UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **July 23, 2013**

DISH NETWORK CORPORATION
(Exact name of registrant as specified in its charter)

NEVADA	**0-26176**	**88-0336997**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

9601 S. MERIDIAN BLVD. ENGLEWOOD, COLORADO	**80112**
(Address of principal executive offices)	(Zip Code)

(303) 723-1000
(Registrant's telephone number, including area code)

DISH DBS CORPORATION
(Exact name of registrant as specified in its charter)

COLORADO	**333-31929**	**84-1328967**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

9601 S. MERIDIAN BLVD. ENGLEWOOD, COLORADO	**80112**
(Address of principal executive offices)	(Zip Code)

(303) 723-1000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

~~On July 23, 2013, L-Band Acquisition, LLC ("L-Band"), a wholly-owned subsidiary of DISH Network Corporation ("DISH"), formed~~ to make a bid to acquire assets of LightSquared LP, entered into a Plan Support Agreement (the "PSA") with certain senior secured lenders to LightSquared LP. DISH is a party to the PSA solely with respect to certain guaranty obligations. DISH's Board of Directors (the "Board") approved entering into the PSA based, among other things, on the recommendation of a special committee of the Board (the "Special Committee") and a fairness opinion that was prepared by a financial advisory firm at the request of the Special Committee.

Pursuant to the PSA, L-Band and such lenders have agreed, subject to the terms and conditions set forth therein, to support and pursue confirmation of a plan of reorganization (the "LightSquared LP Plan") for LightSquared LP and certain of its subsidiaries that are debtors and debtors in possession (collectively, the "LightSquared LP Entities") in pending bankruptcy cases under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), which cases are jointly administered under the caption In re LightSquared Inc., et. al., Case No. 12-12080 (SCC).

The LightSquared LP Plan contemplates a sale of substantially all of the assets of the LightSquared LP Entities to L-Band for a purchase price of $2.22 billion in cash, plus the assumption of certain liabilities, pursuant to the terms and conditions of a proposed asset purchase agreement (the "Proposed APA"). L-Band's purchase offer under the LightSquared LP Plan is subject to the submission of higher and better offers in accordance with certain bid procedures to be proposed in connection with the LightSquared LP Plan. In addition, the LightSquared LP Plan is subject to confirmation by the Bankruptcy Court. The Proposed APA has not been negotiated with, or executed by, the LightSquared LP Entities. Consummation of the acquisition contemplated under the Proposed APA is subject to, among other things, Bankruptcy Court, Federal Communications Commission ("FCC") and Canadian federal Department of Industry ("Industry Canada") approvals. However, funding of the purchase price under the Proposed APA is not conditioned upon receipt of approvals from the FCC or Industry Canada. DISH would be a party to the Proposed APA solely with respect to certain guaranty obligations.

The foregoing description of the PSA and the transactions contemplated thereby do not purport to be complete and are qualified in their entirety by reference to the PSA, a copy of which is filed as an exhibit to this Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
Exhibit 10.1	Plan Support Agreement, dated as of July 23, 2013, by and among certain lenders of LightSquared LP, L-Band Acquisition, LLC and, solely for the purposes of Section 7.11 thereof, DISH Network Corporation.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned hereunto duly authorized.

DISH NETWORK CORPORATION
DISH DBS CORPORATION

Date: July 23, 2013

By: /s/ R. Stanton Dodge
R. Stanton Dodge
Executive Vice President, General Counsel and Secretary

EXHIBIT 15

Date: Mon, Aug 12, 2013 at 1:15 PM
Subject: DB LOANS: DISTRESSED COMM,MEDIA,TECH

Ticker	Credit	Bid	Ask	Cpn	Floor	Amt	Maturity	YTM
TLACQ	Cengage Non Ext TL	70.500	73.500	L+250	-	1,531	Jul-14	25.4%
TLACQ	Cengage Ext TL	70.500	73.500	L+550	-	1,297	Jul-17	14.7%
CCU	Clear Channel TLB	93.000	95.000	L+365	-	7,700	Jan-16	9.1%
CCU	Clear Channel TLC	92.000	94.000	L+365	-	514	Jan-16	9.6%
RHD	Dex East	78.000	80.000	L+250	-	956	Oct-14	25.6%
RHD	Dex West	84.000	86.000	L+425	300	904	Oct-14	22.9%
EK	EK New Money DIP	100.000	101.000	L+750	100	700	Jul-13	
EK	EK Roll	100.000	102.000	9.75				
EK	EK Roll	100.000	102.000	10.63				
EK	EK Stub	103.500	104.500	9.75				
EK	EK Stub	108.250	109.250	10.63				
GHSE	Gatehouse Media	35.000	36.000	L+200	-	-	Aug-14	88.0%

Ticker	Credit	Bid	Ask	Cpn	Floor	Amt	Maturity	YTM
LEE	Lee Enterprises 1st	98.000	100.000	L+625	125	642	Dec-15	9.2%
LEE	Lee Enterprises 2nd	101.000	103.000	L+150	-	-	Apr-17	15.7%
LEE	Lee Enterprises RC	95.000	97.000	L+550	125	-	Dec-15	7.5%
MSVLP	Lightsquared	109.000	114.000	L+120	-	644	Oct-14	17.0%
LNET	Lodgenet TLB	70.000	75.000	L+700	150	323	Jul-13	
PBIMED	Penton Media	96.000	97.000	L+400	-	625	Aug-14	7.2%
RHD	RH Donnelley	75.000	77.000	L+600	300	1,220	Oct-14	30.9%
RJOBRI	RJ O'Brien	72.000	74.000	L+600	-	-	Dec-15	20.0%
SPMD	Supermedia TLB	79.000	81.000	L+800	300	1,475	Dec-15	20.7%
VERTIS	Vertis	30.500	32.500	L+975	125	-	Dec-15	67.2%
STAR	Star Tribune Co	100.000	101.000	L + 3		60	Oct-14	
ALASK	Alaska Comm Systems	100.000	101.000	L+400		430	Oct-16	

Ticker	Credit	Bid	Ask	Cpn	Floor	Amt	Maturity	YTM
ALPHA	Alpha Media Group	20.000	30.000			120	Aug-14	
CARIBE	Caribe Media	77.000	79.000	L+850		55	Nov-14	
CACTIV	Coactive Technologies	77.000	81.000	L+300		141	Jul-14	
CYGNUS	Cygnus Bus Media	50.000	55.000	L+550		58	Jun-13	
DIAIMA	Diagnostic Media	45.000	50.000	L+550		63	May-14	

EXHIBIT 22

DISH NETWORK CORP

FORM 8-K
(Current report filing)

Filed 07/31/13 for the Period Ending 07/25/13

Address	9601 S. MERIDIAN BLVD. ENGLEWOOD, CO 80112
Telephone	3037231000
CIK	0001001082
Symbol	DISH
SIC Code	4841 - Cable and Other Pay Television Services
Industry	Broadcasting & Cable TV
Sector	Services
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **July 31, 2013 (July 25, 2013)**

DISH NETWORK CORPORATION
(Exact name of registrant as specified in its charter)

NEVADA	**0-26176**	**88-0336997**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

9601 SOUTH MERIDIAN BLVD. ENGLEWOOD, COLORADO	**80112**
(Address of principal executive offices)	(Zip Code)

(303) 723-1000
(Registrant's telephone number, including area code)

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☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

Upon the effective date of the resignation of Gary S. Howard described below, DISH Network Corporation (the "Corporation") will no longer have three audit committee members as required by Rule 5605(c)(2) of the NASDAQ Listing Rules, and the Corporation provided the required notice to NASDAQ to this effect on July 31, 2013. In the interim until this vacancy is filled, the Corporation will be relying on the cure period specified in Rule 5605(c)(4)(B) of the NASDAQ Listing Rules.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) On July 25, 2013, Gary S. Howard resigned from the Board of Directors of the Corporation and its committees effective July 31, 2013.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DISH NETWORK CORPORATION

Date: July 31, 2013

By: /s/R. Stanton Dodge
R. Stanton Dodge
Executive Vice President, General Counsel and Secretary

EXHIBIT 23

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., et al.,	)	Case No. 12-12080 (SCC)
	)	Jointly Administered
Debtors.[1]	)	

DISCLOSURE STATEMENT FOR JOINT CHAPTER 11 PLAN FOR LIGHTSQUARED LP, ATC TECHNOLOGIES, LLC, LIGHTSQUARED CORP., LIGHTSQUARED INC. OF VIRGINIA, LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED FINANCE CO., LIGHTSQUARED NETWORK LLC, LIGHTSQUARED BERMUDA LTD., SKYTERRA HOLDINGS (CANADA) INC., AND SKYTERRA (CANADA) INC., PROPOSED BY THE AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS

Dated: New York, New York
July 23, 2013

WHITE & CASE LLP
1155 Avenue of the Americas
New York, New York 10036
(212) 819-8200
Counsel for the Ad Hoc Secured Group of LightSquared LP Lenders

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), LightSquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629) and One Dot Six TVCC Corp. (0040).

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SCHEDULES AND EXHIBITS

I.

INTRODUCTION

All capitalized terms used in this Disclosure Statement but not defined in this Disclosure Statement shall have the meaning ascribed to them in the Plan (as defined below) (see Exhibit "A" to the Plan, Glossary of Defined Terms). For ease of reference, each term defined in this Disclosure Statement is listed on Schedule 1 hereto with reference to the page number where such term is defined. Unless otherwise stated, all references herein to "Schedules" and "Exhibits" are references to schedules and exhibits to this Disclosure Statement.

BY ORDER DATED ________, 2013 (THE "DISCLOSURE STATEMENT ORDER"), THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "BANKRUPTCY COURT") APPROVED THIS DISCLOSURE STATEMENT FOR THE JOINT CHAPTER 11 PLAN FOR LIGHTSQUARED LP, ATC TECHNOLOGIES, LLC, LIGHTSQUARED CORP., LIGHTSQUARED INC. OF VIRGINIA, LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED FINANCE CO., LIGHTSQUARED NETWORK LLC, LIGHTSQUARED BERMUDA LTD., SKYTERRA HOLDINGS (CANADA) INC., AND SKYTERRA (CANADA) INC. PROPOSED BY THE AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS (THIS "DISCLOSURE STATEMENT"). THIS DISCLOSURE STATEMENT INCLUDES AND DESCRIBES THE JOINT CHAPTER 11 PLAN FOR LIGHTSQUARED LP, ATC TECHNOLOGIES, LLC, LIGHTSQUARED CORP., LIGHTSQUARED INC. OF VIRGINIA, LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED FINANCE CO., LIGHTSQUARED NETWORK LLC, LIGHTSQUARED BERMUDA LTD., SKYTERRA HOLDINGS (CANADA) INC., AND SKYTERRA (CANADA) INC., PROPOSED BY THE AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS, DATED AS OF JULY 23, 2013 (AS THE SAME MAY BE AMENDED OR MODIFIED, THE "PLAN"), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A." **THE PLAN IS A PLAN FOR LIGHTSQUARED LP, ATC TECHNOLOGIES, LLC, LIGHTSQUARED CORP., LIGHTSQUARED INC. OF VIRGINIA, LIGHTSQUARED SUBSIDIARY LLC, LIGHTSQUARED FINANCE CO., LIGHTSQUARED NETWORK LLC, LIGHTSQUARED BERMUDA LTD., SKYTERRA HOLDINGS (CANADA) INC., AND SKYTERRA (CANADA) INC. (THE "LP DEBTORS") ONLY. THE PLAN IS NOT A PLAN FOR LIGHTSQUARED INC., ONE DOT FOUR CORP., ONE DOT SIX CORP., SKYTERRA ROLLUP LLC, SKYTERRA ROLLUP SUB LLC, LIGHTSQUARED GP INC., ONE DOT SIX TVCC CORP., LIGHTSQUARED INVESTORS HOLDINGS INC., TMI COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP OR SKYTERRA INVESTORS LLC.**

PURSUANT TO THE PLAN, CLASS 1 – PRIORITY NON-TAX CLAIMS AND CLASS 2 – OTHER LP SECURED CLAIMS ARE UNIMPAIRED AND ARE THEREFORE DEEMED TO ACCEPT THE PLAN. ACCORDINGLY, EXCEPT AS OTHERWISE DESCRIBED HEREIN, THE PLAN SPONSORS ARE SOLICITING ACCEPTANCES OF THE PLAN FROM THE HOLDERS OF CLAIMS AND EQUITY INTERESTS CLASSIFIED IN CLASS 3 – LP FACILITY SECURED CLAIMS, CLASS 4 – GENERAL LP UNSECURED

CLAIMS, CLASS 5 – LP PREFERRED UNIT INTERESTS AND CLASS 6 – LP COMMON EQUITY INTERESTS.

THE PLAN IS SPONSORED BY CERTAIN HOLDERS OF LP FACILITY SECURED CLAIMS WHO ARE MEMBERS OF THE AD HOC LP SECURED GROUP – CAPITAL RESEARCH AND MANAGEMENT COMPANY, CYRUS CAPITAL PARTNERS, L.P., INTERMARKET CORPORATION, SP SPECIAL OPPORTUNITIES, LLC, AND UBS AG, STAMFORD BRANCH (EACH, A "PLAN SPONSOR"). THE PLAN SPONSORS BELIEVE THAT THE PLAN IS IN THE BEST INTEREST OF, AND PROVIDES THE HIGHEST AND MOST EXPEDITIOUS RECOVERIES AVAILABLE TO, EACH HOLDER OF A CLAIM AGAINST OR EQUITY INTEREST IN AN LP DEBTOR. ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ENTITLED TO VOTE ON THE PLAN ARE URGED TO VOTE IN FAVOR OF THE PLAN.

VOTING INSTRUCTIONS ARE CONTAINED IN THE DISCLOSURE STATEMENT ORDER, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B." IN ADDITION, THE SOLICITATION PACKAGE ACCOMPANYING EACH OF THE BALLOTS CONTAINS APPLICABLE VOTING INSTRUCTIONS. **TO BE COUNTED, YOUR BALLOT MUST BE DULY COMPLETED, EXECUTED AND ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY 5:00 P.M. (PREVAILING EASTERN TIME), ON ______________, ______, 2013 (THE "VOTING DEADLINE").**

II.

NOTICE TO HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE LP DEBTORS

The purpose of this Disclosure Statement is to enable each holder of a Claim against or an Equity Interest in an LP Debtor that is impaired under the Plan to make an informed decision in exercising its right to vote on the Plan. More information on voting on the Plan is contained in this Disclosure Statement in the article entitled "Confirmation and Consummation Procedures."

THIS DISCLOSURE STATEMENT CONTAINS IMPORTANT INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN. PLEASE READ THIS DOCUMENT WITH CARE.

ALL INFORMATION UPON WHICH THE PLAN IS PREMISED AND ALL INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT IS BASED UPON INFORMATION AVAILABLE IN THE PUBLIC DOMAIN OR INFORMATION PROVIDED TO AD HOC LP SECURED GROUP ADVISORS ON A NON-CONFIDENTIAL BASIS BY THE LP DEBTORS. THE PLAN SPONSORS DO NOT WARRANT AND SPECIFICALLY DISCLAIM THE ACCURACY OF ANY SUCH INFORMATION. SUMMARIES OF THE PLAN AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN AND THE EXHIBITS ANNEXED TO THE PLAN AND TO THE EXHIBITS AND SCHEDULES ANNEXED TO THIS DISCLOSURE STATEMENT. THE STATEMENTS CONTAINED IN THIS DISCLOSURE

STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THE DATE HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE PLAN, THE TERMS OF THE PLAN SHALL GOVERN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(b). THIS DISCLOSURE STATEMENT HAS NEITHER BEEN APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), NOR HAS THE SEC PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING SECURITIES OF OR CLAIMS AGAINST ANY OF THE LP DEBTORS OR ANY OF THEIR DEBTOR OR NON-DEBTOR AFFILIATES SHOULD EVALUATE THIS DISCLOSURE STATEMENT AND THE PLAN IN LIGHT OF THE PURPOSE FOR WHICH THEY WERE PREPARED.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR RULES. ACCORDINGLY, THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR EQUITY INTERESTS IN, ANY OF THE LP DEBTORS OR ANY OF THEIR SUBSIDIARIES OR DEBTOR OR NON-DEBTOR AFFILIATES.

On ________ __, 2013, after notice and a hearing, the Bankruptcy Court entered the Disclosure Statement Order, finding that this Disclosure Statement contains information of a kind, and in sufficient detail, adequate to enable a hypothetical, reasonable investor typical of the solicited holders of Claims or Equity Interests to make an informed judgment with respect to the acceptance or rejection of the Plan. **APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT OF THE FAIRNESS OR MERITS OF THE PLAN OR OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT.**

Each holder of a Claim or an Equity Interest entitled to vote to accept or reject the Plan should read this Disclosure Statement and the Plan in its entirety before voting. No solicitation of votes to accept or reject the Plan may be made except pursuant to the Disclosure Statement Order and section 1125 of the Bankruptcy Code. Except for the Plan Sponsors, no Person has been authorized to use or promulgate any information concerning the Plan other than the information contained in this Disclosure Statement, and if other information is given or made, such information may not be relied upon as having been authorized by the Plan Sponsors. **YOU SHOULD NOT RELY ON ANY INFORMATION RELATING TO THE LP DEBTORS, THEIR BUSINESSES OR THE PLAN, WHEN CONSIDERING HOW TO VOTE ON THE PLAN, OTHER THAN THAT CONTAINED IN THIS DISCLOSURE STATEMENT AND THE SCHEDULES AND EXHIBITS ANNEXED HERETO.**

After carefully reviewing this Disclosure Statement, including the attached Schedules and Exhibits, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the ballot provided by Kurtzman Carson Consultants LLC ("KCC" or the "Solicitation Agent" or the "Claims Agent," as applicable), and return the completed ballot to the address set forth on the ballot in the enclosed postage prepaid return envelope so that it will be actually received by the Solicitation Agent no later than the Voting Deadline, which is **_____________ __, 2013 at 4:00 p.m. (Prevailing Eastern Time), or such later date and time as may be determined by the Plan Sponsors or as otherwise determined by the Bankruptcy Court**. All votes to accept or reject the Plan must be cast by using the appropriate Ballot. Votes which are cast in any other manner will not be counted. **All Ballots must be actually received by the Solicitation Agent no later than the Voting Deadline. For detailed voting instructions and the name, address and phone number of the Person you may contact if you have questions regarding the voting procedures, see the Disclosure Statement Order attached hereto as Exhibit "B."**

DO NOT RETURN ANY OTHER DOCUMENTS WITH YOUR BALLOT.

You will be bound by the Plan if it is accepted by the requisite holders of Claims and/or Equity Interests and confirmed by the Bankruptcy Court, even if you do not vote to accept the Plan or if you are the holder of an unimpaired Claim or Equity Interest that is not entitled to vote on the Plan. For information regarding the minimum thresholds for acceptance of the Plan, see the section of this Disclosure Statement entitled "Confirmation and Consummation Procedures."

Pursuant to section 1128 of the Bankruptcy Code, the Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan (the "Confirmation Hearing") on _________ __, 2013, at _____ __.m. (Prevailing Eastern Time), before the Honorable Shelley C. Chapman, United States Bankruptcy Judge. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed and served on or before ___________, 2013, in the manner described in the Disclosure Statement Order attached hereto as Exhibit "B."

III.

SUMMARY EXPLANATION OF CHAPTER 11

A. Overview of Chapter 11

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code pursuant to which a debtor's business may be reorganized or liquidated for the benefit of its creditors, interest holders, and other parties in interest. The Debtors commenced the Chapter 11 Cases with the voluntary filing of petitions for protection under chapter 11 of the Bankruptcy Code on May 14, 2012. By order of the Bankruptcy Court, the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered under Case No. 12-12080 (SCC).

The commencement of a voluntary chapter 11 case creates an estate comprising all of the legal and equitable interests of a debtor as of the date the petition is filed. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession" unless the bankruptcy court orders the appointment of a trustee or the conversion of the debtor's bankruptcy case from a case under chapter 11 to one under chapter 7. In the Chapter 11 Cases, each Debtor has remained in possession of its property and continues to operate its businesses as a debtor in possession.

The filing of a voluntary chapter 11 petition triggers the automatic stay provisions of the Bankruptcy Code. Section 362 of the Bankruptcy Code provides, among other things, for an automatic stay of certain actions against a chapter 11 debtor on account of prepetition claims against it and various other forms of interference with a debtor's property or business. Exempted from the automatic stay are, among other things, actions by governmental authorities seeking to exercise police or regulatory powers. Except as otherwise ordered by the bankruptcy court administering a chapter 11 case, the automatic stay remains in effect until the earliest of the time (i) the case is closed, (ii) the case is dismissed, or (iii) a discharge is granted, including in connection with confirmation of a chapter 11 plan, or denied.

The formulation and ultimate consummation of a chapter 11 plan of reorganization is the principal purpose of a chapter 11 case. The plan sets forth the means for satisfying claims against and interests in a debtor's estate. Unless a trustee is appointed, only a debtor may file a plan during the first 120 days of a chapter 11 case (the "Exclusive Filing Period"), and the debtor will have 180 days to solicit acceptance of such plan (the "Exclusive Solicitation Period" and together with the Exclusive Filing Period, the "Exclusive Periods"). However, section 1121(d) of the Bankruptcy Code permits the bankruptcy court to extend or reduce the Exclusive Filing Period and Exclusive Solicitation Period upon a showing of "cause." The Exclusive Filing Period and Exclusive Solicitation Period may not be extended beyond 18 months and 20 months, respectively, from the petition date. Here, the Exclusive Periods terminated on July 15, 2013. For more information regarding the termination of the LP Debtors' Exclusive Periods, please see the section of this Disclosure Statement entitled "The Chapter 11 Cases – Exclusivity."

B. Plan

A chapter 11 plan may provide for anything from a comprehensive restructuring of a debtor's business and its related obligations to a simple liquidation of a debtor's assets. In either event, upon confirmation and effectiveness of a plan, the plan becomes binding on the debtor and all of its creditors and equity holders, and the prior obligations owed by the debtor to such parties are compromised and exchanged for the obligations specified in the plan. For a description of key components of the Plan, refer to the article of this Disclosure Statement entitled "Overview of the Plan."

The holders of impaired claims against and interests in a debtor that are entitled to a distribution under a plan are permitted to vote to accept or reject the plan. Before soliciting acceptances of the proposed plan, section 1125 of the Bankruptcy Code requires the plan proponent to prepare and file a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about the plan. This Disclosure Statement has been prepared to satisfy the requirements of section 1125 of the Bankruptcy Code in connection with the Plan Sponsors' solicitation of votes on the Plan.

C. Confirmation of a Plan

If all classes of claims and interests accept a plan, the bankruptcy court may confirm a chapter 11 plan if it independently determines that the requirements of section 1129(a) of the Bankruptcy Code have been satisfied. These requirements are discussed in this Disclosure Statement in the article entitled "Confirmation and Consummation Procedures." The Plan Sponsors believe that the Plan satisfies all the applicable requirements of section 1129(a) of the Bankruptcy Code.

Chapter 11 of the Bankruptcy Code does not require that each holder of a claim or interest in a particular class vote in favor of a plan for the bankruptcy court to determine that the class has accepted the plan. Additionally, a plan can be confirmed even if not accepted by all classes entitled to vote upon it. Further information concerning requirements for confirmation of a plan is contained in this Disclosure Statement in the article entitled "Confirmation and Consummation Procedures."

Classes of claims or interests that are not "impaired" under a chapter 11 plan are conclusively presumed to have accepted the plan and thus are not entitled to vote. Thus, acceptances of a plan will generally be solicited only from those Persons who hold claims or interests in an impaired class. Under the Plan, Class 1 – Priority Non-Tax Claims and Class 2 – Other LP Secured Claims are unimpaired and are therefore deemed to have accepted the Plan. Class 3 – LP Facility Secured Claims, Class 4 – General LP Unsecured Claims, Class 5 – LP Preferred Unit Interests, and Class 6 – LP Common Equity Interests are impaired and thus entitled to vote on the Plan.

IV.

OVERVIEW OF THE PLAN

The following is an overview of the Plan. This overview is qualified in its entirety by reference to the full text of the Plan, which is attached to this Disclosure Statement as Exhibit "A." In addition, for a more detailed description of the terms and provisions of the Plan, refer to the article of this Disclosure Statement entitled "The Plan." All of the Debtors that are not LP

Debtors will remain as debtors and debtors in possession and will not be impacted by the Plan except in their capacity as holders of Claims against or Equity Interests in the LP Debtors.[1]

The Plan is a joint plan premised on the sale (the "LP Sale") of substantially all of the LP Debtors' Assets (such Assets, the "LP Assets") through a Bankruptcy Court-approved sale process, which will test the market for such Assets and maximize the value of the LP Debtors' Estates. L-Band Acquisition Corp. ("LBAC" or the "Stalking Horse Bidder") has agreed to enter into an Asset Purchase Agreement (the "Stalking Horse Agreement"), a draft of which is annexed hereto as Exhibit "F", pursuant to which it will serve as the stalking horse bidder for the LP Sale subject to the terms and conditions therein. The winning bidder (whether LBAC or another entity) will execute an asset purchase agreement (the "Asset Purchase Agreement"), which will be submitted to the Bankruptcy Court for approval at or before the Confirmation Hearing pursuant to the Bid Procedures (defined below), a copy of which is attached hereto as Exhibit "E". For a more detailed description of the LP Sale, refer to the Section of this Disclosure Statement entitled "The Chapter 11 Cases – The LP Sale."

The Plan provides that the LP Debtors' Estates will be substantively consolidated solely for purposes of voting, confirmation and making distributions to holders of Allowed Claims and Allowed Equity Interests under the Plan. The Plan also provides that, on the Effective Date, a distribution account (the "Distribution Account") shall be established, and (a)(i) the Cash proceeds and other consideration deliverable to the LP Debtors from the LP Sale (the "LP Sale Proceeds") and (ii) the LP Debtors' Cash on hand as of the Effective Date less (b) the amount of Cash necessary to fund the Wind Down Reserve, (collectively, the "Plan Consideration"), shall be transferred to and vested in the Distribution Account free and clear of any and all claims, encumbrances, or interests subject to the rights of holders of Claims against and Equity Interests in the LP Debtors to obtain distributions under the Plan. The Plan Consideration in the Distribution Account shall be distributed to the holders of Allowed Claims against and Equity Interests in the LP Debtors in the manner set forth in Article V of the Plan and described in the chart below summarizing the treatment of each Class of Claims against and Equity Interest in the LP Debtors.[2]

Pursuant to the Plan, the LP Debtors will continue to exist after the Effective Date as separate corporate entities, in accordance with applicable law, for the purposes of satisfying their obligations under the Asset Purchase Agreement and the Plan, including making or assisting the Disbursing Agent in making distributions as required under the Plan, maintaining the Acquired Assets and the LP Debtors' business in accordance with the requirements of the Asset Purchase Agreement, and effectuating the wind down of the LP Debtors (the "Wind Down"). On the Effective Date, Cash from the LP Sale Proceeds in an amount equal to $_____ million, or such

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[1] The Plan is a plan for the LP Debtors only and is not a plan for LightSquared Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, LightSquared GP Inc., One Dot Six TVCC Corp., LightSquared Investors Holdings Inc., TMI Communications Delaware, Limited Partnership or SkyTerra Investors LLC.

[2] The Disbursing Agent may also use Plan Consideration to establish Disputed Claims Reserves for the purpose of effectuating distributions to holders of Disputed Claims pending allowance or disallowance of such Claims in accordance with the Plan.

other amount as may be (a) mutually agreed by the Plan Sponsors and the LP Debtors or (b) ordered by the Bankruptcy Court, shall be deposited in a segregated account to be held by the LP Debtors, which proceeds shall be used to provide funding for reasonable expenses incurred or accrued by the LP Debtors on or after the Effective Date that are directly related to the Wind Down (including, without limitation, professional fees and expenses incurred by the LP Debtors in connection therewith). Also on the Effective Date, except as otherwise provided in the Plan, all property of the LP Debtors' Estates (other than the Plan Consideration) will vest in each respective LP Debtor free and clear of all Claims, Liens, charges, other encumbrances and interests (other than the rights of the Purchaser (as defined below) (a) with respect to the Acquired Assets, and (b) with respect to the LP Debtors' Assets that were excluded from the LP Sale, any Liens, charges or other encumbrances created under the Asset Purchase Agreement)

The following chart summarizes the treatment of each class of Claims against and Equity Interests in the LP Debtors under the Plan. All estimated amounts set forth in the chart are based upon the Plan Sponsors' estimates of amounts as of December 31, 2013. The Plan Sponsors have relied on publicly available information and information otherwise provided to them by the Debtors on a non-confidential basis. Such estimates may change as additional information becomes available to the Plan Sponsors. Although reasonable efforts were made to be accurate, the estimates may vary from the final amounts of Claims and Equity Interests allowed by the Bankruptcy Court. Reference should be made to the Plan for a complete description of the classification and treatment of Allowed Claims against and Equity Interests in the LP Debtors under the Plan.

CLAIMS NOT CLASSIFIED UNDER THE PLAN	
Type of Claims[3]	**Treatment of Type of Claims**
Administrative Claims Estimated amount: $119,631	On the Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive (i) the amount of such holder's Allowed Administrative Claim in one payment of Plan Consideration in the form of Cash (to the extent not previously paid by the LP Debtors) or (ii) such other treatment as may be agreed upon in writing by (a) the LP Debtors (or, if after the Effective Date, the Disbursing Agent), and (b) such holder; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; provided, further, that an Administrative Claim representing a liability

[3] As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims against the LP Debtors shall not be classified under the Plan, and shall instead be treated separately as Unclassified Claims on the terms set forth in Article III of the Plan. Holders of such Claims are not entitled to vote on the Plan.

	incurred in the ordinary course of business of any of the LP Debtors may be paid by the respective LP Debtor (or, if after the Effective Date, the Disbursing Agent), as applicable, in the ordinary course of business; provided, further, that the Break-Up Fee and Expense Reimbursement shall be paid in accordance with the terms of the Stalking Horse Agreement and Bid Procedures Order; and provided, further, that any Allowed Administrative Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Section 9.5(b) of the Plan (and, to the extent that amounts deposited in the reserve established pursuant to Section 9.5(b) of the Plan are insufficient to pay such Allowed Administrative Claim, the LP Debtors may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim). In the case of the Ad Hoc LP Secured Group Fee Claims and Plan Sponsor Fee Claims, such Ad Hoc LP Secured Group Fee Claims and Plan Sponsor Fee Claims will be paid in full in Plan Consideration in the form of Cash on the Effective Date for all reasonable fees and expenses incurred up to the Effective Date (to the extent not previously paid), subject to the LP Debtors' prior receipt of invoices and reasonable documentation in connection therewith and without the requirement to file a Fee Application with the Bankruptcy Court. In the event that the LP Debtors dispute all or a portion of the Ad Hoc LP Secured Group Fee Claims or Plan Sponsor Fee Claims, the LP Debtors shall pay the undisputed amount of such Ad Hoc LP Secured Group Fee Claims or Plan Sponsor Fee Claims (as applicable), and segregate the remaining portion of such Ad Hoc LP Secured Group Fee Claims or Plan Sponsor Fee Claims (as applicable) until such dispute is resolved by the parties or by the Bankruptcy Court.
Fee Claims Estimated amount: $_________	Each holder of an Allowed Fee Claim shall receive, in full satisfaction of such Allowed Fee Claim, (i) on the date such Fee Claim becomes an Allowed Fee Claim, or as soon thereafter as is

	practicable, Plan Consideration in the form of Cash in an amount equal to such Allowed Fee Claim (less any amounts previously paid on account of such Fee Claim by the LP Debtors) or (ii) such other treatment as may be agreed to by such holder of an Allowed Fee Claim; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Fee Claim; provided, further, that any Allowed Fee Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Section 9.5(b) of the Plan (and, to the extent that amounts deposited in the reserve established pursuant to Section 9.5(b) of the Plan are insufficient to pay such Allowed Fee Claim, the LP Debtors may withdraw Cash from the Wind Down Reserve to pay such Allowed Fee Claim).
U.S. Trustee Fees Estimated amount: $________	The Disbursing Agent, on behalf of each of the LP Debtors, shall pay all outstanding U.S. Trustee Fees of such LP Debtor on an ongoing basis on the later of: (i) the Effective Date; and (ii) the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the applicable Chapter 11 Case or the applicable Chapter 11 Case is converted or dismissed, or the Bankruptcy Court orders otherwise. Any deadline for filing Administrative Claims shall not apply to U.S. Trustee Fees.
Priority Tax Claims Estimated amount: $24,466	Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of such Allowed Priority Tax Claim (a) Plan Consideration in the form of Cash in the amount of such Allowed Priority Tax Claim (to the extent not previously paid by the LP Debtors) on the later of (i) the applicable Plan Distribution Date and (ii) as soon as practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim or (b) such other treatment as may be agreed to by such holder of an Allowed Priority Tax Claim; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's

	Allowed Priority Tax Claim.
CLAIMS AND EQUITY INTERESTS CLASSIFIED UNDER THE PLAN	
Class of Claims or Equity Interests	**Treatment of Class of Claims or Equity Interests**
Class 1 – Priority Non-Tax Claims Unimpaired Estimated amount: $41,153	The legal, equitable and contractual rights of the holders of Priority Non-Tax Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to different treatment, on the applicable Plan Distribution Date, each holder of an Allowed Priority Non-Tax Claim shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed Claim.
Class 2 – Other LP Secured Claims Unimpaired Estimated amount: __________	The legal, equitable and contractual rights of the holders of Other LP Secured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other LP Secured Claim agrees to different treatment, on the applicable Plan Distribution Date, each holder of an Allowed Other LP Secured Claim shall receive, at the election of the Plan Sponsors or Disbursing Agent, as applicable: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Other LP Secured Claim; or (ii) such other treatment that will render the Other LP Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code. Each holder of an Allowed Other LP Secured Claim shall retain the Liens securing its Allowed Other LP Secured Claim as of the Effective Date until (A) full and final payment of such Allowed Other LP Secured Claim is made as provided in the Plan or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect. Upon the full payment or other satisfaction of such Claims in accordance with the Plan, the Liens securing such Allowed Other LP Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent,

	authorization or approval of any Person.
Class 3 – LP Facility Secured Claims Impaired Estimated amount: $2,176,449,952	In full satisfaction, settlement, release and discharge of, and in exchange for, LP Facility Secured Claims, and except to the extent that a holder of an Allowed LP Facility Secured Claim agrees to less favorable treatment, each holder of an LP Facility Secured Claim shall receive, on the Effective Date, its Pro Rata Share of Plan Consideration remaining after (A) payment in full of Unclassified Claims pursuant to Article III of the Plan, (B) payment in full of Priority Non-Tax Claims and Other LP Secured Claims pursuant to Section 5.1 and 5.2 of the Plan, respectively, and (C) payment of the General LP Unsecured Claims Distribution; provided, that, in the event that the Stalking Horse Bid is selected as the Successful Bid and the Effective Date occurs, the Plan Consideration distributed to the holders of Allowed LP Facility Secured Claims, in full satisfaction, settlement, release and discharge of, and in exchange for, such Claims, shall equal $2,102,000,000 in the aggregate; and provided, further, in no event, shall any distributions to a holder of an Allowed LP Facility Secured Claim pursuant to Section 5.3(b) of the Plan be in excess of 100% of the amount of such holder's Allowed LP Facility Secured Claim.
Class 4 – General LP Unsecured Claims Impaired Estimated amount: $7,616,979	In complete and final satisfaction, settlement, release, and discharge of, and in exchange for, General LP Unsecured Claims, and except to the extent that a holder of an Allowed General LP Unsecured Claim agrees to less favorable treatment, on the applicable Plan Distribution Date, each holder of an Allowed General LP Unsecured Claim shall receive such holder's Pro Rata Share of (A) the General LP Unsecured Claims Distribution, and (B) to the extent Allowed General LP Unsecured Claims exceed the General LP Unsecured Claims Distribution, Plan Consideration remaining, if any, after payment in full of all Allowed LP Facility Secured Claims and Allowed Other LP Secured Claims; provided, in no event shall such distribution(s) be in excess of 100% of the amount of its Allowed General LP

	Unsecured Claim.
Class 5 – LP Preferred Unit Interests Impaired Estimated amount: $235,556,847	In complete and final satisfaction, settlement, release, and discharge of, and in exchange for, LP Preferred Unit Interests, on the Effective Date, the LP Preferred Unit Interests shall be cancelled and, except to the extent that a holder of an Allowed LP Preferred Unit Interest agrees to less favorable treatment, on the applicable Plan Distribution Date, each holder of a LP Preferred Unit Interest shall receive its Pro Rata Share of Plan Consideration remaining, if any, after payment in full of the Allowed General LP Unsecured Claims, including the amount (if any) of the General LP Unsecured Claims Distribution in excess of all Allowed General LP Unsecured Claims; provided, in no event shall such distribution(s) be in excess of 100% of the amount of its Allowed LP Preferred Unit Interest.
Class 6 – LP Common Equity Interests Impaired	In complete and final satisfaction, settlement, release, and discharge of, and in exchange for, LP Common Equity Interests on the Effective Date, LP Common Equity Interests shall be cancelled (except as set forth in Section 7.14 of the Plan) and, on the applicable Plan Distribution Date, each holder of an LP Common Equity Interest shall receive its Pro Rata Share of the Plan Consideration remaining, if any, after payment in full of the LP Preferred Unit Interests.

V.

GENERAL INFORMATION

The information set forth below describes the Plan Sponsors and the LP Debtors and certain of their non-Debtor subsidiaries and affiliates (collectively, the "Company" or "LightSquared") and their businesses as they exist as of the date of this Disclosure Statement.[4]

[4] None of TVCC Holding Company, LLC, TVCC Intermediate Corp., Columbia One Six Partners IV, Inc., Columbia FMS Spectrum Partners IV, Inc., TVCC One Six Holdings LLC, CCMM I LLC or LightSquared (UK) Limited is a Debtor in the Chapter 11 Cases.

A. Information Regarding the Plan Sponsors

The Plan is sponsored by certain holders of LP Facility Secured Claims who are members of the Ad Hoc LP Secured Group. These Plan Sponsors include Capital Research and Management Company, Cyrus Capital Partners, L.P., Intermarket Corporation, SP Special Opportunities, LLC, and UBS AG, Stamford Branch. The Plan Sponsors are holders, advisors or affiliates of advisors to holders, or managers of various accounts with investment authority, contractual authority or voting authority, of LP Facility Secured Claims arising from loans made pursuant to the LP Facility Credit Agreement described below in Section E.2. As of July 10, 2013, the Plan Sponsors or their affiliates were the advisors to or beneficial owners of, or the holders or managers of, various accounts with investment authority, contractual authority or voting authority for $1,346,606,450.74 in aggregate principal amount of the LP Facility Secured Claims [Docket No. 732]. The total aggregate amount of all LP Facility Secured Claims outstanding as of the Petition Date is $1,700,571,100.00.

The Ad Hoc LP Secured Group Advisors include White & Case LLP (Thomas E Lauria and Glenn M. Kurtz acting as lead counsel) and Blackstone Advisory Partners L.P. (Steven Zelin and C.J. Brown acting as lead financial advisors).

SP Special Opportunities, LLC, a member of the Ad Hoc LP Secured Group and a Plan Sponsor, is an affiliate of LBAC, which will be the Stalking Horse Bidder with respect to the LP Sale.

Each of the Plan Sponsors has committed to support confirmation of the Plan on the terms and conditions set forth in the Plan Support Agreement, dated July 23, 2013, by and among the Plan Sponsors and LBAC, a copy of which is annexed hereto as Exhibit "G."

B. Overview of the Company

The organizational chart, annexed hereto as Exhibit "C", illustrates the structure of the Company as of the Petition Date. Please note that this organizational chart does not show all legal entities in the corporate structure.

LightSquared Inc. was incorporated in Delaware in 1985. On March 29, 2010, SkyTerra Communications, Inc. ("SkyTerra"), LightSquared Inc.'s predecessor company, consummated a merger with Sol Private Corp., resulting in certain investment funds managed by Harbinger Capital Partners ("Harbinger") acquiring all of the outstanding stock of SkyTerra not previously held by Harbinger. Following the consummation of the merger, SkyTerra continued as the surviving corporation and was wholly-owned by Harbinger through HGW US Holding Company, L.P. ("HGW US"). SkyTerra subsequently changed its name to LightSquared Inc. on July 20, 2010.

As of the Petition Date, Harbinger indirectly owned approximately 96% of LightSquared Inc.'s outstanding common stock. LightSquared Inc. is a holding company with no independent business or Assets of its own; however, it owns, directly or indirectly, approximately twenty-six (26) domestic and foreign subsidiaries organized in various jurisdictions throughout the United

States and in three (3) foreign countries. LightSquared Inc. indirectly owns all LP Common Equity Interests.

C. Overview of the Company's Business

Since its first satellite became operational in 1996, the Company has provided satellite communications services to wholesale purchasers of bandwidth power and capacity, resellers of telephony, data and dispatch services and retail voice users. As of the Petition Date, the Company's mobile satellite business generates approximately $30 million in annual revenue and provides service to approximately 300,000 end-users.

The Company has ownership interests in four (4) satellites. MSAT-1 and MSAT-2 (each of which is a first-generation geostationary satellite) are owned by SkyTerra (Canada) Inc. and LightSquared LP, respectively. MSAT-1 and MSAT-2 were launched in 1996 and currently provide regular services to some of the Company's customers. Since March 10, 2012, they have also provided emergency back-up service to all of the Company's customers due to solar flares, which temporarily disabled the SkyTerra-1 satellite (as discussed below), one of the Company's two next-generation satellites. The Company is currently finalizing its assessment of the solar flares prior to transitioning customers back to SkyTerra-1 for service. The Company will also rely upon MSAT-1 and MSAT-2 until the SkyTerra-2 satellite (as discussed below) is launched. Although they are still operational, MSAT-1 and MSAT-2 have reached the ends of their useful lives. They have, in the past, experienced anomalies and solid state power amplifier failures and do not operate at full capacity.

SkyTerra-1, one of the Company's two next-generation satellites, launched in November 2010 and is now operational. SkyTerra-1 is owned by LightSquared LP. SkyTerra-2, the Company's other next-generation satellite, was constructed and is being stored with The Boeing Company ("Boeing"). Currently, Boeing retains title to SkyTerra-2. When SkyTerra-2 is launched, title will shift to SkyTerra (Canada) Inc. SkyTerra-2 will be located in a Canadian allocated orbital slot in accordance with an in-orbit transfer agreement between LightSquared LP and SkyTerra (Canada) Inc.

The Company currently operates three (3) lines of business, including Mobile Satellite Communications ("MSAT"), Mobile Data Services ("MDS") and Private Network Carriers ("PNC") through a wholesale business model whereby its partners bill the end-users, and the Company bills its partners at a wholesale rate. Through these three lines of business, the Company has over fifteen (15) wholesale partners that collectively support approximately 300,000 subscribers across several markets throughout North America.

1. The Debtors' Satellite Business

a. *MSAT Business*

The Company's MSAT business provides circuit-switched voice, low data rate services and push-to-talk ("PTT") services, which are sold through the Company's authorized wholesale service providers and are utilized by a variety of governmental agencies at the federal, state and local level, as well as by various markets in the enterprise space. The Company's MSAT business is operated by LightSquared LP and LightSquared Inc. in the United States and Canada, respectively, by virtue of their licenses in those jurisdictions. Federal, state and local agencies have voluntarily banded together with the Company in a public-private partnership to create the Satellite Mutual Aid Radio Talkgroup program—enabling nationwide and regional interoperability at no additional cost to Company users. The Company claims to be the only commercial satellite operator in North America offering PTT service.

b. *MDS Business*

The Company's second line of business, MDS, is a low data rate service offering used primarily for applications such as fleet and load management, email, vehicle tracking, two-way messaging and broadcast messaging. Like the Company's MSAT services, MDS is sold through the Company's authorized wholesale service providers and is utilized by various end-users.

c. *PNC Business*

Finally, the Company's third line of business, PNC, enables customers to lease bandwidth from the Company over which they offer custom satellite data solutions (typically, asset tracking services for truck and rail) to a wide variety of end-users. In connection therewith, the Company's PNC customers are responsible for developing a custom air interface, providing hub, end-user equipment and servicing end-users.

2. The Debtors' Terrestrial Component of Satellite Business and 4G LTE

In the late 1990s, the Company determined that adding a terrestrial (*i.e.*, land-based) component to its satellite system would optimize the use of the L-Band. The Company also determined that a significant market opportunity was created for a wholesale-only, 4th Generation Long Term Evolution ("4G LTE") wireless broadband network due to, among other things, (a) the proliferation of new mobile devices, such as smartphones and tablets, which accelerated demand for ubiquitous, on-the-go data-rich Internet services, (b) limited wireless network capacity available to support increased data usage and (c) substantial costs and barriers to entry preventing smaller carriers and new operators from deploying nationwide 4G LTE networks. Accordingly, the Company initiated the process of building the only 4G LTE open wireless broadband network that incorporates satellite coverage throughout North America.

3. The Company's Spectrum

The Company's licensed, leased and pooled 51 MHz of spectrum consists of the following:[5]

- *24 MHz.* 24 MHz of L-Band Mobile Satellite Service ("MSS") spectrum is held by LightSquared LP and SkyTerra (Canada) Inc. These spectrum holdings are subject to the

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[5] One Dot Four Corp., a wholly-owned direct subsidiary of LightSquared Inc., previously also leased an additional 8 MHz of 1.4 GHz of terrestrial spectrum at the 1390–1395 MHz and 1432–1435 MHz frequencies to offer service in the United States from TerreStar 1.4 Holdings LLC (a bankruptcy remote subsidiary of TerreStar Corporation). This lease (the "One Dot Four Lease"), however, was terminated on April 20, 2012, thereby terminating the Company's access to this portion of the spectrum.

following licenses granted by Federal Communications Commission ("FCC") or Industry Canada to LightSquared Subsidiary LLC or SkyTerra (Canada) Inc., each a wholly-owned indirect subsidiary of LightSquared LP:

- A license to launch and operate L-Band MSS satellites known at the time as: (a) AMSC-1 (now named MSAT-2), which operates at the 103.3 West Longitude orbital position, and (b) MSV-1 (re-named SkyTerra-1), which operates at the 101 West Longitude orbital position.

- A license to launch and operate an L-Band MSS satellite known as MSAT-1, which operates at the 106.5 West Longitude orbital position and an Approval in Principle to launch and operate MSV-2 (re-named SkyTerra-2), at the 107.3 West Longitude orbital position.

- Multiple spectrum licenses and authorizations to make use of the Company's portion of the 1626.5—1660.5 MHz (Uplink) and 1525—1559 MHz (Downlink) L-Band spectrum for service links and the 12.75–13.25 GHz (Uplink) and 10.7–10.95, 11.2—11.45 GHz (Downlink) spectrum for feeder links in the provision of MSS services in Canada and the United States via the MSAT-1, MSAT-2, SkyTerra-1 and SkyTerra-2 satellites.

- In 2003, the FCC permitted MSS licensees, including the predecessor of LightSquared Subsidiary LLC, to deploy Ancillary Terrestrial Component ("ATC") networks (subject to certain technical and service requirements), which meant that the Company could operate a terrestrial wireless network.

- In March 2010, the FCC issued an order granting a predecessor of LightSquared Subsidiary LLC additional flexibility for the design of its ATC network and enabling it to operate with greater capacity and spectrum efficiency.

- *Additional 22 MHz.* The 24 MHz of L-Band MSS spectrum held by LightSquared LP and SkyTerra (Canada) Inc. may be increased by 22 MHz to an aggregate of 46 MHz of aggregate L-Band ATC spectrum pursuant to that certain Amended and Restated Cooperation Agreement, dated as of August 6, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Inmarsat Cooperation Agreement"), by and between LightSquared LP, SkyTerra (Canada) Inc., LightSquared Inc. and Inmarsat Global Limited ("Inmarsat"). In the current phase of the Inmarsat Cooperation Agreement, LightSquared Subsidiary LLC holds a total of 24 MHz of L-Band spectrum. Upon the achievement of certain events, including regulatory approvals and coordination among other international L-Band operators, LightSquared LP and SkyTerra (Canada) Inc. will have the option to implement coordinated access for up to 2 x 23 MHz of L-Band spectrum (including large 10 x 10 MHz blocks of contiguous channels), thereby increasing those LP Debtors' access to spectrum by implementation of the Inmarsat Cooperation Agreement.

- *5 MHz.* An additional 5 MHz of 1.6 GHz leased terrestrial spectrum of One Dot Six Corp., a wholly-owned direct subsidiary of LightSquared Inc., is available. On July 16, 2007, TVCC One Six Holdings LLC, an indirectly wholly-owned and non-Debtor subsidiary of Debtor One Dot Six Corp., entered into a Master Agreement with Crown Castle MM Holding LLC and OP LLC ("OP" and, together with Crown Castle MM Holding LLC, "Crown Castle"), in which the parties agreed to enter into either a long-term de facto transfer lease agreement or a spectrum management lease agreement with respect to the lease by OP of its rights to TVCC One Six Holdings LLC under a license issued by the FCC to use spectrum at the 1670–1675 MHz frequencies and Call Sign WPYQ831 in the United States. On April 13, 2010, One Dot Six Corp. acquired all of TVCC One Six Holdings LLC's rights to use this spectrum under its lease with Crown Castle pursuant to that certain Lease Purchase Agreement, between One Dot Six Corp., as purchaser, TVCC One Six Holdings LLC, as seller, and TVCC Holding Company, LLC (the "One Dot Six Lease Purchase Agreement" and, collectively with all rights conveyed thereby to One Dot Six Corp. in that certain (i) Long-Term De Facto Transfer Lease Agreement, dated as of July 23, 2007, between OP, as lessor, and TVCC One Six Holdings, LLC, as lessee, and (ii) the Long-Term De Facto Transfer Sublease Agreement, dated as of August 13, 2008, between OP, as lessee, and TVCC One Six Holdings, LLC, as lessor, the "One Dot Six Lease"). One Dot Six Corp. also has a purchase option to acquire the underlying FCC licenses for this spectrum.

4. The Company's Wholesale Agreements

Prior to the deterioration of its FCC regulatory approval process (as discussed in further detail below), LightSquared LP had been marketing its wholesale 4G LTE solution. As of December 31, 2011, LightSquared LP entered into wholesale agreements with over thirty (30) customers, including national and regional wireless operators and national retailers. LightSquared LP also entered into discussions or advanced negotiations with numerous potential wholesale customers within a variety of sectors, including wireless carriers and resellers, national retailers, consumer electronics manufacturers, cable operators, wireline carriers, satellite operators, and other communication service providers.

D. Material Operational Contracts

1. Sprint Master Services Agreement

LightSquared Inc. and LightSquared LP were also parties to that certain Master Services Agreement, dated as of June 3, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Sprint Master Services Agreement"), with SprintCom Inc. ("Sprint"), pursuant to which Sprint agreed to design, deploy, operate, manage, and maintain a nationwide terrestrial broadband mobile network that would utilize the Company's spectrum to provide a 4G LTE radio access network, then a key component of the planned 4G LTE network. LightSquared LP initially paid Sprint $310 million in advance payments for work on the network and its eventual operation. Obligations outstanding under the Sprint Master Services Agreement were allegedly secured by a second-priority security interest in the Prepetition LP Collateral.

In January 2012, LightSquared LP jointly decided with Sprint to temporarily cease deployment activities for the 4G LTE radio access network until issues raised during the FCC process were resolved and the Company could move forward with commercially launching its

4G LTE network. The Sprint Master Services Agreement was also amended to delay the initial date on which Sprint has the right to unwind the agreement from December 31, 2011 to March 16, 2012.

On March 16, 2012, Sprint elected to unwind the Sprint Master Services Agreement. In accordance with the terms of the amended agreement, Sprint refunded $65 million to LightSquared LP. LightSquared LP agreed with Sprint that $236.5 million paid during 2011 had been expended by Sprint in planning for the 4G LTE radio access network and would not be refunded to LightSquared LP. The remaining $8.5 million LightSquared LP paid to Sprint during 2011 was analyzed by the parties to determine how much had been expended by Sprint in support of the agreement and how much would be refunded to LightSquared LP. In furtherance thereof, each party ceased to provide certain specified services, reconciled all amounts owing as between them and coordinated the release of the liens securing the Company's obligations. As of the Petition Date, the Debtors did not believe any amounts were owing to Sprint under the Sprint Master Services Agreement; however, Sprint filed Proofs of Claim against LightSquared Inc. and LightSquared LP in excess of $110 million. Sprint's claims were ultimately resolved by settlement between the parties that was approved by the Bankruptcy Court, as described in more detail in the Section of the Disclosure Statement entitled "The Chapter 11 Cases – Settlement Agreement with Sprint."

2. Inmarsat

In December 2007, LightSquared LP, LightSquared Inc. and SkyTerra (Canada) Inc. (collectively, the "LightSquared Inmarsat Licensees") entered into the Inmarsat Cooperation Agreement relating to the coordination and use of L-Band spectrum for its 4G LTE network. Following the full implementation of the Inmarsat Cooperation Agreement, which involves the phased rebanding of certain L-Band spectrum licensed to Inmarsat and the LightSquared Inmarsat Licensees, the LightSquared Inmarsat Licensees would have access to approximately 46 MHz of contiguous blocks of L-Band spectrum to operate the Company's 4G LTE network and next generation satellite network. The 46 MHz of L-Band spectrum would consist of 28 MHz of coordinated spectrum and 18 MHz of additional L-Band spectrum that will be available for use upon the full implementation of the Inmarsat Cooperation Agreement.

In August 2010, LightSquared Inmarsat Licensees exercised an option under Phase 1A of the Inmarsat Cooperation Agreement, pursuant to which Inmarsat began reallocating spectrum previously licensed to the LightSquared Inmarsat Licensees by the FCC and Industry Canada. Under the Phase 1A option, the LightSquared Inmarsat Licensees paid Inmarsat a total of $281.3 million through December 31, 2011. The Inmarsat Cooperation Agreement required the LightSquared Inmarsat Licensees to make a $56.3 million payment upon Inmarsat's completion of Phase 1A.

In January 2011, the LightSquared Inmarsat Licensees exercised an option under Phase 2B of the Inmarsat Cooperation Agreement that requires Inmarsat to grant the LightSquared Inmarsat Licensees operating access to 18 MHz of L-Band spectrum for up to a 96-year period. In connection with the exercise of the option, the LightSquared Inmarsat Licensees were initially obligated to pay Inmarsat $115.0 million per year, paid in quarterly installments. These annual payments increase at an annual rate of 3%, on a semi-annual basis and compounded annually.

The LightSquared Inmarsat Licensees have the ability to terminate these payments by providing a one-year notice, provided that at least five years of Phase 2B payments have been made, or at least a two-year notice if the LightSquared Inmarsat Licensees terminate after making seven years of Phase 2B payments.

In April 2011, the LightSquared Inmarsat Licensees amended the Inmarsat Cooperation Agreement to create Phase 1.5, which accelerates the availability of certain of the L-Band spectrum that is being reallocated under Phase 2B. In connection with this amendment, the LightSquared Inmarsat Licensees paid $40 million to Inmarsat, which is refundable if certain milestones are not met by specified dates. Future cash payments by the LightSquared Inmarsat Licensees may be due if Inmarsat completes the reallocation by certain dates. Satisfactory reallocation by Inmarsat prior to April 1, 2012 would require the LightSquared Inmarsat Licensees to pay Inmarsat an additional $55 million, with such an additional payment decreasing $10 million per month for later completion. Satisfactory reallocation by Inmarsat subsequent to October 1, 2012 would result in a refund to the LightSquared Inmarsat Licensees of $10 million, with such refund increasing $10 million per month until a full refund to the LightSquared Inmarsat Licensees of the LightSquared Inmarsat Licensees' $40 million payment has been reached in January 2013.

In January 2012, Inmarsat asserted that it had met all of the delivery obligations required of it under Phase 1A of the Inmarsat Cooperation Agreement, which, if correct, would have triggered a final payment of $56.3 million from the LightSquared Inmarsat Licensees. The LightSquared Inmarsat Licensees disputed Inmarsat's claim that it had met all of the obligations to complete the delivery as required under the Inmarsat Cooperation Agreement and the corollary right to claim the final Phase 1A payment at that time. In February 2012, Inmarsat issued to the LightSquared Inmarsat Licensees a formal notice of default for non-payment of the final Phase 1A payment. Assuming that Inmarsat completed delivery and that payment was due, the LightSquared Inmarsat Licensees would be able to cure the default with respect to the payment for 60 days from the notice of default, after which time the parties may revert to the default spectrum band plans if the default was not timely cured. Inmarsat would also have available to it all other remedies in law. If the parties revert to the default spectrum band plans, the operative plan would be the Phase 1A1 Default Spectrum Band Plan and the LightSquared Inmarsat Licensees would have 25.5 MHz of L-Band spectrum available to it as opposed to the 28 MHz of L-Band spectrum available under Phase 1A. The parties would then permanently operate under the Phase 1A1 Default Spectrum Band Plan and no further phases under the Inmarsat Cooperation Agreement would be implemented. In addition, any payment default that gives Inmarsat the ability to terminate the Inmarsat Cooperation Agreement could result in a cross-default to the Prepetition Inc. Credit Agreement (as defined below) and LP Facility Credit Agreement (as defined below). In March 2012, Inmarsat asserted that it had met all of the delivery obligations required of it under Phase 1.5 of the Inmarsat Cooperation Agreement, which, if correct, triggers a payment due from the LightSquared Inmarsat Licensees of $55 million. Similar to Inmarsat's claim in January 2012 in regards to the completion of Phase 1A, the LightSquared Inmarsat Licensees disputes that Inmarsat has met its delivery obligations with respect to Phase 1.5.

Pursuant to that certain Amendment No. 2 to the Inmarsat Cooperation Agreement, on April 18, 2012 the LightSquared Inmarsat Licensees agreed to: (a) suspend Phase 2 (as defined in the Inmarsat Cooperation Agreement) of the Inmarsat Cooperation Agreement until March 31, 2014, with the understanding that the LightSquared Inmarsat Licensees may, at their option, elect to restart Phase 2 prior to such date; (b) eliminate, during such period of suspension, any Phase 2 payments to Inmarsat, including the quarterly payment of approximately $29.6 million due on March 31, 2012 (which, if not paid, would have triggered cross-defaults under both the Prepetition Inc. Credit Agreement and the LP Facility Credit Agreement); and (c) recommence, as of April 1, 2014 or an earlier date as elected by the LightSquared Inmarsat Licensees, Phase 2 payments based on a restructured payment plan that will differ from the previous Phase payments. In addition, a payment for certain transition services was renegotiated within the scope of the amended terms for Phase 2.

E. Prepetition Capital Structure

1. Prepetition Inc. Facility[6]

Certain of the Debtors are party to that certain Credit Agreement, dated as of July 1, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Prepetition Inc. Credit Agreement"), between LightSquared Inc., as borrower, the subsidiary guarantors party thereto, namely One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp. (collectively, the "Prepetition Inc. Subsidiary Guarantors"), the lenders party thereto (collectively, the "Prepetition Inc. Lenders") and U.S. Bank National Association ("U.S. Bank"), as successor administrative agent to UBS AG, Stamford Branch (in such capacity, the "Prepetition Inc. Agent"). The Prepetition Inc. Lenders provided LightSquared Inc. term loans in the aggregate principal amount of $278,750,000 (the "Prepetition Inc. Credit Facility"). Pursuant to that certain Waiver and Second Amendment to Credit Agreement, dated as of March 15, 2012 (the "Inc. Waiver and Amendment"), between LightSquared Inc., the Prepetition Inc. Subsidiary Guarantors, the Prepetition Inc. Lenders and the Prepetition Inc. Agent, the maturity date for the Prepetition Inc. Credit Facility was extended from July 1, 2012 to December 31, 2012.

Amounts outstanding under the Prepetition Inc. Credit Facility are allegedly secured by a first-priority security interest in (a) the One Dot Six Lease, (b) the capital stock of each Prepetition Inc. Subsidiary Guarantor (i.e., One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.) and (c) all proceeds and products of each of the foregoing (collectively, the "Prepetition Inc. Collateral").[7]

As of the Petition Date, an aggregate amount of approximately $322,333,494 was outstanding under the Prepetition Inc. Credit Facility.

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[6] Nothing in this subsection of the Disclosure Statement should be construed as an admission of any fact or liability, stipulation or waiver, and any analysis of the Prepetition Inc. Facility is qualified in its entirety by the Standing Motion (as defined below), as described in the section of this Disclosure Statement entitled "The Reorganization Cases – Standing Motion."

[7] Previously, the Prepetition Inc. Credit Facility also was collateralized by the One Dot Four Lease. However, such lease is no longer part of the collateral package given that such lease has been terminated (as discussed above).

2. Prepetition LP Facility

The LP Debtors are party to that certain Credit Agreement, dated as of October 1, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "LP Facility Credit Agreement"), between LightSquared LP, as borrower, LightSquared Inc. and the other parent guarantors party thereto, namely LightSquared Investors Holdings Inc., LightSquared GP Inc. and TMI Communications Delaware, Limited Partnership (collectively, the "Prepetition LP Parent Guarantors"), the subsidiary guarantors party thereto, namely ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, SkyTerra Holdings (Canada) Inc. and SkyTerra (Canada) Inc. (collectively, the "Prepetition LP Subsidiary Guarantors"), the lenders party thereto (the "LP Lenders" and, together with the Prepetition Inc. Lenders, the "Prepetition Lenders"), UBS AG, Stamford Branch, as administrative agent (in such capacity, and together with Wilmington Trust FSB,[8] the "LP Facility Agent" and, together with the Prepetition Inc. Agent, the "Prepetition Agents"), and other parties thereto, under which the LP Lenders provided term loans in the aggregate principal amount of $1,500,000,000 (the "Prepetition LP Credit Facility").

Amounts outstanding under the Prepetition LP Credit Facility are secured by a first-priority security interest in (a) substantially all of the Assets of LightSquared LP and the Prepetition LP Subsidiary Guarantors, (b) the interests in LightSquared LP and the Prepetition LP Parent Guarantors (except LightSquared Inc.), (c) the interests in the Prepetition LP Subsidiary Guarantors and (d) the rights of LightSquared Inc. under and arising out of the Inmarsat Cooperation Agreement (collectively, the "Prepetition LP Collateral").[9]

As of the Petition Date, an aggregate amount of approximately $1,700,571,106.00 was outstanding under the Prepetition LP Credit Facility.

3. Unsecured Debt

The Debtors filed their Schedules of Assets and Liabilities and Statements of Financial Affairs (collectively, the "Financial Schedules") with the Bankruptcy Court on June 27, 2012

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8 Wilmington Trust FSB serves as collateral trustee pursuant to that certain Collateral Trust Agreement, dated as of October 1, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "LP Collateral Trust Agreement"), between LightSquared LP, UBS AG, Stamford Branch and Wilmington Trust FSB.

9 The Prepetition LP Collateral does not include the following: (a) any permit or license issued by a Governmental Authority (as defined in the LightSquared LP Credit Agreement) or other agreement to the extent the terms thereof validly prohibit the creation by the pledgor thereof of a security interest in such permit, license or other agreement; (b) property subject to any purchase money or vendor financing if the contract or other agreement in which such lien is granted validly prohibits the creation of any other lien on such property; (c) property subject to any capital lease; (d) any intent-to-use trademark application to the extent a security interest therein would result in the loss by the pledgor thereof of any material rights therein; (e) certain deposit and securities accounts securing currency hedging or credit card vendor programs or letters of credit provided to vendors in the ordinary course of business; (f) Interests in (i) excess of 66% in non-U.S. subsidiaries held by a U.S. subsidiary, (ii) LightSquared Network LLC, and (iii) any joint venture or similar entity to extent the terms of such investment restrict such security interest; and (g) any consumer goods subject to the Canadian Security Agreement (as defined in the LightSquared LP Credit Agreement).

[Docket Nos. 154–173]. According to their Financial Schedules, as of the Petition Date, each of the LP Debtors had the following unsecured debts:

- LightSquared LP – $1,881,493.13 owed to trade creditors plus undetermined amounts comprised of intercompany liabilities and contingent liabilities, mostly to trade creditors and former employees;
- SkyTerra Holdings (Canada) Inc. – $0.00 plus undetermined amounts in intercompany liabilities;
- SkyTerra (Canada) Inc. – $29,406,512.00 comprised completely of one intercompany payable claim to LightSquared Corp. plus undetermined amounts in other intercompany liabilities;
- ATC Technologies, LLC – $0.00 plus undetermined amounts in intercompany liabilities;
- LightSquared Corp. – $157,722.29 owed to trade creditors plus undetermined amounts comprised of intercompany liabilities and one contingent liability claim;
- LightSquared Inc. of Virginia - $0.00 plus undetermined amounts in intercompany liabilities); and
- LightSquared Subsidiary LLC - $0.00 plus undetermined amounts in intercompany liabilities.

4. Equity Interests

a. *LightSquared LP Series A Preferred Units.*

LightSquared LP has 164,646.47 outstanding non-voting Series A Preferred Units (the "LP Preferred Unit Interests"). Subject to certain consent rights, LP Preferred Unit Interests have no voting rights. Consent of a majority of the LP Preferred Unit Interests is required to make certain amendments to LightSquared LP's organizational documents, effect certain capital contributions, issue securities that are senior or pari passu to the LP Preferred Unit Interests with respect to distributions, pay certain dividends or incur certain indebtedness. The LP Preferred Unit Interests are exchangeable into shares of common stock of LightSquared Inc. at any time at the option of the holders, and are subject to mandatory exchange at LightSquared Inc.'s option upon the occurrence of certain events. The LP Preferred Unit Interests are subject to mandatory redemption on the date that is five (5) years after the issue date of such LP Preferred Unit Interests and at the option of LightSquared LP or the holder of such LP Preferred Unit Interests upon the occurrence of certain events. The LP Preferred Unit Interests rank senior with respect to distributions to LP Common Equity Interests; no distributions can be made to holders of LP Common Equity Interests unless and until each holder of LP Preferred Unit Interests is paid an amount equal to (i) the aggregate unpaid priority return in respect of all of such holder's LP Preferred Unit Interests plus (ii) the aggregate Unpaid Discount Amount in respect of all of such holder's LP Preferred Unit Interests plus (iii) such holder's Unreturned Capital Contributions (in each case, as such terms are defined in the Second Amended and Restated Limited Partnership Agreement of LightSquared LP, dated as of October 18, 2010).

b. *LP Common Equity Interests.*

All LP Common Equity Interests are indirectly owned by LightSquared Inc. LightSquared Investors Holdings Inc. and TMI Communications Delaware, Limited Partnership; each directly owns 78% and 22% (respectively) of the LP Common Equity Interests.

c. *Equity Interests in the LP Debtors*

LightSquared LP owns directly or indirectly all of the Equity Interests in each of the other LP Debtors. LightSquared LP also owns entirely and directly all of the Equity Interests in Debtors LightSquared Network LLC and LightSquared Bermuda Ltd. and non-Debtor LightSquared (UK) Limited.

F. The LP Debtors' Employees

LightSquared LP has 80 full-time employees and 2 part-time employees. None of the other LP Debtors have employees.

G. Events Leading to the Need for Restructuring

1. The Harbinger Merger and Development of the 4G LTE Network

On March 29, 2010, LightSquared Inc. consummated the Harbinger Merger with a corporation formed and indirectly wholly-owned by investment funds controlled by Harbinger. Following the Harbinger Merger, the Company adopted a business strategy to design and deploy its 4G LTE network. During the second quarter of 2010, the Company began to execute its new business strategy by hiring a new senior management team, engaging network equipment and deployment vendors, coordinating spectrum with Inmarsat under the Inmarsat Cooperation Agreement, seeking regulatory approvals, working with chipset and device manufacturers, and marketing the Company's 4G LTE solution to potential wholesale customers. During the remainder of 2010, the Company continued these efforts and undertook a number of additional activities in connection with the execution of the Company's business plan.

Harbinger contributed to the Company 8 MHz of a 1.4 GHz spectrum and 5 MHz of a 1.6 GHz spectrum, respectively, the Company exercised its option for Phase 1A under the Inmarsat Cooperation Agreement, and the Company successfully launched its SkyTerra-1 satellite. During 2011, the Company continued its efforts to develop its 4G LTE network, coordinate spectrum with Inmarsat under the Inmarsat Cooperation Agreement and obtain regulatory approvals. In January 2011, the Company triggered Phase 2B under the Inmarsat Cooperation Agreement. In April 2011, the Company amended the Inmarsat Cooperation Agreement to add Phase 1.5. In June 2011, the Company entered into the Sprint Master Services Agreement. The Company also signed several other wholesale agreements with customers including Best Buy Connect LLC and Leap Wireless International, Inc.

2. FCC Process

a. *Early 2000s*

On March 1, 2001, Motient Services Inc., an entity that subsequently sold its assets to Mobile Satellite Ventures LP ("Mobile Satellite") (now LightSquared LP), and Mobile Satellite Ventures Subsidiary LLC (now LightSquared Subsidiary LLC) submitted an application to the FCC seeking authority for an innovative new wireless service to be operated in conjunction with its MSS license. The FCC initiated a rulemaking proceeding regarding the establishment of rules for the Company's wireless network, specifically identifying potential emissions interference to Global Positioning Systems ("GPS") as a concern.[10] This public proceeding lasted over four (4) years and involved scores of interested parties, including the GPS industry and other federal agencies.

During that period, the GPS industry's concerns centered on out-of-band emissions. To resolve such concerns, the United States GPS Industry Council (the "USGIC") and Mobile Satellite entered into a private, voluntary agreement in 2002 whereby Mobile Satellite consented to certain limitations on its out-of-band emissions into the GPS band that were far more rigorous than those required by the FCC. Despite the significant cost and burden imposed on Mobile Satellite by such agreement, Mobile Satellite incorporated the new limits into its revised application to the FCC filed on July 17, 2002 with the support of the USGIC.

Thereafter, in 2003, the FCC adopted rules (the "2003 Rules") permitting MSS licensees, after satisfying certain preconditions known as "gating criteria," to integrate an ATC into their satellite networks, which would enable MSS licensees to offer ground-based mobile services using the same spectrum resources already allocated to their MSS operations (the "2003 FCC Order"). Pursuant to the 2003 FCC Order, the Company submitted a new application requesting authorization to deploy and operate a terrestrial network, and the USGIC filed a letter in support thereof. Consequently, in 2004, the FCC granted the Company's application to deploy and operate a terrestrial network, thereby making the Company the first MSS licensee authorized to operate on a terrestrial basis. The Company thereafter began investing significant funds to design and deploy its 4G LTE open wireless broadband network and, in furtherance thereof, commissioned its two next-generation satellites, SkyTerra-1 and SkyTerra-2.

b. *2005-2010*

In 2005, the FCC revised many of the technical standards governing terrestrial operations in the L-Band, and specifically removed a limit it had imposed in the 2003 Rules on the number of terrestrial base stations that an MSS/ATC provider may deploy (the "2005 Reconsideration Order"). In connection therewith, the FCC received and incorporated into each of those rules extensive input from the public and federal agencies, including recommendations offered by the

[10] The source of GPS interference concerns stemmed from the proximity to the Company's spectrum to the GPS band. The Company is authorized to operate in 46 MHz of the L-Band spectrum, including the portion of spectrum between 1525—1559 MHz. GPS operates in the 1559—1610 MHz band, directly adjacent to the Company's allocated frequencies. According to the Company, however, the GPS industry designed its receivers in a manner that makes them capable of receiving signals from the Company's allocated portion of the spectrum.

USGIC and the National Telecommunications and Information Administration (the "NTIA") that would protect against harmful emissions from MSS/ATC operations into other bands, including the GPS frequency bands. No party in those proceedings raised any issue of possible overload interference to GPS receivers.

Since the 2005 Reconsideration Order, the Company has continued to participate in FCC proceedings concerning the terms and conditions of its licenses, even as it concurrently moved toward deployment of its integrated network. During those proceedings, the FCC, the Company and members of the GPS community continued to address and resolve interference concerns. Specifically, on July 10, 2009, in connection with the FCC's consideration of an application to modify an MSS/ATC license held by the Company, the GPS community expressed a concern that out-of-band emissions from "femtocells" (*i.e.*, low-power indoor base stations designed to improve network coverage inside buildings) could potentially interfere with GPS. Working cooperatively with the GPS industry, SkyTerra Subsidiary LLC ("SkyTerra Subsidiary") entered into a private agreement with the USGIC, in which the SkyTerra Subsidiary voluntarily agreed to restrict the out-of-band emissions of its femtocells. Thereafter, the USGIC and SkyTerra Subsidiary submitted a joint letter to the FCC stating that the USGIC's interference concerns had been resolved. Given that (a) technical modifications to the license were again coordinated with, and agreed to by, the Executive Branch of the U.S. government, and (b) no other concerns were raised with respect to GPS interference, in March 2010, the FCC granted the modification application, acknowledging that the voluntary agreements between the SkyTerra Subsidiary and the USGIC resolved any interference issue.

c. *2010 and Beyond*

In 2010, the FCC also approved the Company's terrestrial network, as well as the transfer of control of the entity now known as LightSquared Subsidiary LLC, which held the underlying license. The FCC conditioned its approval of the transfer on the Company actually moving forward with its plan to use its MSS spectrum to provide 4G LTE mobile wireless service and to build a terrestrial network. To ensure that goal was met, the FCC imposed an aggressive (and costly) build-out schedule on the Company, requiring coverage of at least 100 million people by December 31, 2012, at least 145 million by December 31, 2013, and at least 260 million people by December 31, 2015. No party sought reconsideration of that build-out requirement, and no formal objections were raised relative to any alleged GPS interference. The Company, in reliance on this approval and to ensure that it satisfied the FCC's conditions to approval in full, invested billions of dollars and entered into the Sprint Master Services Agreement and other agreements to deploy its nationwide wireless broadband network.

In November 2010, the Company sought a modification to its ATC authorization that would allow the Company to meet the MSS/ATC gating criteria in a way that would provide additional flexibility with respect to mobile devices (such as handsets). As originally adopted in 2003 and confirmed in the 2005 Reconsideration Order, the gating criteria are rules the FCC applies to the provision of ATC service that are intended to ensure that the operator maintains a substantial mobile satellite service. One gating criterion requires the MSS/ATC operator to provide an "integrated service," meaning a service that integrates both the satellite and terrestrial services. While the FCC left open how operators could meet the integrated service requirement, it did establish a safe harbor that assumes compliance if the devices used by consumers are capable of communicating with both the satellite and terrestrial networks. These devices are referred to as "dual-mode devices." The Company's application in November 2010 sought permission for the Company's wholesale customers to provide their retail consumers with devices that only connected with the terrestrial network, provided that the Company offered its wholesale customers a single rate for access to both the satellite and terrestrial network, regardless of whether they used both of them.

In determining whether to approve the application, the FCC considered that (a) the Company was significantly committed to MSS satellite service, (b) the Company's MSS/ATC business plan necessarily included rationalization of interleaved L-Band spectrum into contiguous blocks that would support next generation broadband technologies and (c) the Company had made enforceable commitments that would increase the availability of terrestrial mobile wireless broadband service, including to new users in rural areas and the public safety community. In recognition of these considerations, the FCC granted the Company a limited waiver (the "Conditional Waiver Order") of the rule, and narrowly addressed the Company's obligations with respect to mobile devices that wholesale customers would make available to their retail customers for use on the Company's MSS/ATC network.

During the waiver proceeding on requirements for mobile devices, however, the GPS community raised concerns that the Company's terrestrial base stations (*i.e.*, its cell towers) may cause widespread overload interference to GPS receivers and other GPS devices. As opposed to the earlier concerns about the power of the Company's transmissions, which were addressed by the agreement discussed above, these new concerns—raised for the first time—arose entirely as a result of the design of GPS devices. Instead of limiting the frequencies used by these devices to only those used by the GPS network, GPS manufacturers had designed devices that looked across wide swaths of spectrum outside of the GPS band. In effect, these devices not only received GPS frequencies, but also received frequencies in the Company's band, thus creating the possibility that a relatively powerful signal from one of the Company's base stations would overload a GPS receiver.

Rather than dismiss the GPS industry's concern—one of its own making[11]—the FCC established conditions that the Company must satisfy before it can provide commercial service under the mobile device provisions of the Conditional Waiver Order. Specifically, the FCC required the Company to work with the GPS community to resolve the new concerns through an interference resolution process, which process would be deemed finished when the FCC (after consultation with the NTIA) concludes that the potential harmful interference concerns have been resolved, before the Company would move forward to launch its competitive 4G LTE service. The FCC imposed these conditions notwithstanding the fact that the possibility of tens of thousands of base stations across the country, all operating at power levels that could cause overload of poorly designed receivers, was created by operation of the FCC's 2003 and 2005

[11] As mentioned above, commercial GPS manufacturers have continued to design, produce and sell receivers that, for no justifiable technical reason, are capable of receiving signals from the Company's allocated portion of the spectrum. The Plan Sponsors understand that the Debtors believe that, just like any manufacturer who deliberately designs a defective product, the GPS industry should bear its own costs of recalling and repairing its products and the Company should be compensated for the trespass, and use of, the Company's spectrum.

orders. Nothing in the waiver granted by the FCC increased or otherwise changed the likelihood of overload interference in any way.

In connection with the interference resolution process, on June 30, 2011, the Company submitted the final report of the technical working group that it co-chaired with the USGIC. The FCC issued a public notice in connection therewith seeking comments and also subsequently requested additional technical submissions and testing. Thus, in the ensuing months, various tests were conducted by various federal agencies, including the NTIA and the Federal Aviation Administration, in coordination with the Company, to validate data on the performance of cellular, personal/general navigation and certified aviation GPS receivers. On February 14, 2012, the FCC received a letter from the NTIA, which stated that the NTIA has concluded that (a) the Company's proposed mobile broadband network will impact GPS services and (b) there currently is no practical way to mitigate the potential harmful interference from the Company's planned terrestrial operations in the 1525—1559 MHz band such that the Company could successfully deploy an adequate commercial network.

On February 15, 2012, the FCC stated in a public notice (the "2012 Public Notice") that the interference resolution process had not been successfully completed by the Company because alleged harmful interference concerns were not resolved to the FCC's satisfaction. Moreover, the FCC concluded that, although the overload interference issues were raised by the GPS community in connection with the Conditional Waiver Order, the interference addressed by the NTIA was associated not with the mobile handsets at issue therein, but rather, with the Company's planned terrestrial base stations and, thereby, the full Company ATC service authorized in 2004 and 2010. Accordingly, the FCC proposed to vacate the Conditional Waiver Order and modify the Company's satellite license to suspend indefinitely the Company's underlying ATC authorization, first granted in 2004, to an extent consistent with the NTIA Letter. The FCC invited interested parties to comment on these proposals by March 1, 2012, but subsequently extended such deadline to March 16, 2012. The Company filed its comments to the 2012 Public Notice on March 16, 2012 and filed its reply to the comments of other interested parties on March 30, 2012.

The Debtors have stated that they intend to vigorously defend their rights in the ongoing 2012 Public Notice process, while simultaneously pursuing a resolution with the FCC and other federal government agencies that will permit it to deploy its terrestrial network—a process they claim could last two years.

3. Cost-Cutting Measures

Throughout the first quarter of 2012, the Company faced liquidity challenges. Specifically, LightSquared LP was obligated to make a $25 million interest payment to the LP Lenders on March 30, 2012. Moreover, although the Company was able to extend the maturity date of the Prepetition Inc. Credit Agreement, in light of, among other things, the status of the FCC process and the GPS industry's allegations, LightSquared Inc. was unable to refinance its facility or raise capital to aid it in the deployment of the 4G LTE network (as required by the FCC).

In an attempt to ease its liquidity constraints and preserve cash, the Company began to undertake substantial cost-cutting initiatives during the first quarter of 2012, including executing a major reduction in staff and entering into negotiations with its contractual counterparties to defer or reduce payments. As part of this effort, the Company successfully renegotiated the Inmarsat Cooperation Agreement, pursuant to that certain Amendment No. 2, dated as of April 18, 2012, to: (a) suspend Phase 2 (as defined in the Inmarsat Cooperation Agreement) of the Inmarsat Cooperation Agreement until March 31, 2014, with the understanding that the Company may, at its option, elect to restart Phase 2 prior to such date; (b) eliminate, during such period of suspension, any Phase 2 payments to Inmarsat, including the quarterly payment of approximately $29.6 million due on March 31, 2012 (which, if not paid, would have triggered cross-defaults under both the Prepetition Inc. Credit Agreement and the LP Facility Credit Agreement); and (c) recommence, as of April 1, 2014 or an earlier date as elected by the Company, Phase 2 payments based on a restructured payment plan that will differ from the previous Phase payments. In addition, a payment for certain transition services was renegotiated within the scope of the amended terms for Phase 2. Moreover, the Company terminated the One Dot Four Lease, thereby obviating the requirement to pay TerreStar 1.4 Holdings LLC $2 million on March 23, 2012 and an additional $2 million on April 23, 2012.

4. Prepetition Discussions with Prepetition Lenders

Recognizing the (a) impact of the foregoing events and the liquidity constraints on its business operations and (b) necessity of an extended period in which to resolve its issues with the FCC as well as to streamline its business operations and financial obligations, the Company began negotiations with the Prepetition Lenders in February 2011 to waive, among others, the then potential events of default asserted by the Prepetition Lenders. On March 15, 2012, the Company was able to secure the Inc. Waiver and Amendment with the requisite number of the Prepetition Inc. Lenders and a short, forty-five (45)-day waiver, subsequently extended by two waivers each granting an additional seven (7) days, with the requisite number of the LP Lenders. In connection with the Inc. Waiver and Amendment, (x) the maturity date for the Prepetition Inc. Credit Facility was extended from July 1, 2012 to December 31, 2012, (y) a two percent (2%) non-cash fee was paid to the UBS AG, Stamford Branch, as administrative agent, for the ratable account of each Prepetition Inc. Lender and (z) Harbinger agreed to subordinate amounts owing to it under the Prepetition Inc. Credit Facility to amounts owing to the other Prepetition Inc. Lenders under the Prepetition Inc. Credit Agreement in exchange for 2.5 million penny warrants. During the waiver period, the Company and the Prepetition Lenders attempted to negotiate a global restructuring that would provide the Company with the liquidity and runway necessary to resolve its issues with the FCC. The Company and the Prepetition Lenders were not able to consummate a global restructuring on terms acceptable to all interested parties.

VI.

THE CHAPTER 11 CASES

A. Commencement of the Chapter 11 Cases

On May 14, 2012 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases. On that same day, the Debtors also filed several pleadings (the "First Day Pleadings"), which are discussed in detail below.

B. First Day Pleadings

1. Joint Administration

On May 14, 2012, the Debtors filed a motion seeking the joint administration of the Chapter 11 Cases (the "Joint Administration Motion") [Docket No. 2]. On May 15, 2012, the Bankruptcy Court issued an order granting the Joint Administration Motion [Docket No. 33].

2. Case Management

On May 14, 2012, the Debtors filed a motion seeking approval of an order implementing case management procedures [Docket No. 18]. On June 11, 2012, the Bankruptcy Court entered an order implementing case management procedures that: (a) established requirements for filing and serving notices, motions, applications, declarations, objections, responses, memoranda, briefs, supporting documents and other papers filed in the Debtors' Chapter 11 Cases; (b) delineated standards for service of notices of hearings and agenda letters; (c) fixed periodic omnibus hearing dates and articulated mandatory guidelines for scheduling hearings and objection deadlines; and (d) limited matters that are required to be heard by the Bankruptcy Court [Docket No. 121].

3. Extension of Deadline for Filing Schedules

On May 14, 2012, the Debtors filed a motion seeking approval of an extension of the deadline for filing their Financial Schedules [Docket No. 6]. On May 16, 2012, the Bankruptcy Court granted an extension of thirty (30) days (until and including June 27, 2012) for the Debtors to file their Financial Schedules [Docket No. 44]. The Debtors filed their Financial Schedules with the Bankruptcy Court on June 27, 2012 [Docket Nos. 154–173].

4. Retention of a Claims and Noticing Agent

The Debtors filed an application on May 14, 2012 to employ KCC as claims and noticing agent in order to expedite the distribution of notices and processing of claims and relieve the Bankruptcy Court's Clerk's office of the administrative burden of a potentially overwhelming number of claims [Docket No. 4]. The Bankruptcy Court granted the Debtors' application to employ KCC as claims and noticing agent on May 15, 2012 [Docket No. 34].

5. Limitation of Service

On May 14, 2012, the Debtors filed a motion seeking approval of an order (a) authorizing the Debtors to prepare a consolidated list of creditors in the format or formats maintained in the ordinary course of business in lieu of submitting a mailing matrix, (b) authorizing the Debtors to file a consolidated list of their twenty (20) largest unsecured creditors, and (c) approving the form and manner of notice of the commencement of the Debtors' Chapter 11 Cases [Docket No. 5]. The Bankruptcy Court issued an order granting the motion on May 15, 2012 [Docket No. 35].

6. Business Operations

a. *Cash Management and Intercompany Transactions*

As is typical with most corporate enterprises, the Debtors had in place as of the Petition Date a cash management system for the collection of receipts and the disbursement of funds. The Debtors use a cash management system that consists of two (2) separate segregated cash management systems, one each for Inc. Group[12] and LP Group.[13]

In the ordinary course of business, the Inc. Group utilizes an integrated, centralized cash management system (the "Inc. Group Cash Management System") to collect and manage or disburse and invest funds. Also in the ordinary course of business, the LP Group utilizes an integrated, centralized cash management system (the "LP Group Cash Management System" and, together with the Inc. Group Cash Management System, the "Cash Management Systems") to collect and manage or disburse and invest funds used in its operations.

In the ordinary course of business, cash amounts paid by one Debtor entity on behalf of other Debtor entities (depending on the transaction) had been historically recorded as capital contributions or equity investments (the "Cash Transactions"). The Debtors and certain non-Debtor affiliates utilize a cost allocation system where expenses initially paid by a Debtor or a non-Debtor affiliate for the benefit of other Debtors or non-Debtor affiliates are allocated to the appropriate entities in proportion to the benefits received by such entities (together with the Cash Transactions, the "Intercompany Transactions"). Through their use of the Cash Management Systems, the Debtors facilitate cash forecasting and reporting, monitor collections and disbursements of funds, and maintain control over the administration of various bank accounts

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12 The "Inc. Group" consists of (a) the following Debtor entities: LightSquared Inc., One Dot Six Corp., One Dot Four Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, LightSquared GP Inc. and One Dot Six TVCC Corp. and (b) the following non-Debtor entities: TVCC Holding Company, LLC, TVCC Intermediate Corp., Columbia One Six Partners IV, Inc., Columbia FMS Spectrum Partners IV, Inc., TVCC One Six Holdings LLC and CCMM I LLC.

13 The "LP Group" consists of (a) the following Debtor entities: LightSquared LP, LightSquared Investors Holdings Inc., TMI Communications Delaware, Limited Partnership, ATC Technologies, LLC, LightSquared Corp., LightSquared Finance Co., LightSquared Network LLC, LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc., Lightsquared Bermuda Ltd. and SkyTerra Investors LLC and (b) the following non-Debtor entity: LightSquared (UK) Limited.

(the "Bank Accounts") that are required to effect the collection, disbursement, and movement of cash.

On May 14, 2012, the Debtors filed a motion seeking to: (a) continue to use their existing cash management system, bank accounts, and disbursement accounts, (b) open new debtor in possession bank accounts with authorized depository banks or close any existing bank accounts as the Debtors deem necessary and appropriate in their sole discretion, and (c) continue performing ordinary course Intercompany Transactions (the "Cash Management and Intercompany Transactions Motion") [Docket No. 7]. On May 15, 2012, the Bankruptcy Court entered an interim order granting the Cash Management and Intercompany Transactions Motion [Docket No. 36]. On June 11, 2012, the Bankruptcy Court entered a final order authorizing (a) the continued use of Cash Management Systems and the Bank Accounts, with the same account numbers, in existence on the Petition Date, (b) the treatment of the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession, and (c) if needed, subject to the giving of notice, the opening of new debtor in possession accounts with authorized depository banks or the closing of any existing accounts as the Debtors may deem necessary and appropriate in their sole discretion [Docket No. 115].

b. *Utility Services*

In connection with the operation of their businesses and management of their properties, the Debtors obtain from certain utility companies (the "Utility Providers") a wide range of utility services in the ordinary course of business for, among other things, water, sewer service, electricity, telephone, data services and other similar services. On May 14, 2012, the Debtors filed a motion seeking an order (a) deeming Utility Providers adequately assured of future performance and (b) establishing procedures for resolving requests for additional adequate assurance of future payment [Docket No. 17]. On June 11, 2012, the Bankruptcy Court issued an order determining adequate assurance of payment for future utility services [Docket No. 120]. Pursuant to the order, as adequate assurance, the Debtors deposited $21,850 into a newly-created, segregated, interest-bearing bank account.

c. *Payment of Prepetition Taxes and Assessments*

In the ordinary course of their businesses, the Debtors (a) collect, incur and/or comply with a variety of taxes or tax obligations, including certain business, corporation, franchise, partnership, personal property, provincial, capital, non-resident withholding, sales and use, goods and services, harmonized sales, excise and other taxes (collectively, the "Taxes"), (b) charge certain annual reporting fees, FCC fees and Canadian Regulatory Fees, and other similar charges and assessments (collectively, the "Fees") on behalf of various taxing, licensing and other regulatory authorities (collectively, the "Authorities"), and (c) pay Fees to such Authorities for licenses and permits required to conduct the Debtors' businesses in the ordinary course.

On May 14, 2012, the Debtors filed a motion seeking authorization to pay Taxes and Fees and directing financial institutions to honor all related checks and electronic payment requests [Docket No. 10]. On May 16, 2012, the Bankruptcy Court issued an interim order authorizing, but not requiring, the Debtors to pay, in their sole discretion, all Taxes and Fees in the ordinary course of their businesses, including all Taxes and Fees subsequently determined to be owed for periods prior to the Petition Date, and authorizing and directing banks and financial institutions on which checks were drawn or electronic payment requests were made to receive, process, honor, and pay all such checks and electronic payment requests [Docket No. 39]. On June 11, 2012, the Bankruptcy Court entered a final order authorizing the same [Docket No. 117].

d. *Continuation of Prepetition Insurance Policies*

In connection with their business operations, the Debtors maintain multiple insurance policies in respect of, among other things, property damage, general liability, umbrella liability, automobile liability, fiduciary liability, employment practices liability, cargo, directors and officers' liability, space insurance, and international liability (collectively, the "Insurance Programs"). In addition, the Debtors maintain in-orbit insurance on their SkyTerra-1 satellite (the "Satellite Insurance Program") that covers losses and liabilities associated with the satellite of up to $250,000,000. On May 14, 2012 the debtors filed a motion for authorization to honor the terms of their Insurance Programs, including the Satellite Insurance Program, and pay installment payments that come due after the Petition Date or to modify, extend, or supplement the policies as the Debtors see fit (the "Insurance Policies Motion") [Docket No. 9]. On May 16, 2012, the Bankruptcy Court issued an interim order granting the Insurance Policies Motion [Docket No. 41]. The Bankruptcy Court entered a final order on June 11, 2012 [Docket No. 118].

e. *Employee Wages and Benefits*

On May 14, 2012, the Debtors filed a motion for an order (A) authorizing them to (i) pay certain prepetition wages and reimbursable employee expenses, (ii) pay and honor employee benefits and (iii) continue employee benefits programs and (B) authorizing and directing financial institutions to honor all related checks and electronic payment requests [Docket No. 8]. The Bankruptcy Court issued an interim order on May 15, 2012 [Docket No. 38] and a final order granting the relief requested on June 11, 2012 [Docket No. 133].

f. *Notification Procedures and Restrictions on Certain Transfers of Interests and Claims in the Debtors*

On May 14, 2012, the Debtors filed a motion to authorize the establishment of procedures to protect the potential value of the Debtors' more than $1.5 billion in consolidated net operating tax loss carryforwards ("NOLs") (a portion of which is subject to limitation) and certain other tax attributes, including, potentially, a net unrealized built-in loss in its Assets (together with NOLs, the "Tax Attributes") (the "Restriction on Transfers Motion") [Docket No. 11]. The proposed procedures included treating as void ab initio any acquisition, disposition, claim of a worthless securities deduction under 165(g) of the Code (as defined below) or other transfer of LightSquared Inc. stock in violation of the restrictions set forth in the proposed order. On May 16, 2012, the Bankruptcy Court entered an interim order granting the Restriction on Transfers Motion [Docket No. 40]. On May 22, 2012 the Ad Hoc LP Secured Group objected to the motion, explaining, among other things, that the ability of the Debtors to use the Tax Attributes would only be relevant in remote situations [Docket No. 64]. On June 4, 2012, after the Debtors and the Ad Hoc LP Secured Group agreed upon a form of order that resolved the objection, the

Bankruptcy Court issued a final order granting the Restrictions on Transfers Motion [Docket No. 84].

g. *Foreign Representation*

On May 14, 2012, the Debtors filed a motion for entry of an order authorizing LightSquared LP to act as the foreign representative on behalf of the Debtors' Estates in any judicial or other proceeding in a foreign country [Docket No. 12]. The Debtors have certain Assets and limited operations in Canada, and after the Petition Date, they commenced a restructuring proceeding in the Ontario Superior Court of Justice (Commercial List) pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "Canadian Proceedings"). On May 16, 2012, the Bankruptcy Court entered an interim order [Docket No. 42], with a final order following on June 11, 2012, authorizing LightSquared LP to act as a foreign representative on behalf of the Debtors [Docket No. 119].

h. *Interim Compensation and Reimbursement of Professional Persons and Committee Members*

In an effort to permit the Debtors to closely monitor the costs and streamline the administration of the Chapter 11 Cases, and to allow the Bankruptcy Court and parties in interest, including the U.S. Trustee, to ensure the reasonableness and necessity of the compensation and reimbursement requested, the Debtors developed procedures for interim compensation and reimbursement of expenses of professionals whose services are authorized by the Bankruptcy Court pursuant to either section 327 or section 1103 of the Bankruptcy Code and for reimbursement of reasonable out-of-pocket expenses incurred by members of any statutory committee of unsecured creditors appointed in the Chapter 11 Cases. On May 14, 2012, the Debtors moved for the entry of an order establishing an orderly, regular process for the monthly allowance and payment of compensation and reimbursement of expenses [Docket No. 19], and the Bankruptcy Court approved such requested relief on June 11, 2012 [Docket No. 122].

i. *Cash Collateral Motion*

On May 14, 2012, the Debtors filed a motion (the "Cash Collateral Motion") seeking authority to use cash collateral ("Cash Collateral") and grant adequate protection to certain prepetition secured parties [Docket No. 13]. The Debtors sought to use Cash Collateral because they could not generate sufficient unencumbered cash from operations to cover their operating expenses and the Cash Collateral was needed to meet capital expenditures and other non-operating cash expenses.

Several parties, including the Ad Hoc LP Secured Group, objected to the Cash Collateral Motion. At a hearing on the Cash Collateral Motion, the Debtors presented to the Bankruptcy Court an agreed order (the "Initial Cash Collateral Order") that, among other things, enabled the Debtors on a final basis (and for up to one year) to use the Cash Collateral of the Prepetition Inc. Lenders and LP Lenders in order to continue operations. In exchange, the Prepetition Inc. Lenders and the LP Lenders were to receive adequate protection liens and monthly payments to guard against any diminution in the value of their respective collateral. The Bankruptcy Court entered the Initial Cash Collateral Order on June 13, 2012 [Docket No. 136]. On February 19, 2013, in connection with the Exclusivity Stipulation (as defined and discussed below), the Bankruptcy Court entered an agreed order amending the Initial Cash Collateral Order (the "Amended Cash Collateral Order") [Docket No. 544]. Pursuant to the Amended Cash Collateral Order, the Debtors were authorized to further use Cash Collateral through December 31, 2013 in order to further the terms of the Exclusivity Stipulation (as defined below).

C. Ahuja Settlement Agreement

On July 6, 2012, the Debtors filed a motion seeking (a) authority to enter into, and approval of, a settlement agreement (the "Ahuja Settlement Agreement") between LightSquared Inc., on behalf of itself and the other Debtors' Estates, Harbinger, and Sanjiv Ahuja (the former chairman of the board of directors and chief executive officer of LightSquared Inc. and an officer and director of various other LightSquared entities), (b) authority to reject Mr. Ahuja's employment agreement and certain related documents, and (c) authority to take any and all actions reasonably necessary to consummate and perform any and all obligations under the Ahuja Settlement Agreement (the "Ahuja Settlement Motion") [Docket No. 213]. The Ahuja Settlement Agreement provides that, in satisfaction of Mr. Ahuja's claims for compensation and/or benefits, Mr. Ahuja will receive (x) an allowed unsecured non-priority claim against LightSquared LP in the amount of $750,000 and (y) an allowed common interest in the amount of 8,832,354 shares of current common stock of LightSquared Inc., which shall be subject to dilution only on account of subsequent issuances of current common stock of LightSquared Inc. to the same extent and in the same manner and proportion as all other current common stockholders of LightSquared Inc. are diluted in connection with such issuance; provided, all payments made on account of such allowed claim and interest are to be made only in accordance with a confirmed chapter 11 plan. The Ahuja Settlement Agreement also provides that the Debtors will indemnify Mr. Ahuja for all of his actions and omissions during the time he was a director, officer or employee. Pursuant to the Ahuja Settlement Agreement, on the effective date thereof, (i) Mr. Ahuja's employment agreement and certain related documents shall be deemed rejected, (ii) Mr. Ahuja's employment with the Debtors shall cease, (iii) Mr. Ahuja shall have resigned from the board of directors of each applicable LightSquared entity, and (iv) Mr. Ahuja shall not hold any office or title with any LightSquared entity or board of directors. No objections to the Ahuja Settlement Motion were filed, and on July 17, 2012, the Bankruptcy Court entered an order approving the Ahuja Settlement Agreement [Docket No. 223].

D. Key Employee Incentive Program

On August 29, 2012, the Debtors filed a motion (the "KEIP Motion") seeking the approval of a key employee incentive plan (the "Original KEIP") for four (4) senior level executives (the "Key Employees") [Docket No. 292]. The following is a list of the Key Employees, their positions and their annual salaries as of the date of the KEIP Motion:

Senior Level Executive	Title	Salary
Douglas Smith	Interim Chief Executive Officer, President, and	$700,000

	Chairman of the Board	
Marc Montagner	Chief Financial Officer	$500,000
Curtis Lu	General Counsel	$500,000
Jeffrey Carlisle	Executive Vice President, Regulatory Affairs & Public Policy	$400,000

The Original KEIP provided that each of the Key Employees would be entitled to receive an incentive bonus consisting of cash and a preset amount of restricted stock units ("RSUs"), paid in shares of current common stock of LightSquared Inc. upon the satisfaction of one or more of the following objectives: (a) cash preservation, (b) progress made in the regulatory process, and (c) the occurrence of the effective date of a chapter 11 plan or the consummation of a sale of substantially all of the Debtors' Assets (the "Emergence Objective" and collectively, the "Incentive Objectives"). Over a period of time that would last at least two (2) years, each Key Employee would be eligible to receive aggregate incentive payments of cash up to 285% of each such Key Employee's annual salary and vesting of all issued RSUs if all Incentive Objectives were satisfied, and in the event a Key Employee is terminated without cause, such Key Employee would have been entitled to the vesting of RSUs upon the occurrence of each subsequent Incentive Objective as if such Key Employee had not been terminated. However, should a plan or confirmation of a sale result in a payout to the Debtors' Prepetition Lenders on their claims that is less than par plus accrued in cash, and such treatment is not accepted under a plan by either the Prepetition Inc. Lenders or the LP Lenders, any cash award paid to the Key Employees on account of the Emergence Objective shall be multiplied by a factor of .80. The Ad Hoc LP Secured Group and the U.S. Trustee filed objections to the KEIP Motion (together, the "KEIP Objections") on September 6, 2012 and September 7, 2012, respectively [Docket Nos. 302, 309]. The KEIP Objections asserted that the Original KEIP (a) provided for impermissible retention payments under section 503(c)(1) of the Bankruptcy Code and (b) violated section 503(c)(3) of the Bankruptcy Code by providing for transfers outside of the ordinary course of business that were not justified by the facts and circumstances of the case.

In response to the KEIP Objections, on October 19, 2012, the Debtors filed a supplemental motion seeking the approval of a revised key employee incentive plan (as revised, the "KEIP") [Docket No. 385]. The revised KEIP: (a) removed the issuance of RSUs as consideration, (b) tightened the Debtors' budget compliance requirements, and (c) tightened payment dates under the Emergence Objective. On October 23, 2012, the Bankruptcy Court entered an order approving the KEIP [Docket No. 394].

E. Rejection of Lease Documents Nunc Pro Tunc to the Petition Date

On August 29, 2012, the Debtors filed a motion seeking a 90-day extension to assume or reject unexpired leases of nonresidential real property from September 11, 2012 to and including December 10, 2012 [Docket No. 291]. There were no objections to this motion. On October 1, 2012, the Bankruptcy Court entered an order extending the Debtors' time to assume or reject unexpired leases to and including December 10, 2012 [Docket No. 344].

Also on August 29, 2012, the Debtors filed a motion seeking to reject a nonresidential real property lease with 450 Park Avenue, LLC which was in respect of the Debtors' use of office space at 450 Park Avenue, New York, New York [Docket No. 290]. The lease was to terminate in November 2015 and rent for the premises was $35,917.13 per month or $431,005.50 per year. On September 13, 2012, the Bankruptcy Court entered an order granting the Debtors' motion to reject the real property lease with 450 Park Avenue, LLC (the "450 Park Avenue Order") [Docket No. 318].

On November 14, 2012, the Debtors filed a motion seeking a further extension of time to assume or reject certain unexpired leases of nonresidential real property and rejection of all other of the Debtors' unexpired leases of nonresidential property not assumed or for which the time to assume had not been extended [Docket No. 413]. In the motion, the Debtors asserted that in undertaking a strategic review of unexpired leases, it was in their sound business judgment that a further extension of the deadline for certain unexpired leases (the "Extension Leases") was in the best interest of the Debtors and the Estate. The Extension Leases are leases of nonresidential real property currently used by the Debtors for (a) inventory fulfillment and warehousing, (b) satellite carrier monitoring stations, and (c) satellite network gateways. The Debtors split the Extension Leases into two groups and requested that each counterparty consent in writing to extensions of the deadline to assume or reject to and including June 10, 2013 for the first group of Extension Leases and the date upon which a plan of reorganization is confirmed for the second group of Extension Leases. Each counterparty to an Extension Lease consented to the requested extension, and, on November 28, 2012, the Bankruptcy Court issued a final order extending the period the Debtors may assume or reject the Extension Leases to and including (a) March 10, 2013, for the Extension Leases listed on schedule 1 of the order, (b) June 10, 2013, for the Extension Leases listed on schedule 2 of the order, and (c) the date of confirmation of a plan of reorganization, for the Extension Leases listed on schedule 3 of the order [Docket No. 438].

On April 30, 2013, the Debtors filed another motion seeking a further extension of their time to assume or reject unexpired leases of nonresidential real property (the "Third Lease Extension Motion") [Docket No. 626]. In the Third Lease Extension Motion, the Debtors sought a further extension of such time to the earlier of (a) December 31, 2013 and (b) the date upon which a plan of reorganization under chapter 11 of the Bankruptcy Code is confirmed in the Chapter 11 Cases. The Third Lease Extension Motion was granted by the Bankruptcy Court on May 15, 2013 [Docket No. 631].

F. Representation of the Debtors

On May 14, 2012, the Debtors applied for orders seeking the employment and retention of several professionals. Specifically, the Debtors filed an application seeking entry of an order authorizing and approving the employment and retention of Milbank, Tweed, Hadley & McCloy ("Milbank") as attorneys for the Debtors nunc pro tunc to the Petition Date [Docket No. 21], and such application was approved by the Bankruptcy Court on June 11, 2012 [Docket No. 124]. Milbank serves as lead bankruptcy counsel for the Debtors. Moreover, the Debtors sought the employment and retention of Fraser Milner Casgrain LLP ("Fraser Milner") as Canadian counsel for the Debtors nunc pro tunc to the Petition Date [Docket No. 22], and such application was approved on June 11, 2012 [Docket No. 125]. Fraser Milner represents the Debtors in connection with their restructuring efforts in the Canadian Proceedings. Lastly, the Debtors applied for entry of an order authorizing and approving the employment and retention of Alvarez & Marsal North America, LLC as financial advisor to the Debtors nunc pro tunc to the Petition Date [Docket No. 25], and such application was also approved on June 11, 2013 [Docket No. 126].

On May 22, 2012, the Debtors filed an application for entry of an order authorizing and approving the employment of Moelis & Company LLC as financial advisor and investment banker to the Debtors nunc pro tunc to the Petition Date [Docket No. 66], and such application was approved on June 11, 2013 [Docket No. 127].

On May 29, 2012, the Debtors filed several applications seeking the retention and employment of other professionals. Specifically, the Debtors filed an application for entry of an order authorizing and approving the employment and retention of Ernst & Young LLP as tax and agreed-upon procedures service provider to the Debtors nunc pro tunc to the Petition Date [Docket No. 74], and such application was granted on June 18, 2012 [Docket No. 143]. The Debtors also applied for an order authorizing and approving the employment and retention of Kirkland & Ellis LLP ("K&E") as special litigation counsel for the Debtors nunc pro tunc to the Petition Date [Docket No. 75], and such application was approved on June 11, 2013 [Docket No. 128]. K&E advises the Debtors regarding certain commercial litigations that were yet to be commenced prior to the Petition Date and might be brought on a subsequent date. Moreover, the Debtors applied for an order authorizing and approving the retention and employment of Gibson, Dunn & Crutcher LLP ("Gibson Dunn") as special litigation counsel for the Debtors nunc pro tunc to the Petition Date [Docket No. 76], and this application was approved on August 30, 2012 [Docket. No. 295]. In its role as special litigation counsel, Gibson Dunn serves as the Debtors' litigation counsel in connection with ongoing proceedings before the FCC.

On July 2, 2012, the Debtors filed an application for entry of an order authorizing and approving the employment and retention of Latham & Watkins LLP ("Latham") as special FCC counsel to the Debtors nunc pro tunc to the Petition Date [Docket No. 200], and such application was granted on July 17, 2012 [Docket No. 222]. Latham represents the Debtors in respect of substantive matters that fall within the jurisdiction of the FCC, such as representing certain of the Debtors in rulemaking proceedings and defending certain of the Debtors in connection with proposed actions to be taken by the FCC.

Also on July 2, 2013, the Debtors filed an application for entry of an order authorizing the employment and retention of Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") as special litigation counsel to the Debtors [Docket No. 713], and such application was granted on July 17, 2013 [Docket No. 752]. Pillsbury provides the Debtors with legal advice in a variety of matters, including negotiations with satellite operators in connection with international frequency coordination and regulatory compliance for existing and proposed operations.

G. Bar Date Order

On July 27, 2012, the Debtors filed a motion seeking, among other things, entry of an order establishing deadlines for claimants to file proofs of claim in respect of prepetition claims [Docket No. 244]. The Bankruptcy Court subsequently entered an order setting September 25, 2012 as the general bar date, where each person or entity, other than a governmental unit (as defined in section 101(27) of the Bankruptcy Code), needed to file a proof of claim [Docket No. 266]. The deadline for a governmental unit to file a proof of claim was November 12, 2012.

H. Settlement Agreement with Sprint

On February, 13, 2013, the Debtors filed a motion seeking approval of a settlement agreement between the Debtors and Sprint stemming from the Sprint Master Services Agreement, which is further discussed in the section of this Disclosure Statement entitled "General Information – Material Operating Contracts, Sprint Master Services Agreement" [Docket No. 525]. The Debtors initially paid Sprint $310 million as an advance payment (the "Advance Payment") for work on the network and future operational costs, and the outstanding obligations under the Sprint Master Services Agreement were secured by a second-priority security interest in the Prepetition LP Collateral.

After entering into the agreement, the Debtors incurred delays in the build-out of the network. Sprint agreed to amend the Sprint Master Services Agreement to extend the date by which it was entitled to unwind the agreement. The sixth and final of these amendments ("Amendment No. 6") was entered into by the parties on January 27, 2012. Under this amendment, the Debtors agreed that $236,472,168 (the "Agreed MSA Costs") had been fully earned and irrevocably and unconditionally paid to Sprint from the Advance Payment and was not subject to dispute. Sprint further agreed to refund LightSquared LP an amount equal to $65 million from the Advance Payment upon the earlier of (i) March 15, 2012 and (ii) receipt of an acknowledgement from the LP Lenders that Amendment No. 6 was not prohibited under the LP Facility Credit Agreement. Moreover, $8,527,832 of the Advance Payment (the "Unallocated Balance") would remain subject to the termination and unwinding process set forth in the Sprint Master Services Agreement. Lastly, although the parties were not able to fully reconcile and agree upon the precise amount of certain costs arising from Sprint's transactions with American Tower Company to secure capacity and entitlements required for the Debtor's network (the "Asserted ATC Costs"), the parties agreed that $95 million (the "Agreed ATC Costs") of the Asserted ATC Costs were to be included in the Agreed MSA Costs and Sprint reserved its rights to claim the positive difference between the Asserted ATC Costs and the Agreed ATC Costs, which was $110 million (the "Disputed Amount").

On March 15, 2012, Sprint refunded $65 million to the Debtors from the Advance Payment, and the following day, decided to unwind the Sprint Master Services Agreement. Sprint and the Debtors then worked to reconcile the appropriate allocation of the Unallocated Balance, resulting in an agreement among the parties that (a) $2,457,434 had been irrevocably and unconditionally paid to Sprint as Agreed MSA Costs, (b) an additional payment would be made to LightSquared LP from Sprint on May 4, 2012 in the amount of $2,332,794, and (c) $3,737,604 (the "Remaining Advance Payment") should be retained by Sprint pending further reconciliation.

Sprint and its affiliate, Sprint Nextel, proceeded to file three (3) claims against the Debtors (collectively, the "Sprint Bankruptcy Claims"). On August 3, 2012, Sprint Nextel filed proof of claim no. 31, asserting a priority claim in the amount of $11,757.95 against LightSquared Inc. for wireless telecommunications services rendered to LightSquared Inc. On September 24, 2012, Sprint filed proof of claim no. 157 against LightSquared Inc. and proof of claim no. 158 against LightSquared LP, asserting contingent and unliquidated secured claims arising under the termination and unwinding of the Sprint Master Services Agreement, which included the Disputed Amount.

The Debtors entered into a settlement agreement with Sprint (the "Sprint Settlement Agreement") to resolve, discharge, and settle costly litigation relating to the Sprint Bankruptcy Claims and the Debtors' potential claims against Sprint with no further out-of-pocket expenses incurred by the Debtors. As part of the Sprint Settlement Agreement, LightSquared LP received a payment of $1,011,371 from Sprint as appropriate allocation of the Remaining Advance Payment and Sprint retained an amount equal to $2,726,233. Sprint and Sprint Nextel further agreed to withdraw the Sprint Bankruptcy Claims and released Sprint's liens against the Debtors' Assets. Moreover, the parties each agreed to release, discharge, waive, and acquit any claims, demands, liabilities, responsibilities, disputes, remedies, causes of actions, indebtedness, and obligations relating to the Sprint Master Services Agreement and/or the proofs of claim filed by Sprint. On February 27, 2013, the Bankruptcy Court entered an order approving the Sprint Settlement Agreement [Docket No. 565].

I. Standing Motion

On September 15, 2012, the Ad Hoc LP Secured Group filed a motion with the Bankruptcy Court seeking, among other things, standing and authority to commence, prosecute and/or settle certain claims on behalf of the Debtors' Estates (the "Standing Motion") [Docket No. 323]. The impetus for filing the Standing Motion stemmed from Harbinger causing LightSquared Inc. to enter into a purported prepetition loan with certain lenders, including Harbinger and an affiliate. The Ad Hoc LP Secured Group alleged that the investment was not a loan at all but an equity infusion that was mischaracterized by Harbinger in an effort to elevate the priority of the investment. Moreover, the Ad Hoc LP Secured Group argued that Harbinger caused the Prepetition Inc. Subsidiary Guarantors to guarantee the purported loan, which provided no benefit to such affiliates, but assured that any value in those subsidiaries would be channeled to Harbinger and its allied lenders, and not to the Debtors' outside creditors. Additionally, it was alleged that Harbinger subsequently caused the Debtors to preferentially transfer security interests to a group of non-Debtor entities (collectively, the "Defendants"),[14] for no consideration, in order to solidify its purported priority claims to the Debtors' previously unencumbered Assets. Consequently, the Ad Hoc LP Secured Group believed that the Debtors' Estates had strong and valuable claims against the Defendants for preference, fraudulent transfer, recharacterization of the loans as equity and for equitable subordination. Since the Ad Hoc LP Secured Group alleged that the Debtors are conflicted and will not sue its controlling insider (Harbinger), based on the foregoing actions, the Ad Hoc LP Secured Group requested authority to prosecute these claims on behalf of the Debtors' Estates.

On October 17, 2012, U.S. Bank interposed an objection to the Standing Motion, arguing that the Ad Hoc LP Secured Group did not meet the requisite standard for obtaining standing to

[14] The Defendants are comprised of the following entities: Harbinger Capital Partners SP, Inc., Blue Line DZM Corp., Mast AK Fund LP, Mast Credit Opportunities I Master Fund Limited, Mast OC I Master Fund, Mast PC Fund LP, Mast Select Opportunities Master Fund, Seawall Credit Value Master Fund, Ltd., Seawall OC Fund, Ltd., U.S. Bank, and Does 1-100.

prosecute claims because, among other things, the members of the Ad Hoc LP Secured Group are not creditors of the Prepetition Inc. Subsidiary Guarantors and it would be too costly to the Debtors' Estates to have the Ad Hoc LP Secured Group prosecute the claims in relation to any benefit received. On the same day, Harbinger also filed an objection to the Standing Motion and argued that the Standing Motion was merely an attempt by the Ad Hoc LP Secured Group to gain leverage in the Chapter 11 Cases and would result in the waste of Estate resources to the benefit of only the Ad Hoc LP Secured Group. Supplemental pleadings were filed by the parties and a hearing on the Standing Motion was held on January 9, 2013. At the hearing, the Bankruptcy Court deferred rendering a ruling on the Standing Motion and requested additional briefing, which was filed on February 13, 2013. As of the date hereof, the Bankruptcy Court has yet to issue a ruling on the Standing Motion.

J. Debtor-in-Possession Financing

On June 20, 2012, the Debtors filed a motion (the "DIP Motion") seeking authority to allow One Dot Six Corp. (the "DIP Borrower") to obtain, and LightSquared Inc., One Dot Four Corp., and One Dot Six TVCC Corp. (collectively, the "DIP Guarantors" and, together with the DIP Borrower, the "Inc. Obligors") to unconditionally guaranty jointly and severally the DIP Borrower's obligations in respect of, secured, priming superpriority postpetition financing (the "DIP Facility") in the amount of $40 million [Docket No. 147]. The DIP Facility was created pursuant to the terms and conditions of that certain Credit Agreement (the "DIP Agreement") by and among the Inc. Obligors, U.S. Bank National Association, as arranger, administrative agent and collateral agent (the "DIP Agent"), for and on behalf of itself and the lenders party thereto, including Mast Credit Opportunities I Master Fund Limited, Mast OC I Master Fund, L.P. (by Mast Capital Management, LLC, its general partner), Mast Select Opportunities Master Fund, L.P., (by Mast Select Opportunities GP, LLC, its general partner), Mast AK Fund, L.P. (by Mast AK Fund GP, LLC, its general partner), and Mast PC Fund L.P. (by Mast PC GP, LLC, its general partner).

Pursuant to the DIP Facility, superpriority secured, priming liens would be granted in favor of the DIP Agent with respect to any and all owned and subsequently acquired personal property, real property, and other Assets of only the Inc. Obligors. On July 17, 2012, the Bankruptcy Court entered an order approving the DIP Motion (the "DIP Order"), which provided the DIP Borrower access to a slightly increased amount ($41.4 million) of postpetition borrowings [Docket No. 224]. In connection with the Exclusivity Stipulation, the Bankruptcy Court subsequently approved an amendment to the DIP Order that, among other things, provided the Inc. Obligors with access to an additional $5 million of postpetition financing [Docket No. 579].

K. Exit Financing

On May 31, 2013, the Debtors filed a motion (the "Exit Financing Motion") seeking, among other things, authority to enter into and perform under an engagement letter (the "Engagement Letter") related to certain exit financing arrangements [Docket No. 645]. The Engagement Letter was executed by the Debtors and Jefferies LLC ("Jefferies") and provides that Jefferies will act as sole and exclusive manager and placement agent or arranger, as the case may be, in connection with the arrangement of a senior secured term loan in an amount that the

Debtors hope will exceed the face amount of Prepetition LP Obligations, the Prepetition Inc. Obligations, and the DIP Obligations (as all are defined in the Exit Financing Motion). Initially, the Engagement Letter contemplated that the LP Debtors' Estates would absorb 85 percent of the fees and costs associated with obtaining the exit financing. After the Ad Hoc LP Secured Group raised concerns about this provision of the Engagement Letter, the terms of the Engagement Letter were amended to provide that Harbinger would fund all of the up-front fees associated with the financing (which are anticipated to be up to approximately $80 million) and that LightSquared Inc., and not LightSquared LP, would be a party to the Engagement Letter. On June 7, 2013, the Bankruptcy Court entered an order authorizing the Debtors to enter into an amended Engagement Letter [Docket No. 667].

L. Postpetition FCC Developments

Subsequent to the Petition Date, the Company initiated a number of additional proceedings before the FCC in an effort to resolve the difficulties that had been encountered, the specific intent of which was to allow the Company to avoid and/or resolve all outstanding GPS interference concerns. Specifically, the Company contemplated a frequency configuration that would involve pairing 10 MHz of its existing uplink L-Band spectrum with a newly created 10 MHz downlink channel that would be comprised of both (a) 5 MHz of existing leased spectrum in the 1670—1675 MHz band held by Debtor One Dot Six Corp. and (b) 5 MHz of spectrum currently held by existing federal government users, including the National Oceanic and Atmospheric Administration ("NOAA"), that the Company has requested to share with the incumbent users. The Company would also have an additional existing 10 MHz L-Band channel available for uplink operations. As a whole, this set of proposals to the FCC would give the Company access to a total of 30 MHz of spectrum for terrestrial use. These applications to the FCC also included a permanent relinquishment of the Company's authority to use the upper 10 MHz downlink L-Band spectrum channel for terrestrial use and further asked the FCC to examine conditions under which the lower 10 MHz downlink L-Band spectrum channel could be used sometime in the future for terrestrial use.

In the first proceeding, which was initiated by a Request for Action filed on September 24, 2012, the Company requested confirmation that the initial buildout milestone requirements that the FCC had imposed on it in 2010 no longer applied to it, in light of the events that had transpired since then which had prevented the Company from moving forward with its terrestrial network. Under those buildout requirements, the Company would have been obligated to have a terrestrial wireless system capable of serving at least 100 million customers in place by December 31, 2013. Although a few parties submitted comments raising possible concerns principally of a procedural nature, there were no real substantive objections to the Company's request, and, on December 20, 2012, the FCC issued an order tolling all of the buildout requirements that had previously been imposed in 2010, pending further action in other proceedings.

In the second proceeding, the Company formally requested that its license be modified to allow it to operate in the 1675—1680 MHz band. The license modification request was filed on September 28, 2012 and was placed on public notice by the FCC on November 17, 2012. The application was predicated on the assumption that NOAA, the current user of this spectrum, would be able to relocate a substantial portion of its use to another frequency band. The application also argued that NOAA and the Company could develop a workable sharing arrangement with respect to any remaining use of this frequency band. As part of this filing, the Company further indicated that, if this license modification were approved, the Company would then be willing to permanently relinquish its authority to use the upper 10 MHz of downlink L-bank spectrum that had resulted in the most significant levels of interference with GPS users. A large number of comments were filed on the license modification request, including several in support of the Company's request that were submitted by the Company's customers and other supporters. A small number of comments more critical of the request were also submitted, again focusing on primarily procedural rather than substantive concerns. The Company's license modification application is still pending as of this time.

The license modification request was followed by a separate filing, made on November 2, 2012, which requested that the FCC initiate a rulemaking proceeding to amend the U.S. Table of Spectrum Allocations to add a primary allocation permitting non-Federal terrestrial mobile use of the 1675—1680 MHz band. This rulemaking request was primarily intended to confirm that the change sought by the Company's license modification request would not in any way be inconsistent with the terms of the U.S. Table of Spectrum Allocations. The rulemaking request was placed on public notice on November 9, 2012. As in the case of the license modification request, it drew a small number of comments that again could be categorized as raising some procedural concerns but no substantive objections. This rulemaking proceeding request is still pending as of this time.

The fourth proceeding concerned the Company's request that the FCC initiate a rulemaking proceeding to develop operating parameters for terrestrial use of the 1526–1536 MHz portion of the L-Band that would then be reflected in revised technical rules. The rules would both provide for a transitional period that could allow terrestrial use of the lower 10 MHz of the Company's L-Band downlink spectrum at 1526—1536 MHz in a manner that would ensure further compatibility with GPS receivers and establish a timetable, based on the record in the proceeding, that would ultimately permit the Company robust commercial terrestrial use of this band. This request, which was filed on the same date as the license modification request, was placed on public notice by the FCC on November 17, 2012. This request also drew a small number of comments, with no substantive opposition articulated to the FCC commencing such a proceeding. This rulemaking proceeding request is still pending as of this time.

The fifth and final proceeding concerned the Company's request for an experimental license, filed with the FCC on March 5, 2013, for the purpose of ascertaining (a) the technical compatibility of fixed commercial wireless base stations in the 1675—1680 MHz band with existing spectrum operations in and around that frequency range, and (b) the technical compatibility of radiosonde operations in the 400.15—406 MHz band with existing spectrum operations in and around that frequency range. These technical compatibility studies are directly related to the prior license modification application that the Company had filed on September 28, 2012, and are to be conducted in close coordination with NOAA and the NTIA, both agencies within the U.S. Department of Commerce. The FCC granted the Company's request on April 29, 2013. The license is valid through July 20, 2013.

In addition to the five (5) proceedings initiated by the Company directly, there is one other proceeding pending at the FCC that is relevant to the Company's plans. There is a separate proceeding which concerns the substantial service requirements imposed on Crown Castle, which is the company from which Debtor One Dot Six Corp., is currently leasing the 1670—1675 MHz block of spectrum, which is directly adjacent to the 1675—1680 MHz block of spectrum that the Company is now seeking authorization to use as well. The substantial services requirements imposed on that spectrum by the FCC, which are similar in nature to the buildout requirements that had been imposed on the Company, would require that the spectrum be placed in "substantial service" by October 2013. Crown Castle filed a request with the FCC on October 9, 2012 which was placed on public notice on November 5, 2012 to extend this substantial service requirement for up to three (3) years. No comments were filed on that application and it is still pending before the FCC.

The Company's plans to secure timely use of the 1675—1680 MHz band remain dependent on the FCC's ability to allocate such spectrum for the Company's use without material constraints. However, the FCC's ability to do so may have been called into question when the White House, on April 10, 2013, proposed in its annual budget request to Congress for Fiscal Year 2014 that the FCC be directed to "either auction or use fee authority to assign spectrum frequencies between 1675—1680 MHz for wireless broadband use by 2017," which was further predicated on the expectation that the auction or use fee authority would raise $300 million in receipts while incurring $70 million in relocation costs, leaving net savings of $230 million over a ten (10) year period.

M. Exclusivity

The Debtors' initial Exclusive Filing Period and Exclusive Solicitation Period were set to expire on September 11, 2012 and November 10, 2012, respectively. On August 29, 2012, the Debtors filed a motion seeking to extend the Exclusive Filing Period and Exclusive Solicitation Period for an additional one hundred fifty (150) days to February 8, 2013 and April 9, 2013, respectively (the "First Exclusivity Motion") [Docket No. 294]. The First Exclusivity Motion was objected to by the Ad Hoc LP Secured Group and a contested hearing was scheduled to take place before the Bankruptcy Court. However, at a hearing on October 1, 2012 addressing the First Exclusivity Motion, the Debtors and the Ad Hoc LP Secured Group resolved all objections, and the Ad Hoc LP Secured Group consented to a 141-day extension of the Exclusive Filing Period and the Exclusive Solicitation Period through January 31, 2013 and April 1, 2013, respectively. Later on October 1, 2012, the Bankruptcy Court entered an order granting the 141-day extension of the Exclusive Periods (the "First Exclusivity Order") [Docket No. 343].

On January 17, 2013, the Debtors sought a further extension of their Exclusive Periods, seeking an extension of their Exclusive Filing Period to May 31, 2013 and their Exclusive Solicitation Period to July 30, 2013 (the "Second Exclusivity Motion") [Docket No. 485]. The Second Exclusivity Motion was also objected to by the Ad Hoc LP Secured Group. Following continuances of the hearing on the Second Exclusivity Motion, the Debtors and the Ad Hoc LP Secured Group entered into a stipulation (the "Exclusivity Stipulation") that was subsequently approved by order of the Bankruptcy Court (the "Second Exclusivity Order") [Docket No. 522]. Pursuant to the Exclusivity Stipulation, each of the Debtors' Exclusive Periods was further extended through and including July 15, 2013 (the "Exclusivity Termination Date"), and the Exclusive Periods would terminate with prejudice on the Exclusivity Termination Date. Pursuant to the Exclusivity Stipulation, the parties agreed to work in good faith toward the formulation of a consensual chapter 11 plan prior to the Exclusivity Termination Date, and the Debtors agreed, among other things, that they would not file a plan prior to the Exclusivity Termination Date unless such plan was either consented to by the Ad Hoc LP Secured Group or proposed to pay the Prepetition LP Obligations (as defined in the Exclusivity Stipulation) in cash in full on the effective date of such plan. The Exclusivity Stipulation also contained certain termination conditions that would enable the Debtors to terminate certain of their obligations under the Exclusivity Stipulation, including if an entity or Person held more Prepetition Obligations than the Ad Hoc LP Secured Group (the "Termination Condition").

By letter dated May 20, 2013 (the "May 20 Letter"), the Debtors purported to terminate certain of their obligations under the Exclusivity Stipulation, alleging that the Termination Condition was satisfied. The Ad Hoc LP Secured Group disputed the validity and effect of the May 20, 2013 Letter. On June 18, 2013, the Ad Hoc LP Secured Group filed an emergency motion seeking to enforce the Second Exclusivity Order (the "Emergency Enforcement Motion") [Docket No. 685]. In the Emergency Enforcement Motion, the Ad Hoc LP Secured Group argued that the Termination Condition was not satisfied when the May 20 Letter was issued (or at any time thereafter) and that the entity the Debtors claimed held more Prepetition LP Obligations than the Ad Hoc LP Secured Group (SP Special Opportunities, LLC), joined the Ad Hoc LP Secured Group. On July 1, 2013, the Debtors filed an objection and cross-motion to the Emergency Enforcement Motion (to which Harbinger, U.S. Bank, and Mast Capital Management, a lender under the Prepetition Inc. Facility, joined) [Docket Nos. 705–07]. In the objection, the Debtors argued, among other things, that SP Special Opportunities, LLC's participation in the Debtors' capital structure rendered the Exclusivity Stipulation unenforceable and that SP Special Opportunities, LLC is not a permissible holder of Prepetition LP Obligations. To resolve this dispute, the Bankruptcy Court scheduled an evidentiary hearing for July 17, 2013. On the same date, the Bankruptcy Court adjourned the evidentiary hearing to August 6, 2013 but confirmed that the Debtors' Exclusive Periods expired on July 15, 2013.

N. Plan Process Motion

On July 19, 2013, the Debtors filed a motion for entry of an order formalizing certain procedures, scheduling hearing dates, and establishing other deadlines in connection with the disclosure statement and plan process (the "Plan Process Motion") [Docket No. 757]. The Plan Process Motion seeks to establish a proposed timeline (the "Proposed Timeline") of hearing dates and other relevant deadlines in respect of the filing of a disclosure statement and plan by any party, and a potential sale process. The Plan Process Motion contemplates, among other things, a disclosure statement hearing on October 3, 2013, a plan confirmation hearing on December 16, 2013, and an auction for the sale of certain of the Debtors' Assets to be completed by December 12, 2013. The Proposed Timeline also provides that a party must file a plan and disclosure statement by September 3, 2013. A hearing on the Plan Process Motion is scheduled for July 23, 2013 [Docket No. 759].

O. The LP Sale

1. Events Leading to the LP Sale

On May 15, 2013, the Debtors were presented with an offer by LBAC, an entity wholly-owned by Charles Ergen, to purchase certain Assets of LightSquared LP (the "Sale Offer"). The Sale Offer entailed an unsolicited stalking horse bid to purchase for $2 billion certain of the LP Debtors' Assets, including the licenses, authorizations, and agreements for the use of 46 MHz of L-Band MSS spectrum and certain other Assets. Notably, the funding of the purchase price offered by LBAC in connection with the Sale Offer was not conditioned on FCC or Industry Canada approval of the proposed transfer of the LP Debtors' Assets to LBAC. The Debtors chose to ignore the Sale Offer, and, instead, as described above, the Debtors decided to retain Jefferies to explore exit financing for a plan process.

2. The Bid Procedures Motion

On July __, 2013, the Ad Hoc LP Secured Group filed a motion seeking, among other things, approval of proposed bid procedures (the "Bid Procedures") for the sale of substantially all of the LP Assets (the "Bid Procedures Motion") [Docket No. __]. As further set forth in the Bid Procedures, if more than one Qualified Bid is received, the Ad Hoc LP Secured Group will conduct an auction for the Assets on __________ _____, 2013 or a later date at the Ad Hoc LP Secured Group's discretion. At the conclusion of the auction, if any, the Ad Hoc LP Secured Group will determine which bid is the highest or otherwise best offer for the LP Assets (the "Successful Bid") and will present the Successful Bid to the Court for approval at the Confirmation Hearing. The individual or entity that has submitted the Successful Bid will be designated as the "Successful Bidder." On __________ _____, 2013, the Bankruptcy Court entered an order granting the Bid Procedures Motion (the "Bid Procedures Order") [Docket No. ____].[15]

LBAC will serve as Stalking Horse Bidder in the LP Sale on the terms set forth in the Stalking Horse Agreement, and DISH Network Corporation (the "Parent Entity") will guarantee LBAC's performance of certain financial obligations under the Stalking Horse Agreement to the extent set forth therein. Under the Stalking Horse Agreement, LBAC will (i) pay a Cash purchase price of $2,220,000,000 (the "Purchase Price") for the Acquired Assets (as defined in the Bid Procedures) and (ii) assume certain liabilities of the LP Debtors. As was the case with LBAC's initial Sale Offer, the Stalking Horse Agreement will not condition payment of the Purchase Price on receipt of FCC or Industry Canada approval of the proposed transfer of the Acquired Assets to LBAC. This "early funding" feature of the Stalking Horse Agreement will facilitate the prompt consummation of the Plan and the making of distributions thereunder.

LBAC's bid (the "Stalking Horse Bid") will be subject to higher and better offers but, in no event, shall the aggregate consideration to be paid in excess of the Stalking Horse Bid be less than $118,600,000. In addition, in accordance with the Bid Procedures, any competing offer

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[15] This section of the Disclosure Statement provides an overview of the Bid Procedures and such overview is qualified by the terms of the Bid Procedures contained in the Bid Procedures Motion and proposed form of order annexed thereto.

shall be required to waive FCC or Industry Canada approval of the proposed transfer of the Acquired Assets as a condition to the funding of the purchase price thereunder.

In the event that the Stalking Horse Bid is not the Successful Bid, then pursuant to the Stalking Horse Agreement, LBAC would be entitled to a break-up fee in the amount of \$66,600,000 (i.e., 3% of the Purchase Price) and expense reimbursement in an amount equal to all of its out-of-pocket expenses, capped at \$2,000,000, incurred in connection with the transactions contemplated by the Stalking Horse Agreement.

Pursuant to sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) of the Bankruptcy Code, the Confirmation Order shall (i) authorize the LP Debtors to, among other things, sell, assume, assign and/or transfer the LP Assets, subject to applicable law and the terms and conditions of the Asset Purchase Agreement, and take any and all actions necessary to consummate the LP Sale and (ii) authorize and direct the LP Debtors to execute the Asset Purchase Agreement (to the extent not executed as of the Confirmation Date).

VII.

THE PLAN

As a result of the chapter 11 process and through the Plan, the Plan Sponsors expect that the LP Debtors' Estates will obtain a substantially greater recovery than if the LP Debtors' Assets had been liquidated under chapter 7 of the Bankruptcy Code. The Plan is annexed hereto as Exhibit "A" and forms part of this Disclosure Statement. The summary of the Plan set forth below is qualified in its entirety by the more detailed provisions set forth in the Plan.

A. Resolution of Certain Inter-Debtor Issues

1. Substantive Consolidation of the LP Debtors for Purposes of Voting, Confirmation and Distribution

The Plan provides for substantive consolidation of the LP Debtors' Estates, but solely for purposes of voting, confirmation, and making distributions to the holders of Allowed Claims and Allowed Equity Interests under the Plan. Notwithstanding anything in the Plan to the contrary, the LP Debtors shall not be merged or consolidated and shall maintain their pre-Effective Date corporate structure. On the Effective Date: (i) all guarantees by any LP Debtor of the payment, performance or collection by another LP Debtor with respect to Claims against such second LP Debtor, and all Claims based on such guarantees, shall be deemed eliminated, cancelled, released and of no further force and effect; (ii) any obligation of any LP Debtor and all guarantees by another LP Debtor with respect to Claims of the first LP Debtor shall be treated as a single obligation; (iii) each Claim against any LP Debtor shall be deemed to be against the consolidated LP Debtors and shall be deemed a single Claim against, and a single obligation of, the consolidated LP Debtors; and (iv) all Intercompany Claims shall be deemed eliminated as a result of the substantive consolidation of the LP Debtors, and therefore holders thereof shall not be entitled to vote on the Plan, or receive any Plan Distributions or other allocations of value under the Plan. Except as set forth in Section 2.1 of the Plan, such substantive consolidation shall not (other than for purposes related to the Plan) (x) affect the legal and corporate structure of the LP Debtors or (y) affect any obligations under any leases or contracts assumed in the Plan or otherwise after the Petition Date.

2. Inc. Entity General Unsecured Claims

On or before the Inc. Entity General Unsecured Claims Bar Date, any Inc. Entity that asserts an Inc. Entity General Unsecured Claim against any of the LP Debtors shall file a proof of such Claim with the Claims Agent by hand delivery, overnight courier, or first class mail to LightSquared Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90254, and serve a copy of such proof of claim on the Plan Sponsors. Any timely filed Allowed Inc. Entity General Unsecured Claim shall receive the treatment set forth in Class 4 – General LP Unsecured Claims, unless otherwise ordered by the Bankruptcy Court.

B. Provisions for Treatment of Unclassified Claims

1. Unclassified Claims

As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims against the LP Debtors shall not be classified under the Plan, and shall instead be treated separately as Unclassified Claims on the terms set forth in Article III of the Plan. Holders of such Claims are not entitled to vote on the Plan.

2. Treatment of Administrative Claims

a. *Time for Filing Administrative Claims*

Each holder of an Administrative Claim, other than (i) a Fee Claim, (ii) a liability incurred and payable in the ordinary course of business by any LP Debtor (and not past due), (iii) an Administrative Claim that has become an Allowed Claim on or before the Effective Date, or (iv) any claim by the Stalking Horse Bidder for payment of the Break-Up Fee or Expense Reimbursement under the Stalking Horse Agreement must file with the Bankruptcy Court and serve on (a) the LP Debtors, (b) the Office of the U.S. Trustee, and (c) the Plan Sponsors notice of such Administrative Claim within thirty (30) days after service of the Notice of the Effective Date. Such notice of Administrative Claim must include, at a minimum, (i) the name of the holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) a detailed description of the basis for the Administrative Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**

b. *Allowance of Administrative Claims*

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Section 3.2(a) of the Plan shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days after the later of (i) the Effective Date, (ii) the date of service of the applicable notice of Administrative Claim, or (iii) such later date as may be (a) agreed to by the holder of such Administrative Claim or (b) approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such thirty (30) day period (or any extension thereof) and is not otherwise resolved, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. For the avoidance of doubt, any claim by the Stalking Horse Bidder for the Break-Up Fee or Expense Reimbursement shall be deemed an Allowed Administrative Expense Claim in accordance with the Bid Procedures Order, and the Stalking Horse Bidder shall not be required to file any notice of Administrative Claim in accordance with Section 3.2(a) of the Plan or any other proof of claim or administrative expense in respect of any claim for the Break-Up Fee or Expense Reimbursement.

c. *Payment of Allowed Administrative Claims*

On the Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive (i) the amount of such holder's Allowed Administrative Claim in one payment of Plan Consideration in the form of Cash (to the extent not previously paid by the LP Debtors) or (ii) such other treatment as may be agreed upon in writing by (a) the LP Debtors (or, if after the Effective Date, the Disbursing Agent), and (b) such holder; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; provided, further, that an Administrative Claim representing a liability incurred in the ordinary course of business of any of the LP Debtors may be paid by the respective LP Debtor (or, if after the Effective Date, the Disbursing Agent), as applicable, in the ordinary course of business; provided, further, that the Break-Up Fee and Expense Reimbursement shall be paid in accordance with the terms of the Stalking Horse Agreement and Bid Procedures Order; and provided, further, that any Allowed Administrative Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Section 9.5(b) of the Plan (and, to the extent that amounts deposited in the reserve established pursuant to Section 9.5(b) of the Plan are insufficient to pay such Allowed Administrative Claim, the LP Debtors may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim).

d. *Ad Hoc LP Secured Group Fee Claims and Plan Sponsor Fee Claims*

In the case of the Ad Hoc LP Secured Group Fee Claims and Plan Sponsor Fee Claims, such Ad Hoc LP Secured Group Fee Claims and Plan Sponsor Fee Claims will be paid in full in Plan Consideration in the form of Cash on the Effective Date for all reasonable fees and expenses incurred up to the Effective Date (to the extent not previously paid), subject to the LP Debtors' prior receipt of invoices and reasonable documentation in connection therewith and without the requirement to file a Fee Application with the Bankruptcy Court. In the event that the LP Debtors dispute all or a portion of the Ad Hoc LP Secured Group Fee Claims or Plan Sponsor Fee Claims, the LP Debtors shall pay the undisputed amount of such Ad Hoc LP Secured Group Fee Claims or Plan Sponsor Fee Claims (as applicable), and segregate the remaining portion of such Ad Hoc LP Secured Group Fee Claims or Plan Sponsor Fee Claims (as applicable) until such dispute is resolved by the parties or by the Bankruptcy Court.

3. Treatment of Fee Claims

a. *Time for Filing Fee Claims*

Each Professional Person who holds or asserts a Fee Claim against the LP Debtors shall be required to file with the Bankruptcy Court, and serve on all parties required to receive notice, a final Fee Application within forty (40) days after the Effective Date or such other date as may be fixed by the Bankruptcy Code. **The failure to timely file and serve such final Fee Application shall result in the Fee Claim being forever barred and discharged.**

b. *Allowance of Fee Claims*

A Fee Claim in respect of which a Fee Application has been properly filed and served pursuant to Section 3.3(a) of the Plan shall become an Allowed Fee Claim only to the extent allowed by Final Order.

c. *Treatment of Fee Claims*

Each holder of an Allowed Fee Claim shall receive, in full satisfaction of such Allowed Fee Claim, (i) on the date such Fee Claim becomes an Allowed Fee Claim, or as soon thereafter as is practicable, Plan Consideration in the form of Cash in an amount equal to such Allowed Fee Claim (less any amounts previously paid on account of such Fee Claim by the LP Debtors) or (ii) such other treatment as may be agreed to by such holder of an Allowed Fee Claim; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Fee Claim; provided, further, that any Allowed Fee Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Section 9.5(b) of the Plan (and, to the extent that amounts deposited in the reserve established pursuant to Section 9.5(b) of the Plan are insufficient to pay such Allowed Fee Claim, the LP Debtors may withdraw Cash from the Wind Down Reserve to pay such Allowed Fee Claim).

3. Treatment of U.S. Trustee Fees

The Disbursing Agent, on behalf of each of the LP Debtors, shall pay all outstanding U.S. Trustee Fees of such LP Debtor on an ongoing basis on the later of: (i) the Effective Date; and (ii) the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the applicable Chapter 11 Case or the applicable Chapter 11 Case is converted or dismissed, or the Bankruptcy Court orders otherwise. Any deadline for filing Administrative Claims shall not apply to U.S. Trustee Fees.

4. Treatment of Priority Tax Claims

Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of such Allowed Priority Tax Claim (a) Plan Consideration in the form of Cash in the amount of such Allowed Priority Tax Claim (to the extent not previously paid by the LP Debtors) on the later of (i) the applicable Plan Distribution Date and (ii) as soon as practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim or (b) such other treatment as may be agreed to by such holder of an Allowed Priority Tax Claim; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Priority Tax Claim.

C. Treatment of Classified Claims and Equity Interests

The Plan treats the classes of Claims against and Equity Interests in the LP Debtors as follows:

1. Class 1 – Priority Non-Tax Claims

a. *Treatment*

The legal, equitable and contractual rights of the holders of Priority Non-Tax Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to different treatment, on the applicable Plan Distribution Date, each holder of an Allowed Priority Non-Tax Claim shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed Claim.

b. *Voting*

The Priority Non-Tax Claims are not impaired Claims. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Priority Non-Tax Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Priority Non-Tax Claims.

2. Class 2 – Other LP Secured Claims

a. *Treatment*

The legal, equitable and contractual rights of the holders of Other LP Secured Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Other LP Secured Claim agrees to different treatment, on the applicable Plan Distribution Date, each holder of an Allowed Other LP Secured Claim shall receive, at the election of the Plan Sponsors or Disbursing Agent, as applicable: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Other LP Secured Claim; or (ii) such other treatment that will render the Other LP Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code. Each holder of an Allowed Other LP Secured Claim shall retain the Liens securing its Allowed Other LP Secured Claim as of the Effective Date until (A) full and final payment of such Allowed Other LP Secured Claim is made as provided in the Plan or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect. Upon the full payment or other satisfaction of such Claims in accordance with the Plan, the Liens securing such Allowed Other LP Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

b. *Voting*

The Other LP Secured Claims are not impaired Claims. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Other LP Secured Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Other LP Secured Claims.

c. *Deficiency Claims*

To the extent that the value of the Collateral securing each Other LP Secured Claim is less than the allowed amount of such Other LP Secured Claim, the undersecured portion of such Allowed Claim shall be treated for all purposes under the Plan as an Allowed General LP Unsecured Claim and shall be classified as a General LP Unsecured Claim.

d. *Separate Classification of Other LP Secured Claims*

Other LP Secured Claims have been classified together for each LP Debtor solely for purposes of describing treatment under the Plan. Each Other LP Secured Claim, to the extent secured by a Lien on Collateral different than that securing any Other LP Secured Claim, shall be treated as being in a separate sub-Class for the purpose of receiving Plan Distributions.

3. Class 3 – LP Facility Secured Claims

a. *Allowance*

On the Effective Date, the LP Facility Secured Claims shall be Allowed Claims.

b. *Treatment*

In full satisfaction, settlement, release and discharge of, and in exchange for, LP Facility Secured Claims, and except to the extent that a holder of an Allowed LP Facility Secured Claim agrees to less favorable treatment, each holder of an LP Facility Secured Claim shall receive, on the Effective Date, its Pro Rata Share of Plan Consideration remaining after (A) payment in full of Unclassified Claims pursuant to Article III of the Plan, (B) payment in full of Priority Non-Tax Claims and Other LP Secured Claims pursuant to Section 5.1 and 5.2 of the Plan, respectively, and (C) payment of the General LP Unsecured Claims Distribution; provided, that, in the event that the Stalking Horse Bid is selected as the Successful Bid and the Effective Date occurs, the Plan Consideration distributed to the holders of Allowed LP Facility Secured Claims, in full satisfaction, settlement, release and discharge of, and in exchange for, such Claims, shall equal $2,102,000,000 in the aggregate; and provided, further, in no event, shall any distributions to a holder of an Allowed LP Facility Secured Claim pursuant to Section 5.3(b) of the Plan be in excess of 100% of the amount of such holder's Allowed LP Facility Secured Claim.

c. *Voting*

The LP Facility Secured Claims are impaired Claims. Holders of such Claims are entitled to vote to accept or reject the Plan, and the votes of such holders will be solicited with respect to such LP Facility Secured Claims.

4. Class 4 – General LP Unsecured Claims

a. *Treatment*

In complete and final satisfaction, settlement, release, and discharge of, and in exchange for, General LP Unsecured Claims, and except to the extent that a holder of an Allowed General LP Unsecured Claim agrees to less favorable treatment, on the applicable Plan Distribution Date, each holder of an Allowed General LP Unsecured Claim shall receive such holder's Pro Rata Share of (A) the General LP Unsecured Claims Distribution, and (B) to the extent Allowed General LP Unsecured Claims exceed the General LP Unsecured Claims Distribution, Plan Consideration remaining, if any, after payment in full of all Allowed LP Facility Secured Claims and Allowed Other LP Secured Claims; provided, in no event shall such distribution(s) be in excess of 100% of the amount of its Allowed General LP Unsecured Claim.

b. *Voting*

The General LP Unsecured Claims are impaired Claims. Holders of such Claims are entitled to vote to accept or reject the Plan, and the votes of such holders will be solicited with respect to such General LP Unsecured Claims.

5. Class 5 – LP Preferred Unit Interests

a. *Treatment*

In complete and final satisfaction, settlement, release, and discharge of, and in exchange for, LP Preferred Unit Interests, on the Effective Date, the LP Preferred Unit Interests shall be cancelled and, except to the extent that a holder of an Allowed LP Preferred Unit Interest agrees to less favorable treatment, on the applicable Plan Distribution Date, each holder of a LP Preferred Unit Interest shall receive its Pro Rata Share of Plan Consideration remaining, if any, after payment in full of the Allowed General LP Unsecured Claims, including the amount (if any) of the General LP Unsecured Claims Distribution in excess of all Allowed General LP Unsecured Claims; provided, in no event shall such distribution(s) be in excess of 100% of the amount of its Allowed LP Preferred Unit Interest.

b. *Voting*

The LP Preferred Unit Interests are impaired Equity Interests. Holders of such Equity Interests are entitled to vote to accept or reject the Plan, and the votes of such holders will be solicited with respect to such LP Preferred Unit Interests.

6. Class 6 – LP Common Equity Interests

a. *Treatment*

In complete and final satisfaction, settlement, release, and discharge of, and in exchange for, LP Common Equity Interests on the Effective Date, LP Common Equity Interests shall be cancelled (except as set forth in Section 7.14 of the Plan) and, on the applicable Plan Distribution

Date, each holder of an LP Common Equity Interest shall receive its Pro Rata Share of the Plan Consideration remaining, if any, after payment in full of the LP Preferred Unit Interests.

b. *Voting*

The LP Common Equity Interests are impaired Equity Interests. Holders of such Equity Interests are entitled to vote to accept or reject the Plan, and the votes of such holders will be solicited with respect to such LP Common Equity Interests.

D. Acceptance or Rejection of the Plan

1. Classes of Claims Deemed to Accept the Plan

Class 1 – Priority Non-Tax Claims and Class 2 – Other LP Secured Claims are unimpaired under the Plan and are therefore deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

2. Class Acceptance Requirement

A Class of Claims shall have accepted the Plan if it is accepted by the holders of at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have voted on the Plan. A Class of Equity Interests shall have accepted the Plan if it is accepted by holders of at least two-thirds (2/3) in amount of the Equity Interests in such Class that actually vote on the Plan.

3. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or "Cramdown"

If all applicable requirements for confirmation of the Plan are met as set forth in section 1129(a) of the Bankruptcy Code, except subsection (8) thereof, the Plan shall be treated as a request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the Plan.

4. Elimination of Vacant Classes

Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

5. Voting Classes; Deemed Acceptance by Non-Voting Classes

If a Class contains Claims or Equity Interests eligible to vote and no holders of Claims or Equity Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims or Equity Interests in such Class.

E. Means for Implementation of the Plan

1. Plan Funding

Plan Distributions shall be made from Plan Consideration (which excludes, for the avoidance of doubt, Cash in the Wind Down Reserve) as of the Effective Date. Such Plan Consideration shall be used (i) first, to satisfy Allowed Administrative Claims, Allowed Fee Claims, U.S. Trustee Fees, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims and Allowed Other LP Secured Claims, in Cash (or, with respect to Other LP Secured Claims, as otherwise permitted under Section 5.2 of the Plan); (ii) second, to fund the General LP Unsecured Claims Distribution in Cash; and (iii) third, to satisfy the LP Debtors' other obligations with regards to payment of Allowed Claims and Allowed Equity Interests under the Plan, in accordance with the terms thereof. The issuance or delivery of any Plan Distributions that are securities shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code.

On the Effective Date, Cash from the LP Sale Proceeds in an amount equal to $[__________][16], or such other amount as may be (a) mutually agreed by the Plan Sponsors and the LP Debtors or (b) ordered by the Bankruptcy Court, shall be deposited in a segregated account to be held by the LP Debtors (the "Wind Down Reserve"), which proceeds shall be used to provide funding for reasonable expenses incurred or accrued by the LP Debtors on or after the Effective Date that are directly related to the Wind Down, including, without limitation, professional fees and expenses incurred by the LP Debtors in connection therewith. To that extent, the LP Debtors may withdraw Cash from the Disputed Claims Reserves established under Section 9.5 of the Plan, in an amount not to exceed $1,000,000. For the avoidance of doubt, Purchaser shall not be responsible for the payment of any expenses associated with the Wind Down in the event that the Wind Down Reserve is insufficient to pay such expenses.

2. The LP Sale

The Confirmation Order shall approve a sale of the Acquired Assets under sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) of the Bankruptcy Code pursuant to a sale process under the terms and conditions of the Asset Purchase Agreement and the Bid Procedures Order free and clear of any Claims, Liens, interests, or encumbrances. The LP Sale Proceeds shall include a Cash component in an amount sufficient for the Disbursing Agent to make all Plan Distributions required to be in the form of Cash, and for the LP Debtors to fund the Wind Down Reserve and Disputed Claims Reserves, and to pay all amounts due to be paid to the Stalking Horse Bidder pursuant to the terms of the Bid Procedures Order in the event the Stalking Horse Bidder is not the Purchaser, including the Break-Up Fee and Expense Reimbursement. Upon entry of the Confirmation Order, the LP Debtors shall be (a) authorized to, among other things, sell, assume, assign and/or transfer the Acquired Assets, subject to applicable law and the terms and conditions of the Asset Purchase Agreement (including, without limitation, receipt of the Specified Regulatory Approvals to the extent applicable), and take any and all actions necessary to consummate the LP Sale; and (b)

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[16] Amount to be inserted prior to solicitation.

authorized and directed to execute the Asset Purchase Agreement (to the extent not executed as of the Confirmation Date). Actions necessary to consummate the LP Sale may include, among others, (a) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, rights, liability, duty or obligation on terms consistent with the terms of the Asset Purchase Agreement and the Plan and having such other terms to which the LP Debtors and the Purchaser may agree and (b) all other actions that are necessary and appropriate in connection with such transactions, including making such filings or recordings that may be required by or appropriate under applicable state law. Nothing in the Plan or Confirmation Order authorizes the transfer or assignment of the Acquired Assets to the Purchaser without the Purchaser's compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of such Assets.

3. Distribution Account

The Distribution Account shall be established to receive on the Effective Date the Plan Consideration, which shall vest in the Distribution Account on the Effective Date free and clear of any and all claims, encumbrances, or interests in accordance with section 1141 of the Bankruptcy Code, but subject to the rights of holders of Claims and Equity Interests to obtain the distributions provided for in the Plan. Upon the distribution of all Plan Consideration in the Distribution Account, the Distribution Account shall be extinguished. Upon the transfer of the Plan Consideration into the Distribution Account, the LP Debtors and the Purchaser will have no interest in, or with respect to, the Plan Consideration in the Distribution Account, except as otherwise provided in the Plan.

4. Cancellation of Credit Agreements, Existing Securities and Agreements

Except for the purpose of evidencing a right to distribution under the Plan, and except as otherwise set forth in the Plan, on the Effective Date all agreements, instruments, and other documents evidencing any Claim or Equity Interest and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect. Notwithstanding the foregoing, the applicable provisions of the LP Facility Credit Documents shall continue in effect solely for the purposes of permitting the LP Facility Agent and/or the Disbursing Agent to make distributions pursuant to the Plan on account of Allowed LP Facility Secured Claims and to effectuate any charging Liens permitted under the LP Facility Credit Agreement, and to assert any rights the holders of LP Facility Secured Claims may have with respect to any guaranty of the LP Facility Secured Claims by a Person other than an LP Debtor. Except as otherwise set forth in the Plan, the holders of or parties to such cancelled instruments, securities and other documentation will have no rights arising from or relating to such instruments, securities and other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan. Except as provided pursuant to the Plan, the LP Facility Agent and its agents, successors and assigns shall be discharged of all of their obligations associated with the LP Facility Credit Documents upon payment in full of the LP Facility Secured Claims.

5. Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan will constitute a good faith compromise and settlement of all claims or controversies relating to the rights (including any subordination rights) that a holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are: (a) in the best interests of the LP Debtors and their respective Estates and property, and of holders of Claims or Equity Interests; and (b) fair, equitable and reasonable.

6. Continued Corporate Existence and Vesting of Assets

Except as otherwise provided in the Plan, the LP Debtors will continue to exist after the Effective Date as separate corporate entities, in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized, for the purposes of satisfying their obligations under the Asset Purchase Agreement and the Plan, including making or assisting the Disbursing Agent in making distributions as required under the Plan, maintaining the Acquired Assets and the LP Debtors' business in accordance with the requirements of the Asset Purchase Agreement, and effectuating the Wind Down. On or after the Effective Date, each LP Debtor, in its sole and exclusive discretion, but subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, and subject to receipt of any required governmental or regulatory approvals (if any), may take such action as permitted by applicable law as such LP Debtor may determine is reasonable and appropriate, including, but not limited to, causing: (i) an LP Debtor to be merged into another LP Debtor, or its subsidiary or Affiliate; (ii) an LP Debtor to be dissolved without the necessity for any other or further actions to be taken by or on behalf of such dissolving LP Debtor or any payments to be made in connection therewith subject to the filing of a certificate of dissolution with the appropriate governmental authorities; (iii) the legal name of an LP Debtor to be changed; or (iv) the closing of an LP Debtor's Chapter 11 Case on the Effective Date or any time thereafter.

On and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan or in the Confirmation Order, all property of the LP Debtors' Estates (other than the Plan Consideration), including all claims, rights and Causes of Action shall vest in each respective LP Debtor free and clear of all Claims, Liens, charges, other encumbrances and interests (other than (a) the rights of the Purchaser with respect to the Acquired Assets, and (b) with respect to the Retained Assets, any Liens, charges or other encumbrances created under the Asset Purchase Agreement). On and after the Effective Date, the LP Debtors shall maintain the Acquired Assets and comply with all of their obligations under the Asset Purchase Agreement. In addition, subject to the terms and conditions of the Asset Purchase Agreement and the Plan (including, without limitation, Article IX of the Plan), the LP Debtors shall effectuate the Wind Down of the LP Debtors' Estates, and may use, acquire and dispose of property and prosecute, compromise or settle any Claims (including any Administrative Claims) and Causes of Action (in each case that are not Acquired Assets or Assumed Liabilities), as well as disputes relating to allowance of any Equity Interest, without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the LP Debtors may pay, from the proceeds of the Wind Down Reserve, the charges that they incur on or after the Effective Date for Professional Persons' fees, disbursements, expenses or related support services without application to the Bankruptcy Court.

7. Existing Officers; Existing Boards

(a) Existing Officers. The Existing Officers shall continue in their positions with the LP Debtors on and after the Effective Date, in accordance with their respective existing employment agreements with the LP Debtors (to the extent assumed by the LP Debtors in accordance with Section 10.1 of the Plan) or any new employment agreement entered into by the LP Debtors and the applicable Existing Officer on or prior to the Effective Date. To the extent the employment of any of the Existing Officers with the LP Debtors is terminated on or after the Effective Date, the LP Debtors shall replace such terminated Existing Officer in accordance with the terms and conditions of the Asset Purchase Agreement. The Existing Officers shall be entitled to indemnification for claims, losses, expenses and liabilities arising on or after the Effective Date pursuant to the terms and conditions of the articles of incorporation, by-laws, or similar organizational documents of the applicable LP Debtor in place as of the Effective Date.

(b) Existing Boards. The members of the Existing Boards shall continue in their positions with the LP Debtors on and after the Effective Date. In the event that a vacancy arises on any Existing Board on or after the Effective Date (as a result of a Person's termination, resignation, removal or otherwise), such vacancy shall be filled in accordance with the terms and conditions of the Asset Purchase Agreement. The members of the Existing Boards shall be entitled to indemnification for claims, losses, expenses and liabilities arising on or after the Effective Date pursuant to the terms and conditions of the articles of incorporation, by-laws, or similar organizational documents of the applicable LP Debtor in place as of the Effective Date.

8. Corporate Governance

From and after the Effective Date, each of the LP Debtors shall be managed and administered by the Existing Boards, who shall have full authority to administer the provisions of the Plan and the Asset Purchase Agreement, subject to the terms of the Asset Purchase Agreement. Each Existing Board may, subject to the terms of the Asset Purchase Agreement, authorize its applicable Existing Officers to take any actions contemplated by the Plan or the Asset Purchase Agreement on behalf of the applicable LP Debtor to the extent permitted by the articles of incorporation, by-laws, or similar organizational documents of such LP Debtor in place as of the Effective Date.

9. Wind Down of the LP Debtors and Their Estates

The Existing Boards shall oversee the Wind Down, subject to the terms and conditions of the Asset Purchase Agreement and the Plan, and shall make distributions to, and otherwise hold all property of the LP Debtors' Estates for the benefit of, holders of Allowed Claims and Allowed Equity Interests consistent and in accordance with the Plan and the Confirmation Order. The LP Debtors shall not be required to post a bond in favor of the United States.

Following the Effective Date, the LP Debtors shall not engage in any business activities or take any actions, except those necessary to effectuate the Plan, the Wind Down and compliance with their obligations under the Asset Purchase Agreement. On and after the Effective Date, the LP Debtors may take such action and settle and compromise Claims or Equity Interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restrictions expressly imposed by the Plan, the Confirmation Order and/or the Asset Purchase Agreement (including, without, limitation, Article IX of the Plan).

10. Power and Authority of the Existing Boards

The Existing Boards shall have the power and authority to perform the following acts on behalf of the LP Debtors, in addition to any powers granted by law or conferred by any other provision of the Plan and orders of the Bankruptcy Court, but in each case subject to the terms and conditions of the Asset Purchase Agreement and the Plan (including, without limitation, Article IX of the Plan): (i) take all steps and execute all instruments and documents necessary to make or assist the Disbursing Agent in making distributions to holders of Allowed Claims and Allowed Equity Interests; (ii) object to Claims and Equity Interests as provided in the Plan and prosecute such objections; (iii) resolve, compromise and/or settle any objections to the amount, validity, priority, treatment, allowance or priority of Claims, Administrative Claims, or Equity Interests; (iv) comply with the Plan and the obligations thereunder; (v) if necessary, employ, retain, or replace professionals to assist the LP Debtors in compliance with their obligations under the Asset Purchase Agreement and/or the Wind Down; (vi) establish, replenish or release reserves as provided in the Plan, as applicable; (vii) take all actions necessary or appropriate to enforce the LP Debtors' rights under the Asset Purchase Agreement and any related document and to fulfill, comply with or otherwise satisfy the LP Debtors' covenants, agreements and obligations under the Asset Purchase Agreement and any related document; (viii) make all determinations on behalf of the LP Debtors under the Asset Purchase Agreement; (ix) prepare and file applicable tax returns for any of the LP Debtors; (x) liquidate any of the Retained Assets; (xi) deposit the LP Debtors' Estate funds, draw checks and make disbursements consistent with the terms of the Plan; (xii) purchase or continue insurance protecting the LP Debtors and property of the LP Debtors' Estates; (xiii) seek entry of a final decree in any of the Chapter 11 Cases at the appropriate time; (xiv) prosecute, resolve, compromise and/or settle any litigation; (xv) abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization (as such term is described in Internal Revenue Code section 501(c)(3) (whose contributions are deductible under Internal Revenue Code section 170)) of the LP Debtors' choice, any LP Debtors' Estate Assets that are of no material benefit; and (xvi) take such other action as the LP Debtors may determine to be necessary or desirable to carry out the purpose of the Plan and/or consummation of the LP Sale in accordance with the Asset Purchase Agreement.

11. Assumed Liabilities

In accordance with the terms of the Asset Purchase Agreement, upon and after the Closing of the LP Sale pursuant to the Asset Purchase Agreement, the Purchaser (or, if applicable, the Alternative Purchaser) shall be responsible for payment and satisfaction of all Assumed Liabilities. Upon and after the Closing of the LP Sale pursuant to the Asset Purchase Agreement, all Persons holding Claims and Equity Interests arising out of or concerning an Assumed Liability, shall be forever barred, estopped and permanently enjoined from asserting against the LP Debtors and any of their property, such Claims or Equity Interests, as applicable.

The Purchaser (or, if applicable, the Alternative Purchaser) is not assuming, and shall not become liable for the payment or performance of, any liabilities or other obligations of any of the LP Debtors of any nature whatsoever, whether accrued or unaccrued, other than the Assumed Liabilities.

12. Cancellation of Certain Existing Security Interests

Upon the full payment or other satisfaction of an Allowed Other LP Secured Claim, or promptly thereafter, the holder of such Allowed Other LP Secured Claim shall deliver to the LP Debtors any Collateral or other property of the LP Debtors held by such holder, and any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other LP Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or lis pendens; provided, however, any such Collateral that is an Acquired Asset received by the LP Debtors from the holder of such Allowed Claim shall be delivered promptly to the Purchaser (or, if applicable, the Alternative Purchaser) following the Closing.

13. Corporate Action

The LP Debtors shall serve on the U.S. Trustee quarterly reports of the disbursements made until such time as a final decree is entered closing the applicable Chapter 11 Case or the applicable Chapter 11 Case is converted or dismissed, or the Bankruptcy Court orders otherwise. The deadline for filing Administrative Claims set forth in Section 3.2(a) of the Plan shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

Entry of the Confirmation Order shall establish conclusive corporate and other authority (and evidence of such corporate and other authority) required for each of the LP Debtors to undertake any and all acts and actions required to implement or contemplated by the Plan (including, without limitation, the execution and delivery of the Asset Purchase Agreement), and such acts and actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without the need for board or shareholder vote and without any requirement of further action by the stockholders, directors or managers of the LP Debtors (if any).

On the Effective Date, the Existing Boards are authorized and directed to execute and/or deliver, as the case may be, the agreements, documents and instruments contemplated by the Plan, the Plan Supplement and the Asset Purchase Agreement and any schedules, exhibits or other documents attached thereto or contemplated thereby in the name and on behalf of the LP Debtors.

Upon entry of a final decree in each Chapter 11 Case, if not previously dissolved, the applicable LP Debtor shall be deemed dissolved and wound up without any further action required by such LP Debtor.

14. Intercompany Equity Interests

No Equity Interest held by an LP Debtor in another LP Debtor shall be cancelled by the terms of the Plan, and all such Equity Interests shall continue in place following the Effective Date solely for the purpose of maintaining the existing corporate structure of the LP Debtors.

For the avoidance of doubt, the Equity Interests held by any Inc. Entity in any LP Debtor shall be cancelled in accordance with Section 5.6 of the Plan.

F. Plan Distribution Provisions

1. The Disbursing Agent

All Plan Distributions under the Plan shall be made by the Disbursing Agent on or after the Effective Date as provided in the Plan. The Disbursing Agent shall be empowered to: (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims and Equity Interests; (b) comply with the Plan and the obligations thereunder; (c) make periodic reports regarding the status of distributions under the Plan to the holders of Allowed Claims that are outstanding at such time, with such reports to be made available upon request to the holder of any Disputed Claim; and (d) exercise such other powers as may be vested in the Disbursing Agent pursuant to the Plan, the Plan Documents, the Confirmation Order, or any other order of the Bankruptcy Court. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the LP Debtors if the Disbursing Agent is a Person other than the LP Debtors, the amount of any reasonable documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash by the LP Debtors from the Wind Down Reserve.

2. Postpetition Interest

Postpetition interest shall be paid on Allowed LP Facility Secured Claims as set forth in the Plan. In addition, postpetition interest and/or dividends shall be paid on Allowed LP Preferred Unit Interests to the extent that (a) there is sufficient Plan Consideration to make a Plan Distribution to holders of LP Common Equity Interests after giving effect to all other Plan Distributions contemplated by the Plan and (b) payment of such amounts is permitted under applicable bankruptcy or non-bankruptcy law. With respect to all Claims and Equity Interests other than Allowed LP Facility Secured Claims and Allowed LP Preferred Unit Interests, postpetition interest shall not accrue or be paid, and no holder of a Claim or Equity Interest shall be entitled to interest accruing on such Claim or Equity Interest after the Petition Date, except as otherwise specifically provided for in the Confirmation Order or other order of the Bankruptcy Court, or required by applicable bankruptcy or non-bankruptcy law.

3. Timing of Plan Distributions

Unless otherwise provided in the Plan, any distributions and deliveries to be made pursuant to the Plan shall be made on the applicable Plan Distribution Date or as soon thereafter as is practicable, provided that the LP Debtors or the Disbursing Agent, as applicable, may utilize periodic distribution dates to the extent appropriate and not otherwise inconsistent with the Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

4. Distribution Record Date

As of the close of business on the Distribution Record Date, the various lists of holders of Claims and Equity Interests in each of the Classes, as maintained by the LP Debtors, or their agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims and Equity Interests. Neither the LP Debtors nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims or Equity Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Costs or any Cure Disputes in connection with the assumption and/or assignment of the LP Debtors' executory contracts and leases, the LP Debtors shall have no obligation to recognize or deal with any party other than the non-LP Debtor party to the underlying executory contract or lease, even if such non-LP Debtor party has sold, assigned or otherwise transferred its Claim for a Cure Cost.

Plan Distributions to be made on account of Allowed LP Facility Secured Claims shall be made by the Disbursing Agent to the LP Facility Agent, who shall distribute such Plan Distributions to holders of Allowed LP Facility Secured Claims in accordance with the terms of the LP Facility Credit Agreement. The LP Facility Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed LP Facility Secured Claims. The LP Debtors, through the Disbursing Agent, shall pay the LP Facility Agent's reasonable documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

Plan Distributions to be made on account of Allowed Claims and Equity Interests other than LP Facility Secured Claims shall be made directly by the Disbursing Agent to the holders of such Claims and Equity Interests.

5. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim or Equity Interest shall be made at the address of such holder as set forth in the last-dated of the following actually held or received by the Disbursing Agent prior to the Effective Date: (a) the Schedules; (b) the Proof of Claim filed by such holder; (c) any notice of assignment filed with the Bankruptcy Court with respect to such Claim or Equity Interest pursuant to Bankruptcy Rule 3001(e); (d) any notice served by such holder giving details of a change of address; or (e) the transfer ledger in respect of the LP Preferred Unit Interests and LP Common Equity Interests. If any Plan Distribution sent to the holder of a Claim or Equity Interest is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within one hundred and twenty (120) days after such Plan Distribution was returned. After such date, if such notice was not provided, such holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distribution shall revert to the Distribution Account. Upon such reversion, the Claim or Equity Interest of any holder or its successors with respect to such property shall be cancelled, discharged and forever barred notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary.

6. Time Bar to Cash Payments

Checks issued in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued. Any claim in respect of such a voided check shall be made within one hundred and twenty (120) days after the date of issuance of such check. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be discharged and forever barred and such unclaimed Plan Distribution shall revert to the Distribution Account.

7. No Distribution in Excess of Amount of Allowed Claim

Notwithstanding anything to the contrary in the Plan, no holder of an Allowed Claim shall, on account of such Allowed Claim, receive a Plan Distribution (of a value set forth in the Plan) in excess of the allowed amount of such Claim plus postpetition interest on such Claim, to the extent interest is permitted under Section 8.2 of the Plan.

8. Setoffs and Recoupments

Each LP Debtor, or such entity's designee as instructed by such LP Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim (other than an Allowed LP Facility Secured Claim) or any Allowed Equity Interest, and the Plan Distributions on account of such Allowed Claim or Allowed Equity Interest, any and all claims, rights and Causes of Action that an LP Debtor or its successors may hold against the holder of such Allowed Claim or Allowed Equity Interest after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim or Equity Interest (other than an Allowed LP Facility Secured Claim) will constitute a waiver or release by an LP Debtor or its successor of any and all claims, rights and Causes of Action that an LP Debtor or its successor may possess against such holder; and provided, further, that any proposed setoff or recoupment of the LP Debtors' rights or Causes of Action against an Allowed Inc. Entity General Unsecured Claim shall be subject to Bankruptcy Court approval as a settlement of such Allowed Inc. Entity General Unsecured Claim pursuant to Section 9.3 of the Plan.

9. Fractional Cents and De Minimis Distributions

Notwithstanding any other provision of the Plan to the contrary, (i) no payment of fractions of cents will be made; and (ii) the Disbursing Agent shall not have any obligation to make a Plan Distribution that is less than or $40.00 in Cash. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

10. Manner of Payment Under the Plan

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the Plan shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may be, in addition to the foregoing, made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. The issuance or delivery of any Plan Distribution that is a security shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code.

11. Requirement to Give a Bond or Surety

The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the applicable LP Debtor. Furthermore, any such Person required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

12. Withholding and Reporting Requirements

In connection with the Plan and all distributions thereunder, the LP Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Plan Distributions thereunder shall be subject to any such withholding and reporting requirements. The LP Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the LP Debtors or the Disbursing Agent believe are reasonable and appropriate, including requiring a holder of a Claim or Equity Interest to submit appropriate tax and withholding certifications. Notwithstanding any other provision of the Plan: (a) each holder of an Allowed Claim and/or an Allowed Equity Interest that is to receive a distribution under the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to the Plan if, after 120 days from the date of transmission of a written request to the holder of an Allowed Claim or Allowed Equity Interest, the LP Debtors do not receive a valid, completed IRS form from such holder of an Allowed Claim or Allowed Equity Interest, which is otherwise required for reporting purposes, and such holder shall be treated as if their Claims or Equity Interests had been disallowed.

13. Cooperation with Disbursing Agent

The LP Debtors and their Professional Persons shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and Equity Interests and the identity and addresses of holders of Claims and Equity Interests, in each case, as set forth in the LP Debtors' books and records. The LP Debtors and their Professional Persons shall cooperate in good faith with the Disbursing Agent to comply with any of its reporting and withholding requirements.

G. Procedures for Resolving Disputed Claims

1. Objections to Claims

Other than with respect to Fee Claims (to which any party in interest may object) and Inc. Entity General Unsecured Claims (to which the Ad Hoc LP Secured Group or any member thereof may object), only the LP Debtors shall be entitled to object to Claims after the Effective Date. Any objections to Claims (other than Administrative Claims), shall be served and filed on or before the later of: (a) one-hundred twenty (120) days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in Section 9.1(a) of the Plan. Any Claims filed after the applicable bar date (including Inc. Entity General Unsecured Claims filed after the Inc. Entity General Unsecured Claims Bar Date), shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the LP Debtors unless the Person wishing to file such untimely Claim has received Bankruptcy Court authority to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (i) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (ii) by first class mail, postage prepaid, on the signatory on the Proof of Claim as well as all other representatives identified in the Proof of Claim or any attachment thereto; or (iii) if counsel has agreed to or is otherwise deemed to accept service, by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases (so long as such appearance has not been subsequently withdrawn).

2. Amendment to Claims

Except with respect to Administrative Expense Claims and Fee Claims, from and after the Effective Date, no Claim may be filed to increase or assert additional Claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim, on the applicable LP Debtor's Schedules) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the LP Debtors unless the claimant has obtained the Bankruptcy Court's prior approval to file such amended or increased Claim.

3. Settlement of Claims and Causes of Action

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the LP Debtors shall have authority to settle or compromise all Claims (to the extent not previously compromised, settled and released under the Plan) without further review or approval of the Bankruptcy Court; provided, that notwithstanding the foregoing, the LP Debtors may not settle or compromise any Inc. Entity General Unsecured Claim without approval of the Bankruptcy Court, which the LP Debtors may seek on fourteen (14) calendar days' notice to the Ad Hoc LP Secured Group and Plan Sponsors.

4. Estimation of Claims

The LP Debtors (or any of them, as applicable) may at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall be deemed to provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Plan Proponent' consent; and (3) non-severable and mutually dependent.

K. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Plan Proponent shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Plan Proponent and each of their respective Affiliates, subsidiaries, members, principals, shareholders, officers, directors, employees, representatives, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, shall have no liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

L. Waiver or Estoppel

Each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

M. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall govern and control.

depends, among other things, upon the orbital location of the satellite and the length of the lease. We and EchoStar mutually agreed to terminate this satellite capacity agreement effective as of July 1, 2012.

D1. Effective November 1, 2012, we entered into a satellite capacity agreement pursuant to which HNS leases certain satellite capacity from us on D1. This lease generally terminates upon the earlier of: (i) the end-of-life of the satellite; (ii) the date the satellite fails; (iii) the date the spectrum capacity on which service is being provided under the agreement fails; or (iv) December 31, 2013.

SlingService Services Agreement. Effective February 23, 2010, we entered into an agreement with EchoStar pursuant to which we receive certain services related to place-shifting. The fees for the services provided under this services agreement depend, among other things, upon the cost to develop and operate such services. This agreement has a term of five years with automatic renewal for successive one year terms and may be terminated for any reason upon at least 120 days notice to EchoStar. We incurred expenses payable to EchoStar of approximately $2.4 million under the SlingService services agreement during 2012.

Tax Sharing Agreement. In connection with the Spin-off, we entered into a tax sharing agreement with EchoStar which governs our respective rights, responsibilities and obligations after the Spin-off with respect to taxes for the periods ending on or before the Spin-off. Generally, all pre-Spin-off taxes, including any taxes that are incurred as a result of restructuring activities undertaken to implement the Spin-off, are borne by us, and we will indemnify EchoStar for such taxes. However, we are not liable for and will not indemnify EchoStar for any taxes that are incurred as a result of the Spin-off or certain related transactions failing to qualify as tax-free distributions pursuant to any provision of Section 355 or Section 361 of the Internal Revenue Code of 1986, as amended (the "Code") because of: (i) a direct or indirect acquisition of any of EchoStar's stock, stock options or assets; (ii) any action that EchoStar takes or fails to take; or (iii) any action that EchoStar takes that is inconsistent with the information and representations furnished to the IRS in connection with the request for the private letter ruling, or to counsel in connection with any opinion being delivered by counsel with respect to the Spin-off or certain related transactions. In such case, EchoStar is solely liable for, and will indemnify us for, any resulting taxes, as well as any losses, claims and expenses. The tax sharing agreement will only terminate after the later of the full period of all applicable statutes of limitations, including extensions, or once all rights and obligations are fully effectuated or performed. No payments were made under the tax sharing agreement during 2012.

TiVo. On April 29, 2011, we and EchoStar entered into a settlement agreement with TiVo, Inc. ("TiVo"). The settlement resolved all pending litigation between us and EchoStar, on the one hand, and TiVo, on the other hand, including litigation relating to alleged patent infringement involving certain DISH digital video recorders, or DVRs.

Under the settlement agreement, all pending litigation was dismissed with prejudice and all injunctions that permanently restrain, enjoin or compel any action by us or EchoStar were dissolved. We and EchoStar are jointly responsible for making payments to TiVo in the aggregate amount of $500 million, including an initial payment of $300 million and the remaining $200 million in six equal annual installments between 2012 and 2017. Pursuant to the terms and conditions of the agreements entered into in connection with the Spin-off of EchoStar from us, we made the initial payment to TiVo in May 2011, except for the contribution from EchoStar totaling approximately $10 million, representing an allocation of liability relating to EchoStar's sales of DVR-enabled receivers to an international customer. Future payments will be allocated between us and EchoStar based on historical sales of certain licensed products, with us being responsible for 95% of each annual payment.

We and EchoStar, on the one hand, and TiVo, on the other hand, have also agreed on mutual releases of certain related claims and agreed not to challenge each other's DVR technology-related patents that are licensed under the settlement agreement.

Because both we and EchoStar were defendants in the TiVo lawsuit, we and EchoStar were jointly and severally liable to TiVo for any final damages and sanctions that could have been awarded by the District Court. As previously disclosed, we determined that we were obligated under the agreements entered into in connection with the Spin-off to indemnify EchoStar for substantially all liability arising from this lawsuit. EchoStar contributed an amount equal to its $5 million intellectual property liability limit under the receiver agreement. We and EchoStar further agreed that EchoStar's $5 million contribution would not exhaust EchoStar's liability to us for other intellectual property claims that may arise under the receiver agreement. We and EchoStar also agreed that we would each be entitled to joint ownership of, and a cross-license to use, any intellectual property developed in connection with any potential new alternative technology. Any amounts that

EchoStar is responsible for under the settlement agreement with TiVo are in addition to the $5 million contribution previously made by EchoStar.

TT&C Agreement. In connection with the Spin-off, we entered into a telemetry, tracking and control ("TT&C") agreement pursuant to which we received TT&C services from EchoStar for a period ending on January 1, 2012 (the "Prior TT&C Agreement"). The fees for services provided under the Prior TT&C Agreement were calculated at cost plus a fixed margin. We were able to terminate the Prior TT&C Agreement for any reason upon 60 days notice. Effective January 1, 2012, we entered into a new TT&C agreement pursuant to which we receive TT&C services from EchoStar for a period ending on December 31, 2016 (the "2012 TT&C Agreement"). The material terms of the 2012 TT&C Agreement are substantially the same as the material terms of the Prior TT&C Agreement, except that the fees for services provided under the 2012 TT&C Agreement are calculated at either: (i) a fixed fee; or (ii) cost plus a fixed margin, which vary depending on the nature of the services provided. We incurred expenses payable to EchoStar of approximately $3.9 million under the 2012 TT&C Agreement during 2012.

Voom Settlement Agreement. On October 21, 2012, we entered into a confidential settlement agreement and release (the "Voom Settlement Agreement") with Voom HD Holdings LLC ("Voom") and CSC Holdings, LLC ("Cablevision"), and for certain limited purposes, MSG Holdings, L.P., The Madison Square Garden Company and EchoStar. The Voom Settlement Agreement resolved the litigation between the parties relating to the Voom programming services. EchoStar was a party to the Voom Settlement Agreement solely for the purposes of executing a mutual release of claims with Voom, Cablevision, MSG Holdings, L.P. and The Madison Square Garden Company relating to the Voom programming services.

XiP Encryption Agreement. During the third quarter 2012, we entered into an encryption agreement with EchoStar for our XiP line of set-top boxes (the "XiP Encryption Agreement") pursuant to which EchoStar provides certain security measures on our XiP line of set-top boxes for a period until December 31, 2014. Under the XiP Encryption Agreement, we have the option, but not the obligation, to extend the XiP Encryption Agreement for one additional year upon 180 days notice prior to the end of the term. We and EchoStar each have the right to terminate the XiP Encryption Agreement for any reason upon at least 30 days notice and 180 days notice, respectively. The fees for the services provided under the XIP Agreement are calculated on a monthly basis based on the number of receivers utilizing such security measures each month. No payments were made under the XiP Encryption Agreement during 2012.

Other Agreements. In November 2009, Mr. Roger Lynch became employed by both us and EchoStar as Executive Vice President. Mr. Lynch is responsible for the development and implementation of advanced technologies that are of potential utility and importance to both us and EchoStar. Mr. Lynch's compensation consists of cash and equity compensation and is borne by both EchoStar and us.

Related Party Transactions with NagraStar L.L.C. ("NagraStar")

NagraStar is a joint venture between EchoStar and Nagra USA, Inc. that is our provider of encryption and related security systems intended to assure that only authorized customers have access to our programming. During the year ended December 31, 2012, we purchased from NagraStar security access and other fees at an aggregate cost to us of $72.5 million. As of December 31, 2012, amounts payable to NagraStar totaled $21.9 million.

Certain Related Party Transactions with Certain Members of Our Board of Directors

Mrs. Ergen. During 2012, we employed Mrs. Ergen as a Senior Advisor to the Corporation and paid her approximately $100,000. During 2013, we expect to continue to employ Mrs. Ergen and certain of the Ergen children. While the amount paid during 2013 will depend on the time and services that will be provided, we expect to pay Mrs. Ergen approximately $100,000 and certain Ergen children approximately $25,000 in the aggregate during 2013.

Mr. Moskowitz. During 2012, we employed Mr. Moskowitz as a Senior Advisor to the Corporation and paid him salary and bonus totaling $250,000. During 2013, we expect to continue to employ Mr. Moskowitz. While the amount paid during 2013 will depend on the time and services that will be provided, we expect to pay Mr. Moskowitz approximately $100,000 during 2013.

Mr. Christopher Ergen/Yottabytes Ventures LLC. During the second quarter 2012, we entered into an agreement pursuant to which we had the right to make certain investments in Yottabytes Ventures LLC ("YBV"), a company that develops mobile web-based video applications. As of December 31, 2012, we had invested $500,000 in YBV, which resulted in us owning approximately 71.4% of YBV. We have the right, but not the obligation, to invest an additional $300,000 in YBV, which if exercised would ~~bring our aggregate ownership interest in YBV to 80%. As part of our investment, we also have the right to appoint two out of the three~~ members of the YBV board of directors.

Mr. Christopher Ergen, Mr. and Mrs. Ergen's son, is an owner in YBV. As of December 31, 2012, Mr. Christopher Ergen had approximately a 7.14% ownership interest in YBV, which interest is subject to a repurchase option by YBV at a price of $0.001 per common share. Fifty percent (50%) of his interest is released from the repurchase option after each of the first and second anniversary of our initial investment in YBV. As of December 31, 2012, all of the common shares which Mr. Christopher Ergen owns in YBV remain subject to the repurchase option. Mr. Christopher Ergen also acts as an advisor for YBV for which he receives $2,500 per month for his services. During 2012, he was paid approximately $13,000 by YBV. In addition, Mr. Christopher Ergen has a warrant to purchase additional common shares from YBV, the exercise of which is subject to certain conditions and expires in July 2017 or sooner if he is no longer an advisor for YBV or otherwise employed or engaged as a consultant by YBV. If Mr. Christopher Ergen fully exercises his warrant, he would have approximately a 17.5% ownership interest in YBV on a fully diluted basis assuming we have exercised our right to invest an additional $300,000 in YBV. As of December 31, 2012, none of the common shares under the warrant were exercisable.

PRINCIPAL ACCOUNTANT FEES AND SERVICES

~~**Appointment of Independent Registered Public Accounting Firm**~~

***Appointment of Independent Registered Public Accounting Firm for 2013*.** KPMG LLP served as our independent registered public accounting firm for the fiscal year ended December 31, 2012, and the Board has proposed that our shareholders ratify the appointment of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2013. Please see Proposal No. 2 below.

The Audit Committee, in its discretion, may direct the appointment of a different independent registered public accounting firm at any time during the year if the Audit Committee believes that a change would be in the best interests of DISH Network.

Fees Paid to KPMG LLP for 2012 and 2011

The following table presents fees for professional audit services rendered by KPMG LLP for the audit of our annual financial statements for the years ended December 31, 2012 and December 31, 2011, and fees billed for other services rendered by KPMG LLP during those periods.

	For the Years Ended December 31, 2012	2011
Audit Fees (1)	$ 2,225,000	$ 2,490,000
Audit-Related Fees (2)	329,117	555,269
Total Audit and Audit-Related Fees	2,554,117	3,045,269
Tax Fees (3)	1,752,765	867,299
All Other Fees	—	—
Total Fees	$ 4,306,882	$ 3,912,568

(1) Consists of fees paid by us for the audit of our consolidated financial statements included in our Annual Report on Form 10-K, review of our unaudited financial statements included in our Quarterly Reports on Form 10-Q and fees in connection with the audit of our internal control over financial reporting. The fees for 2011 have been adjusted to account for payments owed for 2011 that were not billed until 2012.

(2) Consists of fees for audit of financial statements of certain employee benefit plans and fees for other services that are normally provided by the accountant in connection with registration statement filings, issuance of consents and professional consultations with respect to accounting issues.

(3) Consists of fees for tax consultation and tax compliance services.

Policy on Audit Committee Pre-Approval of Audit and Permissible Non-Audit Services of Independent Registered Public Accounting Firm

The Audit Committee is responsible for appointing, setting compensation, retaining and overseeing the work of our independent registered public accounting firm. The Audit Committee has established a process regarding pre-approval of all audit and permissible non-audit services provided by the independent registered public accounting firm.

Requests are submitted to the Audit Committee in one of the following ways:

- Request for approval of services at a meeting of the Audit Committee; or
- Request for approval of services by members of the Audit Committee acting by written consent.

The request may be made with respect to either specific services or a type of service for predictable or recurring services. 100% of the fees paid by us to KPMG LLP for services rendered in 2012 and 2011 were pre-approved by the Audit Committee.

REPORT OF THE AUDIT COMMITTEE

~~The role of the Audit Committee is to assist DISH Network's Board of Directors in its oversight of DISH Network's financial reporting~~ process, as is more fully described in its charter. DISH Network's management is responsible for its financial reporting process, including its system of internal controls, and for the preparation and presentation of its consolidated financial statements in accordance with generally accepted accounting principles. DISH Network's independent registered public accounting firm is responsible for auditing those financial statements and expressing an opinion as to their conformity with generally accepted accounting principles. Our responsibility is to monitor and review these processes. It is not our duty or our responsibility to conduct auditing or accounting reviews or procedures. We are not and may not be employees of DISH Network, and we may not represent ourselves to be, or to serve as, accountants or auditors by profession or experts in the fields of accounting or auditing. Therefore, we have relied, without independent verification, on representations by DISH Network's management that its financial statements have been prepared with integrity and objectivity and in conformity with accounting principles generally accepted in the United States of America. We have also relied on representations of DISH Network's independent registered public accounting firm included in their report on its financial statements. Our oversight does not provide us with an independent basis to determine that management has maintained appropriate accounting and financial reporting principles or policies or appropriate internal controls and procedures designed to assure compliance with accounting standards and applicable laws and regulations. Furthermore, our considerations and discussions with DISH Network's management and independent registered public accounting firm do not assure that DISH Network's financial statements are presented in accordance with generally accepted accounting principles, that the audit of DISH Network's financial statements has been carried out in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), or that DISH Network's independent registered public accounting firm is in fact "independent."

In the performance of our oversight function, we reviewed and discussed with DISH Network's management its audited financial statements for the fiscal year ended December 31, 2012. We also discussed these audited financial statements with DISH Network's independent registered public accounting firm. Our discussions with the independent registered public accounting firm included the matters required to be discussed by PCAOB Auditing Standard No. 16, "Communications with Audit Committees," as currently in effect. We also discussed with them their independence and any relationship that might affect their objectivity or independence. In connection with these discussions, we reviewed the written disclosures and the letter from KPMG LLP required by applicable requirements of the PCAOB. Finally, we have considered whether the non-audit services provided by the independent registered public accounting firm are compatible with maintaining their independence.

Based on the reviews and discussions referred to above, we are not aware of any relationship between the independent registered public accounting firm and DISH Network that affects the objectivity or independence of the independent registered public accounting firm. Based on these discussions and our review discussed above, we recommended to DISH Network's Board of Directors that its audited financial statements for fiscal 2012 be included in DISH Network's Annual Report on Form 10-K for the year ended December 31, 2012 for filing with the Securities and Exchange Commission.

Respectfully submitted,

The DISH Network Audit Committee

Tom A. Ortolf (Chairman)
Steven R. Goodbarn
Gary S. Howard

The report of the Audit Committee and the information contained therein shall not be deemed to be "soliciting material" or "filed" or incorporated by reference in any filing we make under the Securities Act or under the Exchange Act, irrespective of any general statement incorporating by reference this Proxy Statement into any such filing, or subject to the liabilities of Section 18 of the Exchange Act, except to the extent that we specifically incorporate this information by reference into a document we file under the Securities Act or the Exchange Act.

PROPOSAL NO. 2 — RATIFICATION OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We customarily ask our shareholders to ratify the appointment of our independent registered public accounting firm at each annual meeting. The Audit Committee and the Board have selected and appointed KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2013 and we are asking our shareholders to ratify this appointment at the Annual Meeting. Even if the selection is ratified, the Audit Committee in its discretion may select a different independent public registered accounting firm at any time if it determines that such a change would be in the best interests of DISH Network. Representatives of KPMG LLP are expected to be present at the Annual Meeting and will have the opportunity to make any statements they may desire. They also will be available to respond to appropriate questions of shareholders.

Charles W. Ergen, our Chairman, currently possesses approximately 88.0% of the total voting power. Please see "Security Ownership of Certain Beneficial Owners and Management" above. Mr. Ergen has indicated his intention to vote in favor of Proposal No. 2. Accordingly, approval of Proposal No. 2 is assured notwithstanding a contrary vote by any or all shareholders other than Mr. Ergen.

The Board of Directors unanimously recommends a vote FOR approval of Proposal No. 2 (Item No. 2 on the enclosed proxy card).

PROPOSAL NO. 3 — AMENDMENT AND RESTATEMENT EMPLOYEE STOCK PURCHASE PLAN

We have had an Employee Stock Purchase Plan since 1997. On February 11, 2013, the Board adopted an amendment and restatement of the Employee Stock Purchase Plan which is subject to approval by our shareholders at our 2013 Annual Meeting of Shareholders.

The proposed amendment and restatement of the Employee Stock Purchase Plan would effect the following change:

- Increase the number of Class A Shares that may be purchased under the Employee Stock Purchase Plan from 1,800,000 to 2,800,000. As of December 31, 2012, 1,560,506 Class A Shares had been issued pursuant to the Employee Stock Purchase Plan. The Board of Directors believes that the Employee Stock Purchase Plan continues to be an important tool to attract and retain employees, and to align employee and shareholder interests

The Employee Stock Purchase Plan is attached as Appendix A to this Proxy Statement. The principal provisions of the Employee Stock Purchase Plan are summarized below. This summary and the features of the Employee Stock Purchase Plan set forth above, do not purport to be complete and are qualified in their entirety by reference to the provisions of the Employee Stock Purchase Plan.

Purchase of Shares

Subject to adjustment by the Board of Directors, the purchase price of each Class A Share purchased by employees under the Employee Stock Purchase Plan will be 85% of the closing price of the Class A Shares on the last business day of each calendar quarter in which such Class A Shares are deemed sold to an employee under the Employee Stock Purchase Plan. In the event that such day is not a date on which trading occurred on the NASDAQ Stock Market, then the day for calculation of the purchase price shall be the nearest prior business day on which trading occurred on the NASDAQ Stock Market. The Class A Shares will be issued from the shares authorized for issuance under the Employee Stock Purchase Plan or treasury stock, and the Corporation will pay all transaction costs.

Administration and Eligibility

Since 1997, the Employee Stock Purchase Plan is administered by a Committee appointed by our Board of Directors, by an individual appointed by our Board of Directors, or by the Board of Directors itself (the "ESPP Committee"). The ESPP Committee has the authority to interpret and construe all provisions of the Employee Stock Purchase Plan. All employees who have been employed by the Corporation for at least one calendar quarter are eligible to participate in the Employee Stock Purchase Plan, except for employees whose customary employment is twenty hours or fewer per week. As of March 1, 2013, approximately 18,000 of our employees were eligible to participate in the Employee Stock Purchase Plan.

Participation Terms

An eligible employee may elect to participate in the Employee Stock Purchase Plan by completing and submitting an authorization for payroll deduction form. No interest shall be paid on payroll deductions under the Employee Stock Purchase Plan and no withdrawal is permitted from the Employee Stock Purchase Plan prior to the end of a calendar quarter. An employee cannot have deducted an amount which would: (i) result in the employee owning, after the purchase of Class A Shares in any calendar quarter under the Employee Stock Purchase Plan, five percent or more of the total combined voting power of all outstanding capital stock of the Corporation; or (ii) permit such employee to purchase capital stock of the Corporation under all stock purchase plans of the Corporation at a rate which would exceed $25,000 in fair market value of capital stock in any one year.

At the end of each calendar quarter, each employee shall be deemed to have purchased the number of Class A Shares equal to the total amount of such employee's payroll deductions during such calendar quarter, divided by the per share purchase price. Employees may purchase Class A Shares only through payroll deductions under the Employee Stock Purchase Plan.

Amendment and Termination

The Board of Directors may amend the Employee Stock Purchase Plan at any time. However, no amendments shall be made without the prior approval of the shareholders of the Corporation if such amendment would: (i) increase the number of Class A Shares available under the Employee Stock Purchase Plan; or (ii) change the classification of employees eligible to participate in the Employee Stock Purchase Plan.

The Employee Stock Purchase Plan shall terminate upon the first to occur of: (i) all of the Class A Shares reserved for issuance under the Plan have been issued; or (ii) the date on which the Employee Stock Purchase Plan is terminated by the Board of Directors.

Federal Income Tax Consequences

The Employee Stock Purchase Plan is intended to be an "employee stock purchase plan" as defined in Section 423 of the Internal Revenue Code of 1986, as amended. An employee does not have to pay any federal income tax upon joining the Employee Stock Purchase Plan or upon receiving Class A Shares from the Employee Stock Purchase Plan. The employee is, however, required to pay federal income tax on the difference, if any, between the price at which he or she sells Class A Shares received under the Employee Stock Purchase Plan and the price he or she paid for them.

Plan Benefits

Because benefits under the Employee Stock Purchase Plan depend on employees' elections to participate in the Employee Stock Purchase Plan and the fair market value of the Class A Shares at various future dates, it is not possible to determine future benefits that will be received by executive officers and other employees under the Employee Stock Purchase Plan.

Other Information

Charles W. Ergen, our Chairman, currently possesses approximately 88.0% of the total voting power. Please see "Security Ownership of Certain Beneficial Owners and Management" above. Mr. Ergen has indicated his intention to vote in favor of Proposal No. 3. Accordingly, approval of Proposal No. 3 is assured notwithstanding a contrary vote by any and all shareholders other than Mr. Ergen.

The Board of Directors unanimously recommends a vote FOR approval of Proposal No. 3 (Item No. 3 on the enclosed proxy card)

WHERE TO GET ADDITIONAL INFORMATION

As a reporting company, we are subject to the informational requirements of the Exchange Act and accordingly file our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and other information with the SEC. The public may read and copy any materials filed with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. Please call the SEC at (800) SEC-0330 for further information on the Public Reference Room. As an electronic filer, our public filings are maintained on the SEC's website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The address of that website is http://www.sec.gov. In addition, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act may be accessed free of charge through our website as soon as reasonably practicable after we have electronically filed such material with, or furnished it to, the SEC. The address of that website is http://www.dish.com.

COST OF PROXY STATEMENT

We will bear the cost of the solicitation of proxies on behalf of the Board. In addition to the use of the mail, proxies may be solicited by us personally, by telephone or by similar means. None of our directors, officers or employees will be specifically compensated for those activities. We do not expect to pay any compensation for the solicitation of proxies. However, we will reimburse brokerage firms, custodians, nominees, fiduciaries and other persons holding our shares in their names, or in the names of nominees, at approved rates for their reasonable expenses in forwarding proxy materials to beneficial owners of securities held of record by them and obtaining their proxies.

SHAREHOLDER COMMUNICATIONS

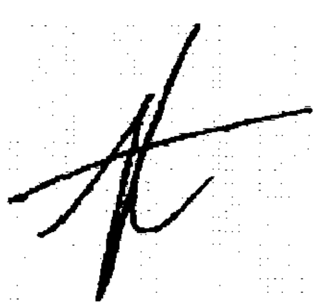
General. We provide an informal process for shareholders to send communications to our Board and its members. Shareholders who wish to contact the Board or any of its members may do so by writing to DISH Network Corporation, Attn: Board of Directors, 9601 S. Meridian Blvd., Englewood, Colorado 80112. At the direction of the Board of Directors, all mail received will be opened and screened for security purposes. Correspondence directed to an individual Board member is referred to that member. Correspondence not directed to a particular Board member is referred to R. Stanton Dodge, Executive Vice President, General Counsel and Secretary.

Submission of Shareholder Proposals and Director Nominations for 2014 Annual Meeting. Shareholders who intend to have a proposal or director nomination considered for inclusion in our proxy materials for presentation at our 2014 Annual Meeting of Shareholders must submit the proposal or director nomination to us no later than November 22, 2013. In accordance with our Bylaws, for a proposal or director nomination not included in our proxy materials to be brought before the 2014 Annual Meeting of Shareholders, a shareholder's notice of the proposal or director nomination that the shareholder wishes to present must be delivered to R. Stanton Dodge, Executive Vice President, General Counsel and Secretary, at DISH Network Corporation, 9601 S. Meridian Blvd., Englewood, Colorado 80112 not less than 90 nor more than 120 days prior to the first anniversary of the 2013 Annual Meeting of Shareholders. Accordingly, any notice given pursuant to our Bylaws and outside the process of Rule 14a-8 must be received no earlier than January 2, 2014 and no later than February 3, 2014. We reserve the right to reject, rule out of order or take other appropriate action with respect to any proposal or director nomination that does not comply with these and other applicable requirements.

OTHER BUSINESS

Management knows of no other business that will be presented at the Annual Meeting other than that which is set forth in this Proxy Statement. However, if any other matter is properly presented at the Annual Meeting, the persons named in the accompanying proxy card will have discretionary authority to vote on such matter.

By Order of the Board of Directors



R. STANTON DODGE
Executive Vice President, General Counsel and Secretary

Appendix A
AMENDED AND RESTATED
DISH NETWORK CORPORATION
EMPLOYEE STOCK PURCHASE PLAN

1. **PURPOSE.** The DISH Network Corporation Employee Stock Purchase Plan (the "Plan") is established to provide eligible employees of DISH Network Corporation, a Nevada corporation, and any successor corporation thereto (collectively, "DISH"), and any current or future parent corporation or subsidiary corporations of DISH which the Board of Directors of DISH (the "Board") determines should be included in the Plan (collectively referred to as the "Company"), with an opportunity to acquire a proprietary interest in the Company by the purchase of common stock of DISH (NASDAQ trading symbol "DISH"). DISH and any parent or subsidiary corporation designated by the Board as a corporation included in the Plan shall be individually referred to herein as a "Participating Company." The Board shall have the sole and absolute discretion to determine from time to time what parent corporations and/or subsidiary corporations shall be Participating Companies. For purposes of the Plan, a parent corporation and a subsidiary corporation shall be as defined in sections 424(e) and 424(f), respectively, of the Internal Revenue Code of 1986, as amended (the "Code").

The Company intends that the Plan shall qualify as an "employee stock purchase plan" under section 423 of the Code (including any amendments or replacements of such section), and the Plan shall be so construed. Any term not expressly defined in the Plan but defined for purposes of section 423 of the Code shall have the same definition herein.

2. **ADMINISTRATION.** The Plan shall be administered by the Board and/or by a duly appointed committee or representative of the Board having such powers as shall be specified by the Board. Any subsequent references to the Board shall also mean the committee or representative if a committee or representative has been appointed. All questions of interpretation of the Plan shall be determined by the Board and shall be final and binding upon all persons having an interest in the Plan. Subject to the provisions of the Plan, the Board shall determine all of the relevant terms and conditions of the Plan; provided, however, that all Participants shall have the same rights and privileges within the meaning of section 423(b)(5) of the Code. All expenses incurred in connection with administration of the Plan shall be paid by the Company.

3. **SHARE RESERVE.** The maximum number of shares which may be issued under the Plan shall be 2,800,000 shares of DISH's authorized but unissued Class A Common Stock or Class A Common Stock which are treasury shares (the "Shares").

4. **ELIGIBILITY.** Any full-time employee of a Participating Company is eligible to participate in the Plan after completion of one entire calendar quarter of employment, except employees who own or hold options to purchase or who, as a result of participation in the Plan, would own or hold options to purchase, stock of the Company possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company within the meaning of section 423(b)(3) of the Code. A full time employee is defined as one who is regularly scheduled to work more than 20 hours per week. Notwithstanding anything herein to the contrary, any individual performing services for a Participating Company solely through a leasing agency or employment agency shall not be deemed an "employee" of such Participating Company. In certain circumstances, eligibility may be restricted pursuant to a withdrawal under Section 10(d) of the Plan.

Any employee who transfers from EchoStar Corporation, a Nevada corporation, any successor corporation thereto, or any current or future parent corporation or subsidiary corporations of EchoStar Corporation or its subsidiaries (collectively, "SATS") to the Company shall be given credit for purposes of Plan eligibility for all prior service at SATS; provided that employees of future SATS subsidiaries that are acquired shall be given credit for purposes of Plan eligibility for prior service at SATS only if at the time of such employee's transfer to the Company such employee is eligible to participate in SATS's Employee Stock Participation Plan.

5. **OFFERING DATES.**

(a) **OFFERING PERIODS.** Except as otherwise set forth below, the Plan shall initially be implemented by offerings (individually, an "Offering") of two (2) years duration (an "Offering Period"). The first Offering will commence on October 1, 1997 and subsequent Offerings would commence every two years thereafter until the Plan terminates, unless earlier modified in the Board's discretion. The first day of an Offering Period shall be the "Offering Date" for such Offering Period. In the event the Offering Date would fall on a holiday or weekend, the Offering Date shall instead be the first business day after such day. Notwithstanding the foregoing, the Board may establish a different term for one or more Offerings and/or different commencing and/or ending dates for such Offerings. Eligible employees may not participate in more than one Offering at a time.

(b) PURCHASE PERIODS. Each Offering Period shall initially consist of eight (8) purchase periods of three (3) months duration (individually, a "Purchase Period"). The last day of the Purchase Period shall be the "Purchase Date" for such Purchase Period. A Purchase Period commencing on January 1 shall end on March 31. A Purchase Period commencing on April 1 shall end on June 30. A Purchase Period commencing on July 1 shall end on September 30. A Purchase Period commencing on October 1 shall end on December 31. In the event the Purchase Date would fall on a holiday or weekend, the Purchase Date shall instead be the last business day prior to such day. Notwithstanding the foregoing, the Board may establish a different term for one or more Purchase Periods and/or different commencing dates and/or Purchase Dates for such Purchase Periods. An employee who becomes eligible to participate in an Offering after the initial Purchase Period has commenced shall not be eligible to participate in such Purchase Period but may participate in any subsequent Purchase Period during that Offering Period provided such employee is still eligible to participate in the Plan as of the commencement of any such subsequent Purchase Period.

(c) GOVERNMENTAL APPROVAL; STOCKHOLDER APPROVAL. Notwithstanding any other provision of the Plan to the contrary, all transactions pursuant to the Plan shall be subject to (i) obtaining all necessary governmental approvals and/or qualifications of the sale and/or issuance of the Shares (including compliance with the Securities Act of 1933 and any applicable state securities laws), and (ii) obtaining stockholder approval of the Plan. Notwithstanding the foregoing, stockholder approval shall not be necessary in order to commence the Plan's initial Offering Period; provided, however, that the purchase of Shares at the end of such Offering Period shall be subject to obtaining stockholder approval of the Plan.

6. PARTICIPATION IN THE PLAN.

(a) INITIAL PARTICIPATION. An eligible employee shall become a Participant on the first Offering Date after satisfying the eligibility requirements and delivering to the Company's payroll office (at Company headquarters) not later than the close of business for such payroll office on the last business day before such Offering Date (the "Subscription Date") a subscription agreement indicating the employee's election to participate in the Plan and authorizing payroll deductions. An eligible employee who does not deliver a subscription agreement to the Company's payroll office on or before the Subscription Date shall not participate in the Plan for the initial Purchase Period or for any subsequent Purchase Period unless such employee subsequently enrolls in the Plan by filing a subscription agreement with the Company by the last business day before the commencement of a subsequent Purchase Period or Offering Date. DISH may, from time to time, change the Subscription Date as deemed advisable by DISH in its sole discretion for proper administration of the Plan.

(b) CONTINUED PARTICIPATION. A Participant shall automatically participate in the Purchase Period commencing immediately after the first Purchase Date of the initial Offering Period in which the Participant participates, and all subsequent Purchase Periods within that Offering, until such time as such Participant (i) ceases to be eligible as provided in paragraph 4, (ii) withdraws from the Offering or Plan pursuant to paragraphs 10(a) or 10(b) or (iii) terminates employment as provided in paragraph 11. Similarly, except as provided in the preceding sentence, a Participant shall automatically participate in the Offering Period commencing immediately after the last Purchase Date of the prior Offering Period in which the Participant participates, and all subsequent Offering Periods pursuant to this Plan. However, a Participant may deliver a subscription agreement with respect to a subsequent Purchase or Offering Period if the Participant desires to change any of the Participant's elections contained in the Participant's then effective subscription agreement.

7. PURCHASE PRICE. The purchase price at which Shares may be acquired in a given Purchase Period pursuant to the Plan (the "Offering Exercise Price") shall be set by the Board; provided, however, that the per share Offering Exercise Price shall not be less than eighty-five percent (85%) of the lesser of (a) the per share fair market value of the Shares on the Offering Date of the Offering Period of which the Purchase Period is a part, or (b) the per share fair market value of the Shares on the Purchase Date for such Purchase Period. Unless otherwise provided by the Board prior to the commencement of an Offering Period, the Offering Exercise Price for each Purchase Period in that Offering Period shall be eighty-five percent (85%) of the fair market value of the Shares on the given Purchase Date. The fair market value of the

Shares on the applicable dates shall be the closing price quoted on the National Association of Securities Dealers Automated Quotation System for the Purchase Date (or the average of the closing bid and asked prices), or as reported on such other stock exchange or market system if the Shares are traded on such other exchange or system instead, or as determined by the Board if the Shares are not so reported.

8. PAYMENT OF PURCHASE PRICE. Shares which are acquired pursuant to the Plan may be paid for only by means of payroll deductions from the Participant's Compensation accumulated during the Offering Period. For purposes of the Plan, a Participant's "Compensation" with respect to an Offering (a) shall include all wages, salaries, commissions and bonuses after deduction for any contributions to any plan maintained by a Participating Company and described in Section 401(k) or Section 125 of the Code, and (b) shall not include occasional awards such as DISH Launch Bonus awards, stock option exercise compensation or other or any other payments not specifically referenced in (a). Except as set forth below, the deduction amount to be withheld from a Participant's Compensation during each pay period shall be determined by the Participant's subscription agreement, and the amount of such payroll deductions shall be given the lowest priority so that all other required and voluntary payroll deductions from a Participant's Compensation are withheld prior to subscription agreement amounts.

(a) LIMITATIONS ON PAYROLL WITHHOLDING. The amount of payroll withholding with respect to the Plan for any Participant during any Offering Period shall be elected by the Participant and shall be stated as a dollar amount. Amounts withheld shall be reduced by any amounts contributed by the Participant and applied to the purchase of Company stock pursuant to any other employee stock purchase plan qualifying under section 423 of the Code.

(b) PAYROLL WITHHOLDING. Payroll deductions shall commence on the first pay date beginning after the Offering Date, as designated by DISH, and shall continue to the last pay date before the end of the Offering Period, as designated by DISH, unless sooner altered or terminated as provided in the Plan.

(c) PARTICIPANT ACCOUNTS. Individual accounts shall be maintained for each Participant. All payroll deductions from a Participant's Compensation shall be credited to such account and shall be deposited with the general funds of the Company. All payroll deductions received or held by the Company may be used by the Company for any corporate purpose.

(d) NO INTEREST PAID. Interest shall not be paid on sums withheld from a Participant's Compensation.

(e) PURCHASE OF SHARES. On each Purchase Date of an Offering Period, each Participant whose participation in the Offering has not terminated on or before such Purchase Date shall automatically acquire the number of Shares arrived at by dividing the total amount of the Participant's accumulated payroll deductions for the Purchase Period by the Offering Exercise Price. No shares shall be purchased on a Purchase Date on behalf of a Participant whose participation in the Offering or the Plan has terminated on or before such Purchase Date. If the Broker is unable to administer purchases of fractional shares, only whole shares shall be purchased, and any remaining cash in the Participant's Account shall be carried over to the next Purchase Period, if the participant is continuing to participate in the next Purchase Period.

(f) REMAINING CASH BALANCE. Any cash balance remaining in the Participant's account after a Purchase Date shall be carried over to the next Purchase Period if the Participant is continuing to participate in the next Purchase Period. Any cash balance remaining upon a Participant's termination of participation in the Plan or termination of the Plan itself shall be refunded as soon as practicable after such event.

(g) TAX WITHHOLDING. At the time the Shares are purchased, in whole or in part, or at the time some or all of the Shares are disposed of, the Participant shall make adequate provision for the foreign, federal and state tax withholding obligations of the Company, if any, which arise upon the purchase of Shares and/or upon disposition of Shares, respectively. The Company may, but shall not be obligated to, withhold from the Participant's Compensation the amount necessary to meet such withholding obligations.

(h) COMPANY ESTABLISHED PROCEDURES. The Board may, from time to time, establish (i) a minimum required withholding amount for participation in an Offering, (ii) limitations on the frequency and/or number of changes in the amount withheld during an Offering, (iii) an exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, (iv) payroll withholding in excess of or less than the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of subscription agreements, and/or (v) such other limitations or procedures as deemed advisable by the Company in the Company's sole discretion which are consistent with the Plan and in accordance with the requirements of Section 423 of the Code. Notice of new or amended procedures pursuant to this section shall be communicated to all eligible participants in a manner reasonably determined by the Board to reach all participants in a cost efficient manner.

9. LIMITATIONS ON PURCHASE OF SHARES: RIGHTS AS A STOCKHOLDER.

(a) FAIR MARKET VALUE LIMITATION. Notwithstanding any other provision of the Plan, no Participant shall be entitled to purchase Shares under the Plan (or any other employee stock purchase plan which is intended to meet the requirements of section 423 of the Code sponsored by DISH or a parent or subsidiary corporation of DISH) in an amount which exceeds $25,000 in fair market value, which fair market value is determined for Shares purchased during a given Offering Period as of the Offering Date for such Offering Period (or such other limit as may be imposed by the Code), for any calendar year in which Participant participates in the Plan (or any other employee stock purchase plan described in this sentence).

(b) PRO RATA ALLOCATION. In the event the number of Shares which might be purchased by all Participants in the Plan exceeds the number of Shares available in the Plan, the Company shall make a pro rata allocation of the remaining Shares in as uniform a manner as shall be practicable and as the Company shall determine to be equitable. Any cash balance remaining after such allocation shall be refunded to Participants as soon as practicable.

(c) RIGHTS AS A STOCKHOLDER AND EMPLOYEE. A Participant shall have no rights as a stockholder by virtue of the Participant's participation in the Plan until the date of issuance of stock for the Shares being purchased pursuant to the Plan. Moreover, Shares shall not be issued and a Participant shall not be permitted to purchase shares unless and until such Shares have been registered under the Securities Act of 1933 on an effective S-8 registration and any applicable registration requirements under the National Association of Securities Dealers rules are satisfied. No adjustment shall be made for cash dividends or distributions or other rights for which the record date is prior to the date such stock is issued. Nothing herein shall confer upon a Participant any right to continue in the employ of the Company or interfere in any way with any right of the Company to terminate the Participant's employment at any time.

(d) USE OF A CAPTIVE STOCK BROKER. In order to reduce paperwork and properly track and report Participant's acquisition and disposition of Shares purchased pursuant to the Plan, the Company may, in its discretion, designate one or more stock brokers as a "captive" broker ("Broker") for receiving Participants' shares and maintaining individual accounts for each Participant. The initial Broker shall be Charles Schwab and Co., Inc. The Company and the Broker may establish such account procedures and restrictions as are necessary to carry out their respective functions and properly administer the Plan (see, for example, Section 19).

(e) RIGHT TO ISSUANCE OF SHARE CERTIFICATE. Initially, Participants will not receive share certificates from DISH representing the Shares purchased pursuant to the Plan. Instead, the Company shall issue one share certificate to the Broker for all Shares purchased on a Purchase Date, followed by electronic allocation by the Broker among all Participants according to their respective contributions. A Participant may obtain a share certificate for his or her actual share amount only from the Broker according to such Broker's procedures. This limitation may be modified by the Board in its discretion at any time.

10. WITHDRAWAL.

(a) WITHDRAWAL FROM AN OFFERING. A Participant may not withdraw from an Offering and stop payroll deductions during a Purchase Period. Any notice of withdrawal submitted by a Participant (on a form provided by the Company for such purpose) to DISH's payroll office after the commencement of a Purchase Period but prior to a Purchase Date shall only be effective for the next subsequent Purchase Period. No cash refunds of payroll deduction amounts from a Participant's account shall be made prior to the next scheduled Purchase Date.

After the next scheduled Purchase Date, refund of any excess dollar amount(s) in Participant's account will be made in accordance with Section 8(f) of this Plan.

Withdrawals made after a Purchase Date for a Purchase Period shall not affect Shares acquired by the Participant on such Purchase Date. A Participant who withdraws from an Offering for one or more Purchase Periods may not resume participation in the Plan during the same Purchase Period, but may participate in any subsequent Offering, or in any subsequent Purchase Period within the same Offering, by again satisfying the requirements of paragraphs 4 and 6(a) above.

(b) WITHDRAWAL FROM THE PLAN. A Participant may voluntarily withdraw from the Plan by signing a written notice of withdrawal on a form provided by the Company for such purpose and delivering such notice to the Company's payroll office. The effect of withdrawal from the Plan shall be in accordance with Section 10(a) above.

(c) RETURN OF PAYROLL DEDUCTIONS. Upon withdrawal from an Offering or the Plan pursuant to paragraphs 10(a) or 10 (b), respectively, the withdrawn Participant's accumulated payroll deductions will first be applied toward the purchase of Shares at the Purchase Date and any balance remaining shall be returned as soon as practicable after the withdrawal, in accordance with Section 8(f) of this Plan. The Participant's interest in the Offering and/or the Plan, as applicable, shall terminate.

(d) PARTICIPATION FOLLOWING WITHDRAWAL. An employee who is also an officer or director of the Company subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and who is deemed to "cease participation" in the Plan within the meaning of Rule 16b-3 promulgated under the Exchange Act and amended from time to time or any successor rule or regulation ("Rule 16b-3") as a consequence of his or her withdrawal from an Offering pursuant to paragraph 10(a) above or withdrawal from the Plan pursuant to paragraph 10(b) above shall not again participate in the Plan for at least six months after the date of such withdrawal.

(e) MODIFICATION OF WITHDRAWAL RIGHTS. The Company may, from time to time, establish a procedure pursuant to which a participant may elect (i) to withdraw from the Offering or the Plan during a Purchase or Offering Period pursuant to this paragraph 10, and (ii) to increase, decrease, or cease payroll deductions from his or her compensation for such Offering during the time such election is in effect. If established, any such election shall be made in writing on a form provided by the Company for such purpose and must be delivered to the Company within a reasonable period of time prior to the effective date thereof..

11. TERMINATION OF EMPLOYMENT. Termination of a Participant's employment with the Company for any reason, including retirement, disability or death or the failure of a Participant to remain an employee eligible to participate in the Plan, shall terminate the Participant's participation in the Plan immediately. In such event, the payroll deductions credited to the Participant's account since the last Purchase Date shall, as soon as practicable, be returned to the Participant or, in the case of the Participant's death, to the Participant's legal representative, and all of the Participant's rights under the Plan shall terminate. Interest shall not be paid on sums returned to a Participant pursuant to this paragraph 11. DISH may establish a date which is a reasonable number of days prior to the Purchase Date as a cutoff for return of a Participant's payroll deductions in the form of cash.

After the cutoff date, Shares will be purchased for the terminated employee in accordance with paragraph 10(c), above. A Participant whose participation has been so terminated may again become eligible to participate in the Plan by again satisfying the requirements of paragraphs 4 and 6(a) above.

12. TRANSFER OF CONTROL. A "Transfer of Control" shall be deemed to have occurred in the event any of the following occurs with respect to DISH:

(a) a merger or consolidation in which DISH is not the surviving corporation;

(b) a reverse triangular merger or consolidation in which DISH is the surviving corporation where the stockholders of DISH before such merger or consolidation do not retain, directly or indirectly, at least a majority of the beneficial interest in the voting stock of DISH; or

(c) the sale, exchange, or transfer of all or substantially all of DISH's assets (other than a sale, exchange, or transfer to one (1) or more corporations where the stockholders of DISH before such sale, exchange, or transfer retain, directly or indirectly, at least a majority of the beneficial interest in the voting stock of the corporation(s) to which the assets were transferred).

In the event of a Transfer of Control, the Board, in its sole discretion, may arrange with the surviving, continuing, successor, or purchasing corporation, as the case may be, that such corporation assume the Company's rights and obligations under the Plan. All Purchase Rights shall terminate effective as of the date of the Transfer of Control to the extent that the Purchase Right is neither exercised as of the date of the Transfer of Control nor assumed by the surviving, continuing, successor, or purchasing corporation, as the case may be.

13. CAPITAL CHANGES. In the event that the Board determines that any dividend or other distribution (whether in the form of cash, shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares or other securities of the Company, issuance of warrants or other rights to purchase shares or other securities of the Company or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (a) the Offering Exercise Price, (b) the number of shares subject to purchase by Participants, and (c) the Plan's share reserve amount.

14. NON-TRANSFERABILITY. Prior to a Purchase Date, a Participant's rights under the Plan may not be transferred in any manner otherwise than by will or the laws of descent and distribution and shall be exercisable during the lifetime of the Participant only by the Participant. Subsequent to a Purchase Date, a Participant shall be allowed to sell or otherwise dispose of the Shares in any manner that he or she deems fit. However, the Company, in its absolute discretion, may impose such restrictions on the transferability of Shares purchased by a Participant pursuant to the Plan as it deems appropriate and any such restriction may be placed on the certificates evidencing such Shares (see also Sections 9(d) and 19).

15. REPORTS. Each Participant shall receive, within a reasonable period after the Purchase Date, a report of such Participant's account setting forth the total payroll deductions accumulated, the number of Shares purchased, the fair market value of such Shares, the date of purchase and the remaining cash balance to be refunded or retained in the Participant's account pursuant to paragraph 8(f) above, if any. Each Participant who acquires shares pursuant to the Plan shall be provided information concerning the Company equivalent to that information generally made available to the Company's common stockholders.

16. PLAN TERM. This Plan shall continue until terminated by the Board or until all of the Shares reserved for issuance under the Plan have been issued, whichever shall first occur.

17. RESTRICTION ON ISSUANCE OF SHARES. The issuance of shares under the Plan shall be subject to compliance with all applicable requirements of federal or state law with respect to such securities. A Purchase Right may not be exercised if the issuance of shares upon such exercise would constitute a violation of any applicable federal or state securities laws or other law or regulations. In addition, no Purchase Right may be exercised unless (i) a registration statement under the Securities Act of 1933, as amended, shall at the time of exercise of the Purchase Right be in effect with respect to the shares issuable upon exercise of the Purchase Right, or (ii) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Purchase Right may be issued in accordance with the terms of an applicable exemption from the registration requirements of said Act. As a condition to the exercise of a Purchase Right, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

18. LEGENDS. The Company may at any time place legends or other identifying symbols referencing any applicable federal and/or state securities restrictions or any provision(s) convenient in the administration of the Plan on some or all of the certificates representing shares of stock issued under the Plan. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to a Purchase Right in the possession of the Participant in order to carry out the provisions of this paragraph. Unless otherwise specified by the Company, legends placed on such certificates may include but shall not be limited to any legend required to be placed thereon by the Colorado Secretary of State.

19. NOTIFICATION OF SALE OF SHARES. The Company may require the Participant to give the Company prompt notice of any disposition of Shares acquired under the Plan within two years from the date of commencement of an

Offering Period or one year from the Purchase Date. The Company may direct that the certificates evidencing Shares acquired by the Participant refer to such requirement to give prompt notice of disposition. Additionally, the Company and the Broker may impose such ~~restrictions or procedures related to transfer of shares acquired under the Plan as are necessary for the Company to obtain sufficient notice of~~ disposition, in order to comply with governmental requirements related to Form W-2 reporting, payroll tax withholding, employment tax liability and corporate income taxes.

20. AMENDMENT OR TERMINATION OF THE PLAN. The Board may at any time amend or terminate the Plan, except that such amendment or termination shall not affect Shares purchased under the Plan, (except as may be necessary to qualify the Plan as an employee stock purchase plan pursuant to section 423 of the Code or to obtain qualification or registration of the Shares under applicable federal or state securities laws). In addition, an amendment to the Plan must be approved by the stockholders of the Company within twelve (12) months of the adoption of such amendment if such amendment would authorize the sale of more shares than are authorized for issuance under the Plan or would change the definition of the corporations that may be designated by the Board as Participating Companies.

Furthermore, the approval of the Company's stockholders shall be sought for any amendment to the Plan for which the Board deems stockholder approval necessary in order to comply with Rule 16b-3 promulgated under Section 16 of the Exchange Act.

dish NETWORK

DISH NETWORK CORPORATION
9601 S. MERIDIAN BLVD.
ENGLEWOOD, CO 80112

VOTE BY INTERNET - www.proxyvote.com
Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

Electronic Delivery of Future PROXY MATERIALS
If you would like to reduce the costs incurred by our company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access proxy materials electronically in future years.

VOTE BY PHONE - 1-800-690-6903
Use any touch-tone telephone to transmit your voting instructions up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL
Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

KEEP THIS PORTION FOR YOUR RECORDS

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

DETACH AND RETURN THIS PORTION ONLY

The Board of Directors recommends you vote FOR the following:

	For All	Withhold All	For All Except
1. Election of Directors	☐	☐	☐

To withhold authority to vote for any individual nominee(s), mark "For All Except" and write the number(s) of the nominee(s) on the line below.

Nominees

01 Joseph P. Clayton
02 James DeFranco
03 Cantey M. Ergen
04 Charles W. Ergen
05 Steven R. Goodbarn
06 Gary S. Howard
07 David K. Moskowitz
08 Tom A. Ortolf
09 Carl E. Vogel

The Board of Directors recommends you vote FOR proposals 2 and 3.

	For	Against	Abstain
2. To ratify the appointment of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2013.	☐	☐	☐
3. To amend and restate our Employee Stock Purchase Plan.	☐	☐	☐

NOTE: In their discretion, the proxies are authorized to vote on such other business as may properly come before the meeting or any adjournment or postponement thereof.

For address change/comments, mark here (see reverse for instructions) ☐

Materials Election - Check this box if you want to receive a complete set of future proxy materials by mail, at no extra cost. If you do not take action you may receive only a Notice to inform you of the Internet availability of proxy materials. ☐

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name, by authorized officer.

Signature [PLEASE SIGN WITHIN BOX] Date

Signature (Joint Owners) Date

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting: The Annual Report, Notice & Proxy Statement is/are available at www.proxyvote.com.

DISH NETWORK CORPORATION
PROXY SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned hereby appoints Charles W. Ergen and R. Stanton Dodge, each with the power to appoint his substitute, and hereby authorizes them to represent and to vote as designated below, all Class A Shares and Class B Shares of DISH Network Corporation held of record by the undersigned on March 7, 2013, at the Annual Meeting of Shareholders to be held on May 2, 2013, or any adjournment or postponement thereof.

THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED SHAREHOLDER. IF NO DIRECTION IS MADE THIS PROXY WILL BE VOTED (1) FOR THE ELECTION OF EACH OF THE NINE DIRECTORS SET FORTH ABOVE, (2) FOR THE RATIFICATION OF THE APPOINTMENT OF KPMG LLP AS OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR FISCAL YEAR ENDING DECEMBER 31, 2013, AND (3) FOR THE AMENDMENT AND RESTATEMENT OF OUR EMPLOYEE STOCK PURCHASE PLAN. THIS PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO PROPOSALS NOT KNOWN OR DETERMINED AT THE TIME OF THE MAILING OF THE NOTICE OF ANNUAL MEETING OF SHAREHOLDERS TO THE UNDERSIGNED.

PLEASE SIGN AND RETURN THIS PROXY IN THE ENCLOSED PRE-ADDRESSED ENVELOPE. THE TENDER OF A PROXY WILL NOT AFFECT YOUR RIGHT TO VOTE IN PERSON IF YOU ATTEND THE MEETING OR TO SUBMIT A LATER DATED REVOCATION OR AMENDMENT TO THIS PROXY ON ANY OF THE ISSUES SET FORTH ON THE REVERSE SIDE.

Address change/comments:

____

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____

(If you noted any Address Changes and/or Comments above, please mark corresponding box on the reverse side.)

Continued and to be signed on reverse side

EXHIBIT 8

FierceCable

Published on FierceCable (http://www.fiercecable.com)

Dish Network subscriber growth slows to 14,000 in Q4 2012

February 20, 2013 | By Steve Donohue

Dish Network (Nasdaq: DISH) said it picked up 14,000 subscribers in the fourth quarter, down from the 22,000 it gained in the fourth quarter of 2011.

Revenue dropped by $40,000 to $3.59 billion and the company's net income plummeted by $104 million to $313 million in the quarter. Dish blamed the decreased income on the settlement of a lawsuit it had with Cablevision (NYSE: CVC) and AMC Networks regarding the Voom HD venture, expenses from its litigation with TiVo (Nasdaq: TIVO) and increased programming costs.

The good news: Dish said it ended 2012 with 14.06 million pay TV subscribers, increasing its customer count by 89,000. That's an improvement compared to 2011, when it lost 166,000 video subscribers. Dish said its churn rate for pay TV subscribers decreased to 1.57 percent in 2012, compared to 1.63 percent in 2011.

CEO Joseph Clayton said the company was propelled in 2012 by the rollout of its Hopper multiroom DVR. Dish is scheduled to review its Q4 and 2012 results on a conference call with analysts at 12 p.m. ET, when Clayton and Dish chairman Charlie Ergen will likely field questions about the company's wireless broadband plans and its bid to acquire Clearwire (Nasdaq: CLWR).

For more:
- see the earnings release

Special Report: Cable in the fourth quarter of 2012

Related articles:
Dish Network picks up 22,000 subscribers in Q4 2011
Voom deal makes Dish Network biggest holder of MVDDS broadband wireless spectrum
Dish Network trademarks 'Racecar' brand for wireless broadband Internet service

Source URL: http://www.fiercecable.com/story/dish-network-subscriber-growth-slows-14000-q4-2012/2013-02-20

EXHIBIT 9

FierceCable

Published on FierceCable (http://www.fiercecable.com)

Dish fights slack subscriber growth with free iPads

May 16, 2013 | By Steve Donohue

After seeing subscriber growth slow in the first quarter, Dish Network (Nasdaq: DISH) said it will begin offering new customers who order its multiroom DVR a free iPad 2 next week.

Under the promotion, new subscribers who order the company's Hopper with Sling DVR and sign a two-year contract will be able to get a free iPad or receive discounts on programming packages, Dish said. The promotion runs from May 22 through Sept. 18.

News of the promotion came less than a week after Dish reported that it gained just 36,000 net video subscribers in the first quarter--a big drop from the 104,000 subscribers it signed in the first quarter of 2012.

Apple (Nasdaq: AAPL) sells the 16 GB iPad 2 for $399, and its new iPad with Retina Display costs $499 for the 16 GB version. While Dish will likely receive volume discounts by purchasing the iPad 2 in bulk, the promotion could result in an increase in its subscriber acquisition costs for the third quarter.

Several other pay TV distributors have run similar promotions involving consumer electronics giveaways for new subscribers in the last two years. In March, AT&T (NYSE: T) began offering new U-verse subscribers a free Xbox, Kindle Fire, Nexus 7 or Sonos Play 3 music player. Time Warner Cable (NYSE: TWC) ran a holiday promotion late last year with Best Buy in which it offered new triple-play subscribers who ordered service at Best Buy stores a free Xbox 360 gaming console. Frontier Communications (Nasdaq: FTR) ran a promotion last year in which it offered new subscribers $500 gift cards for the Apple Store.

For more:
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Time Warner Cable using Slingbox to market wideband service
Touting free iPads and MacBooks, Cox lures subscribers on Twitter, Facebook

Source URL: http://www.fiercecable.com/story/dish-fights-slack-subscriber-growth-free-ipads/2013-05-16

EXHIBIT 10

THE WALL STREET JOURNAL
WSJ.com

February 12, 2013, 10:38 AM ET

Dish Chairman Charlie Ergen's Big Picture for Wireless

By Shalini Ramachandran

Dish Network Chairman Charlie Ergen is still on the hunt for wireless spectrum. In a wide-ranging onstage interview at All Things D's Dive Into Media conference in Dana Point, Calif., on Monday night, Mr. Ergen stated flat out that he's not interested in selling his spectrum as long as he has a viable chance to start a wireless business.

Though the Federal Communications Commission "did us a favor" by approving Dish's satellite airwaves for use on a terrestrial network—and upping its value by billions of dollars—Mr. Ergen says "our intention was not to sell the spectrum."

He made clear that with his recent bid for Clearwire Corp., he is interested mainly in acquiring more wireless airwaves and buying a minority stake in the company to gear up for becoming a more viable competitor in the long run to AT&T Inc. and Verizon Communications Inc.'s wireless arm, both of which own a lot more spectrum than Dish. Mr. Ergen admitted that "the deck is stacked against us" in the Clearwire gambit — Sprint Nextel Corp. already owns half the company, and a tangle of contractual rights make it hard for Clearwire to do a deal with Dish. But Mr. Ergen reiterated that Dish's offer was "not illusory" and "better for shareholders than Sprint's."

(For past reference: Dish turned heads in the wireless industry with its recent offer to pay $2.2 billion for about a quarter of Clearwire's spectrum, as well as acquire at least a quarter of Clearwire's shares at $3.30 a pop—an 11% premium to the bid made late last year by Sprint.)

Mr. Ergen also gave a big-picture view of why he is so keen on getting into the wireless industry, so dominated by big incumbents. "First and foremost, we want to do video inside and outside the house" over the airwaves, he said. But since video, voice and data are transmitted as digital bits nowadays, it makes sense to engineer a network to sell all three of those things in a bundle, Mr. Ergen said. That is, of course, what the big cable operators already do over landline networks, which satellite operators don't have the ability to match as easily – hence Dish's move to start a cellular network that would replicate the bundled offering. Mr. Ergen reiterated that Dish was looking to work with a partner who has wireless towers and related infrastructure already, as well as spectrum. "Ideally, we'd compete against AT&T and Verizon, and to do that we need more spectrum."

Also in the interview, Mr. Ergen finally gave a clearer explanation at something that has puzzled observers: what he was aiming for with Dish's 2011 acquisition of video rental chain Blockbuster out of bankruptcy. He said the strategy all along was not so much to create a Netflix competitor as to use the video retailer's real estate for selling Dish's satellite TV service and its yet-to-be-launched wireless network. He said the delay in getting FCC approval for Dish's spectrum plans set back the Blockbuster idea (indeed, Blockbuster recently announced plans to close 300 more stores, and it's down to 500 physical stores from the 1,700 it was operating when Dish acquired it). "We didn't have enough guts to go there and try" the Netflix model, Mr. Ergen said, because Netflix already had the first-mover advantage. "I feel stupid that we didn't do [the Netflix model] first," he said, adding that what Netflix is doing with its new original series "House of Cards"—dumping the entire season of episodes at once online—is "brilliant."

Mr. Ergen referred to a problem that Dish Chief Executive Joe Clayton has also pointed out: the fact that pay TV providers aren't doing enough to get at the "cord never" generation of young people who have never paid for television. "There's a reason why tobacco companies" give out "cigarettes on campus," Mr. Ergen half-joked. "We've gotta be hooking people young!" (Dish is already taking some steps toward that: Mr. Clayton said last month that Dish wants to develop an Internet streaming offering of about two dozen channels, aimed at the 18-35 demographic).

The Dish chairman also talked about Dish's most controversial initiative, its "Auto Hop" feature on a new digital video recorder that makes it easier for viewers to avoid ads, although his comments largely repeated previous statements. His main rationale in releasing "Auto Hop," he said, was to force broadcasters to make more targeted advertising. "A single mom may not need that testosterone ad that runs time and time again; she may want something about fashion," he said. Mr. Ergen also clarified why the ad-skipping feature only works for broadcast and not cable channels: he said it's not technically possible with the way the satellite transmission for cable channels works to apply the same technology to those feeds.

As much as Mr. Ergen once again prophesied the death of pay TV as we know it, he didn't go so far as to say that Dish would be the first one to break that model—where customers pay upwards of $80 for a package of hundreds of channels. Mr. Ergen said that he doesn't see a traditional pay TV provider refusing to sign a long-term distribution deal with the "quintopoly" of big media companies anytime soon. "That takes real guts. More than likely nobody in the business will do that," he said. "More than likely we'll sow the seeds of our own destruction and Amazon or Netflix will do it before us."

But those who have faith in Mr. Ergen's wireless and pay TV bets to bring Dish forward may be dismayed by one detail the card-counting blackjack player let loose about his former days as a professional gambler: because blackjack got "boring" once you knew how to count cards, Mr. Ergen said he would often "win a thousand dollars" playing blackjack but then "go to the craps table and lose it in three minutes." Hopefully for Dish shareholders, that's not how his wireless bet goes down.

EXHIBIT 11

DENVER BUSINESS JOURNAL

From the Denver Business Journal
:http://www.bizjournals.com/denver/news/2012/03/12/dish-network-closes-on-dbsd-terrestar.html

Mar 12, 2012, 5:06pm MDT

Dish Network closes on DBSD, TerreStar buys

Staff *Denver Business Journal*

Dish Network Corp. said Monday it has closed on its $2.9 billion acquisitions of DBSD North America Inc. and TerreStar Networks Inc. and their valuable wireless spectrum.

Both acquisitions are part of an ongoing multibillion-dollar initiative by Charlie Ergen's Douglas County-based satellite-television company (Nasdaq: DISH) to build a wireless service offering voice, video and high-speed Internet, both at home and for mobile devices.

Overall, Dish has spent nearly $4 billion since 2007 gathering frequencies for future wireless video and data services.

The 40 megahertz of frequencies Dish acquired by buying TerreStar and DBSD out of bankruptcy is one of the largest unused swaths of spectrum suitable for broadband.

But Dish's hopes of realizing its wireless-broadband ambitions are on hold while the Federal Communications Commission weighs rewriting the rules for the company's satellite transmission frequencies. (DBJ subscribers: Access Greg Avery's report here.)

Dish had applied to the FCC on Sept. 15 for waivers that would let it use typical smartphones on its network. The FCC rejected the request, but its 12-page ruling signaled that the agency likes Dish's broadband ambitions.

"Dish looks forward to working with the FCC on its forthcoming Notice of Proposed Rulemaking (NPRM) and remains committed to using this spectrum to help the [Obama] administration and the FCC solve the nation's spectrum crunch," Monday's announcement said.

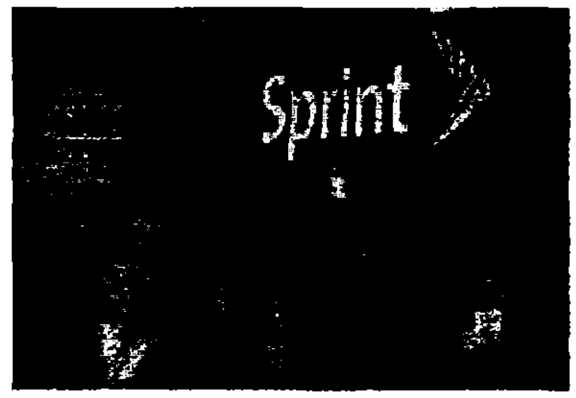
Compiled by the DBJ's Mark Harden, drawing on reporting by Greg Avery | denvernews@bizjournals.com.

EXHIBIT 12

» Print

Dish bows out of battle with Sprint over Clearwire

Wed, Jun 26 2013



By Liana B. Baker and Sinead Carew

(Reuters) - Dish Network Corp (DISH.O: Quote, Profile, Research, Stock Buzz) has bowed out of the battle for mobile service provider Clearwire Corp CLWR.O, marking the second major blow in less than a week against Dish chairman and founder Charlie Ergen and his plan to expand into wireless.

The decision, announced on Wednesday, officially put an end to a bidding war between Dish and Clearwire's majority owner Sprint Nextel Corp (S.N: Quote, Profile, Research, Stock Buzz), and raised questions about what options Ergen has left in as he tries to expand beyond satellite TV services into the U.S. wireless market.

Dish was driven out by Sprint's increased offer for Clearwire the week before. Sprint's offer of $5 per share trumped the $4.40 per share proposal from Dish and won the support of a key group of dissident Clearwire shareholders.

Analysts and investors have been questioning what kind of deal or partnership Ergen will look for next. Several analysts have said his best option could be to make a bid for No. 4 U.S. mobile provider T-Mobile US Inc (TMUS.N: Quote, Profile, Research, Stock Buzz), whose majority shareholder is Deutsche Telekom AG (DTEGn.DE: Quote, Profile, Research, Stock Buzz). Dish declined to comment on the prospects for a T-Mobile deal or on its future plans for wireless.

"It's an option," said a source familiar with the matter, referring to a T-Mobile US deal.

But the person, who asked not to be named, added that T-Mobile was not the only possible partner. The source noted that Ergen has always said he would pursue all of his options.

As recently as 2011, Deutsche Telekom tried to leave the U.S. market and some analysts saw the merger of T-Mobile USA with smaller U.S. company MetroPCS earlier this year as another possible step towards an ultimate exit.

Dish has already invested more than $3 billion to buy its own wireless airwaves, but it has no experience building wireless services or competing with large rivals such as Verizon Wireless (VZ.N: Quote, Profile, Research, Stock Buzz)(VOD.L: Quote, Profile, Research, Stock Buzz) and AT&T Inc (T.N: Quote, Profile, Research, Stock Buzz).

As a result Ergen has said in the past he would prefer not to enter the market alone and would favor a partnership with an established operator.

"I don't think they've given up on wireless. They need to have access to one of the wireless operators' subscriber base," Brean Capital analyst Todd Mitchell said referring to Dish.

Sprint and Dish had been battling since January over Clearwire's valuable wireless airwaves and vying to buy out minority shareholders.

On Friday last week, Dish also retreated from a larger battle to buy No. 3 U.S. mobile provider Sprint. Sprint shareholders voted on Tuesday in favor of a sweetened takeover offer from Japan's SoftBank's Corp (9984.T: Quote, Profile, Research, Stock Buzz).

Clearwire's minority shareholders will vote on the Sprint bid on July 8. Sprint had to raise its offer for Clearwire three times because of pressure from shareholders.

(Reporting by Liana B. Baker and Sinead Carew in New York; Editing by Gary Hill and Andre Grenon)

EXHIBIT 13

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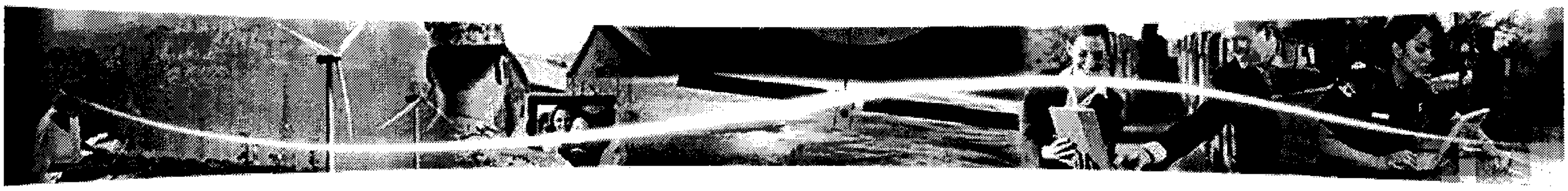

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Transforming the U.S. Wireless Industry

LightSquared is building a state-of-the-art open wireless broadband network. This open network will unleash the full power of the mobile Internet, driving innovation in devices, applications, and services. **LightSquared** will offer network capacity on a wholesale-only basis to a variety of business partners.

Future-Ready Infrastructure

LightSquared will deploy an open wireless broadband network using a technology called Long Term Evolution (LTE), the most widely adopted 4G standard in the world. Its LTE network will be combined with one of the largest commercial satellites ever launched, to provide coverage of the entire United States. This integrated LTE-satellite network is a world first.

Wholesale-Only Business Model

LightSquared will complement all existing and emerging players in the wireless market by operating on a wholesale basis exclusively, thereby avoiding any conflict of interest. This allows **LightSquared** to focus on developing individual, tailored, and cost-effective solutions for its business partners—**LightSquared** will be only as successful as they are. In turn, end users can enjoy the benefits of innovation and increasing competition.

Truly Opening the Mobile Internet

Built from the ground up, the **LightSquared** network is designed to support present-day and emerging wireless devices without restrictions. Its open wireless ecosystem removes existing barriers to the development of innovative applications and services in the mobile Internet space.

Impact on Americans

LightSquared will build out its own nationwide wireless network of base stations. The deployment and management of the **LightSquared** network is anticipated to generate thousands of direct and indirect private sector jobs. As stated in the FCC's National Broadband Plan, "Broadband can and must serve as a foundation for long-term economic growth, ongoing investment, and enduring job creation." The **LightSquared** network will demonstrate the reality of that policy goal.

Its integrated LTE-satellite network will serve critical public sector needs such as emergency preparedness and seamless communications in times of crisis.

WHAT THE INDUSTRY EXPERTS ARE SAYING

"In a world of vertically integrated wireless carriers, LightSquared plans to revolutionize the mobile Internet with a horizontal model that offers customers a "wholesale-only" 4G long-term evolution (LTE) terrestrial network that is complemented with satellite."

Ticonderoga Securities, "Industry Update, Networking & IT Hardware," March 24, 2011

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LightSquared will revolutionize the way Americans connect with each other and with the world. **LightSquared** will offer people the value, freedom of movement, and excitement of connectivity, wherever they are in the United States. On the **LightSquared** network, Americans will be able to count on reliable wireless connections to strengthen bonds, share culture, educate and entertain themselves, and realize their dreams.

LightSquared fully supports the FCC's National Broadband Plan. Its goal is to bring broadband to all Americans.

EXHIBIT 14

Blog

The Spectrum Story

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By Martin Harriman, Former Executive Vice President of Ecosystem Development and Satellite Business

July 25, 2011

In less than two decades, spectrum – the airwaves we use for wireless communication – has come under unprecedented demand. In just the next four years, U.S. wireless data usage is expected to grow 4,000 percent. This country, like others around the world, just didn't anticipate that hundreds of millions of people would be walking around with smart phones, tablets and laptops, and that those devices would be used for cruising the Internet, checking stock prices or watching TV shows in the back of a cab.

With this explosion of wireless devices and ever expanding possibilities for utilizing them, it should be no surprise that this nation faces a spectrum crunch. While the Internet may seem boundless, the amount of spectrum for wireless services is finite. This means we need to do our best to use, and efficiently manage, every slice of this scarce resource.

So what is spectrum and why does it matter? Spectrum is – and will continue to be – the key building block for developing a competitive environment for wireless broadband. Consisting of bands of wireless frequencies, each possessing unique capabilities, spectrum has become extremely valuable real estate, and careful consideration must be made to how it is used. Our nation's spectrum is managed by two federal agencies, the National Telecommunications and Information Administration (NTIA) and the FCC. The FCC, in particular, is tasked with the role of handing out spectrum licenses and ensuring that licensees follow specific rules and conditions.

So how does LightSquared fit into this story?

At its core, LightSquared's business plan is based on an eight-year effort to reorganize spectrum in a section of airwaves referred to as the L-band. Until LightSquared came along, the L-band included numerous thin slices of airwaves that were scattered throughout the band in a way that effectively rendered them unusable in a terrestrial network. Working with other companies, LightSquared reorganized the L-band so that these thin slices were bundled together into blocks that were big enough to support a new nationwide wireless broadband service that can offer world class speeds even in the most remote regions of the U.S., regions currently limited to dial-up service– at best.

But building a new network in a crowded environment is always going to be a challenge. In LightSquared's case, it recently discovered that its initial launch plan would result in interference with commercial GPS devices. That's because the frequencies that GPS uses and LightSquared's frequencies are right next to each other on the L-band.

But let's be clear, the interference is not the result of LightSquared's signal bleeding in to the GPS frequencies. LightSquared has spent the last eight years investing in filters and other technologies to make sure its signals stayed within its assigned frequencies. In contrast, the commercial GPS industry never took steps to ensure that it kept to its own assigned frequencies. In fact, the problem with commercial GPS devices stems from their use of spectrum assigned to LightSquared. The commercial GPS industry is a little like a homeowner who builds his patio on a neighboring lot because he assumes nobody will ever move in

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and then gets upset when a construction crew shows up one morning and begins work on the new house next door.

Nevertheless, LightSquared believes it has come up with a solution that will immediately resolve disruption issues for 99.5 percent of all commercial GPS devices.

LightSquared's solution is simple to understand. Instead of using the slice of airwaves immediately neighboring GPS, it is moving to new frequencies which are farther away from GPS airwaves. This resolves the issue for the vast majority of commercial GPS devices and allows us to proceed with our plan to cover at least 260 million Americans with wireless broadband by 2015.

LightSquared is also making a firm commitment to work with the industry to resolve the issue for the remaining GPS devices, which are mostly involved in the construction and agriculture industries.

It's important to solve this issue for a variety of reasons. Of course, LightSquared wants to proceed with its business plan, but failing to work through a solvable problem with the GPS industry would rob this country of a huge new source of competition and innovation. In an increasingly global and competitive environment, the United States, which ranks 15th in the world when it comes to broadband, can't afford to waste such a precious resource.

LightSquared's launch would create a new competitor in an increasingly consolidated wireless market and introduce world class connectivity to parts of rural America that are still on the wrong side of the digital divide. It would also create 15,000 jobs over the next five years as the network is built and maintained. In fact, the introduction of a new wireless competitor would unleash $120 billion in economic benefits, according to a study by the Cambridge, Massachusetts-based Brattle Group.

The commercial GPS industry often portrays the current situation as a stark choice between GPS and LightSquared. That's simply not true. LightSquared has a path forward that ensures the future of GPS and also provides Americans with a new wireless competitor, one that delivers world-class broadband speeds, whether you live in an urban apartment, a suburban cul-de-sac or a rural farmhouse.

Visit our Public Policy page to learn more about our GPS solution.

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Martin Harriman is the former executive vice president of ecosystem development and satellite business.

EXHIBIT 15

THE WALL STREET JOURNAL
WSJ.com

MEDIA & MARKETING | Updated July 26, 2013, 12:34 p.m. ET

Dish's Ergen Would Personally Profit From Dish Bid for LightSquared

Company Created Special Committee to Review Offer Given Chairman's Debt Holdings

By MIKE SPECTOR, EMILY GLAZER and SHALINI RAMACHANDRAN CONNECT

Dish Network Corp. Chairman Charlie Ergen stands to make hundreds of millions of dollars in profits personally if Dish's bid for wireless telecommunications firm LightSquared Inc. succeeds, court records and people familiar with the situation say.

Prensa Internacional/Zuma Press

Dish Chairman Charlie Ergen

The satellite television mogul over the past year took on a role in LightSquared's bankruptcy case usually reserved for Wall Street investment firms: distressed-debt investor. Mr. Ergen, through an entity called SP Special Opportunities LLC, purchased LightSquared bank debt at a discount and now stands to profit handsomely if Dish succeeds in buying the company, according to people familiar with his purchases. SP Special Opportunities is wholly-owned by Mr. Ergen, according to court records.

Dish's $2.2 billion bid for LightSquared would repay lenders owed roughly $1.7 billion fully with interest. Mr. Ergen eventually accumulated LightSquared debt worth more than $1 billion, but paid well below face value when making the trades over the past 15 months or so, according to court records and some of the people familiar with the matter. The prices Mr. Ergen's trading vehicle paid haven't been publicly disclosed, but some people close to the matter said some were around 50 or 60 cents on the dollar, with other purchases made for higher prices, setting him up for hundreds of millions of dollars in profits.

Sound Point Capital Management LP, a hedge-fund firm run by a former banker with ties to Mr. Ergen, made the trades on behalf of Mr. Ergen's SP Special

Opportunities, some of the people said.

Mr. Ergen is Dish's controlling shareholder with a majority stake worth more than $10 billion.

The circumstances surrounding Mr. Ergen's trades prompted Dish to form a special committee of the company's board earlier this year to mull whether to make a bid for LightSquared, according to a regulatory filing and people close to the company. The special committee comprised independent directors and excluded Mr. Ergen, one of these people said.

Dish's special board committee spent months evaluating a possible bid to ensure the offer would be an arm's length transaction given Mr. Ergen's positions in LightSquared debt, this person said.

Dish's special committee reviewed the company's decision to submit a reorganization plan for LightSquared alongside other lenders that centered on Dish's bid for LightSquared, and Dish's full board then approved it, according to a Tuesday regulatory filing. During that vetting process, the special committee also received a "fairness opinion" from a financial advisory firm, the filing said.

A so-called plan support agreement filed in LightSquared's bankruptcy case prevents Mr. Ergen's vehicle from influencing any auction that kicks off with Dish's bid, this person said.

Dish's bid, being made through a subsidiary, could be topped, in which case another suitor would end up repaying Mr. Ergen and other LightSquared lenders. Whatever the outcome, the debt is trading at levels that suggest anyone bidding for LightSquared will have to pay more than the debt's total face value.

The trades by Mr. Ergen have been controversial on another front. LightSquared's loan agreement forbids certain competitors, including Dish, from purchasing LightSquared debt.

Mr. Ergen's trades, through the SP Special Opportunities entity, prompted LightSquared's backer, Harbinger Capital Partners, earlier this month to accuse Mr. Ergen of "fraudulently" becoming a creditor to prevent LightSquared from reorganizing and to acquire the company's assets "on the cheap," according to bankruptcy-court records.

Lawyers for Mr. Ergen's SP Special Opportunities said in court papers that Harbinger's suggestion that the trades violated the loan agreement "is nothing more than an attempt to introduce uncertainty and confusion into otherwise straightforward facts and contractual language." For Mr. Ergen or his vehicle to be barred from buying LightSquared debt, one or both would need to be a subsidiary of Dish or another LightSquared competitor, which neither are, the lawyers wrote.

Dish's initial $2 billion bid for LightSquared, made in late May, went unanswered for some time. Eventually, some lenders this week proposed a bankruptcy reorganization plan largely based on Dish's bid, which increased to $2.2 billion. Mr. Ergen's SP Special Opportunities is part of that creditor group.

A group of LightSquared's lenders is working to get the company to hold discussions with Dish about its bid, one of the people said.

The group's reorganization proposal comes after LightSquared lost exclusive control over its Chapter 11 case and creditors were able to file rival restructuring plans for the company. LightSquared filed for bankruptcy protection in May 2012, after federal regulators determined the pockets of airwaves the company owned—called spectrum in telecommunications circles--interfered with global-positioning systems.

The company in mid-July proposed a schedule in the case that would culminate in a December court hearing on the rival restructuring proposals, but the lender group just a few days later on July 22 argued for a tighter timetable shortly before filing its Chapter 11 plan.

Write to Mike Spector at mike.spector@wsj.com, Emily Glazer at emily.glazer@wsj.com and Shalini Ramachandran at shalini.ramachandran@wsj.com

A version of this article appeared July 27, 2013, on page B1 in the U.S. edition of The Wall Street Journal, with the headline: Ergen's Side Bet Pays Big.

EXHIBIT 16

FCC bans LightSquared over GPS interference

CNNMoney

By David Goldman @CNNMoneyTech February 15, 2012: 2:14 PM ET

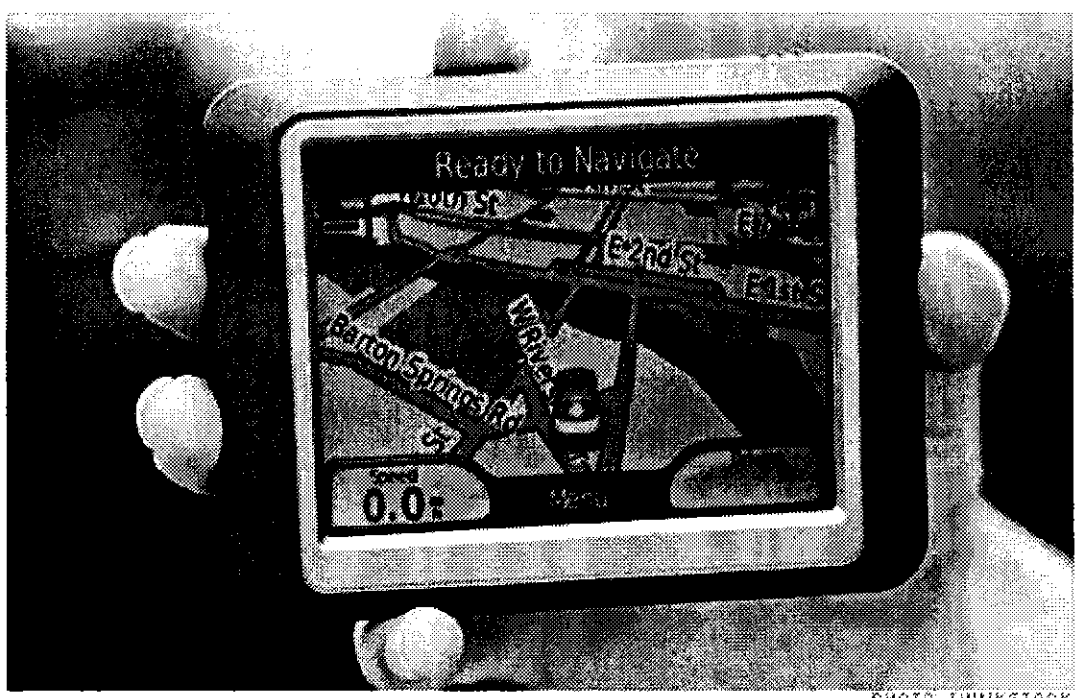

PHOTO: THINKSTOCK

A standoff with the GPS industry has become a major obstacle to LightSquared's plan to launch a fifth nationwide wireless carrier.

NEW YORK (CNNMoney) -- LightSquared's plan to become a fifth major nationwide wireless carrier hit a major snag this week, after government regulators said they would continue to bar the company from launching its network.

The National Telecommunications and Information Administration said late Tuesday that LightSquared's network could interfere with GPS signals, despite LightSquared's proposed engineering solutions. That interference has the potential to be extremely dangerous: In addition to powering consumer navigation devices, GPS is used by the military and the aviation industry to guide airplanes and missiles.

As a result of NTIA's decision, the Federal Communications Commission revoked a waiver that would have allowed LightSquared to turn on its network. The FCC on Wednesday plans to issue a public proposal that would bar

LightSquared from launching its service "indefinitely."

LightSquared wants to **sell wireless on a wholesale basis**, a move that would potentially add dozens of rivals to AT&T (**T**, **Fortune 500**), Verizon (**VZ**, **Fortune 500**), Sprint (**S**, **Fortune 500**) and T-Mobile to the mix. Since the company only plans to launch efficient, next-generation network technology, it believes that it can severely undercut the current national carriers' prices.

The wannabe wireless company, owned by Philip Falcone's Harbinger Capital Partners hedge fund, remains adamant that its technological solutions to the interference issues are valid and resolve the problem.

"The NTIA's recommendation relied on the flawed conclusions ... about LightSquared's potential impact on GPS," a company spokeswoman said Tuesday in a prepared statement. "LightSquared recognizes, however, that this is just one step in the process, and it remains committed to working toward a resolution."

The problem stems from the fact that LightSquared's spectrum -- the airwaves that are used to broadcast wireless signals -- is directly adjacent to the GPS industry's spectrum. As it turns out, the GPS companies have been jumping the fence for years, picking up signals transmitted through their neighbors' property. It had gone unnoticed, since LightSquared and its predecessors hadn't been using the spectrum until recently.

GPS giants Trimble Navigation (**TRMB**) and Garmin (**GRMN**) said in response that their systems were never intended to be immune from strong signals on nearby frequencies. They have a point: The spectrum LightSquared owns was originally licensed only for satellite services, not the much stronger terrestrial transmissions LightSquared wants to put there.

To do that, LightSquared needs FCC permission. The agency granted its conditional waiver last year. The FCC's technical staff expressed surprise when the issue later blew up into a major controversy with GPS device manufacturers.

But after experimenting with several potential solutions, the agency now says it sees no quick fix. And although the interference issues aren't LightSquared's fault, the FCC said its hands are tied.

"There is no practical way to mitigate potential interference at this time," said Tammy Sun, a spokeswoman for the FCC.

LightSquared has made many concessions in its attempt to gain regulatory approval, including limiting itself to broadcasting in just half of the spectrum band that it had licensed. In its view, regulators are coddling the GPS industry.

"GPS in America has become 'too big to fail,'" Jeff Carlisle, head of LightSquared's regulatory affairs, wrote in a **blog post** this week. "Like Wall Street, the manufacturers of GPS devices have spent years profiting off of vulnerable technology and are now seeking protection from the government instead of implementing the necessary reforms."

-CNN's Paul Courson in Washington contributed to this report. ■

First Published: February 15, 2012: 10:26 AM ET

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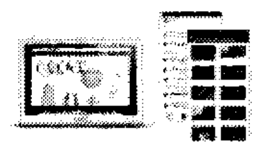

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EXHIBIT 17

LightSquared files for bankruptcy

CNNMoney

By David Goldman @CNNMoneyTech May 14, 2012: 6:14 PM ET

Harbinger Capital founder Philip Falcone will let LightSquared go into bankruptcy.

NEW YORK (CNNMoney) -- Unable to reach a deal with its lenders, upstart wireless carrier LightSquared filed for bankruptcy Monday.

The move has been widely expected, since the company's options for appeasing its creditors were running out. LightSquared's lenders claim that it has been in default on its debt since its $9 billion partnership with Sprint Nextel (S, **Fortune 500) dissolved in March.**

LightSquared's principal backer, hedge fund Harbinger Capital Management, had already twice staved off bankruptcy by receiving short-term waivers from its creditors. The last such deal, **struck two weeks ago**, was reached after Harbinger founder Philip Falcone agreed to leave LightSquared's board in the near future.

But the lenders continued trying to wrestle control of the company away from Falcone and Harbinger, and an agreement that would have granted another waiver extension could not be reached before a Monday deadline.

"Today's filing was not an option the company embraced quickly or easily, but it was necessary to protect LightSquared against creditors who were looking for a quick profit, as opposed to our goal to create long-term market competition," said Falcone in a prepared statement.

The Chapter 11 bankruptcy protection documents were filed in New York's Southern District Court in New York.

Related story: The wireless industry's biggest gamble is failing

LightSquared's prospects for becoming a national carrier hit a major setback in February, when **U.S. regulators barred the company** from turning on its network, citing interference concerns with GPS devices. A month later, Sprint terminated its agreement with the company. The deal would have provided LightSquared with 4G infrastructure in return for $9 billion cash and the delivery of additional network capacity for Sprint.

LightSquared's lenders viewed the cancelled deal as a material default on the terms of the company's debt. Harbinger vehemently disagreed; it viewed the Sprint deal as essentially worthless at the time it was dissolved.

LightSquared has more than $5 billion in funding: $2.9 billion from Harbinger and $2.3 from outside lenders and investors. The company had ambitions to become the country's fifth nationwide wireless carrier, going toe-to-toe with giants such as Verizon (**VZ, Fortune 500**) and AT&T (**T, Fortune 500**).

But those dreams began to unravel in February, when LightSquared failed to convince the Federal Communications Commission and the National Telecommunications and Information Administration that its network would not interfere with GPS signals. CEO Sanjiv Ahuja **stepped down** two weeks later.

LightSquared's investors have increased their pressure on Harbinger to sell the company's assets to another wireless carrier. Falcone believes LightSquared still has some options available to it, including swapping wireless spectrum with another company or government agency, which would sidestep the interference issues.

The company is sitting on a truckload of valuable wireless spectrum, and it continues its hopes of entering the wireless market as a wholesale provider of 4G service. Falcone said Monday that the bankruptcy filing provides the company "the additional runway it needs to resolve the regulatory issues."

Yet that goal now seems far out of reach -- a dismal end for one of the tech industry's **most ambitious and expensive gambles.** ■

First Published: May 14, 2012: 1:50 PM ET

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EXHIBIT 18

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FOX BUSINESS

LightSquared to proceed to trial over Ergen trades

By

Published July 10, 2013 | Reuters

NEW YORK – Bankrupt wireless communications firm Lightsquared Inc plans to go to trial with its lenders over whether Dish Network chairman Charles Ergen's acquisition of big chunks of its loan debt violated an agreement pertaining to how LightSquared can restructure.

The trial, announced on Wednesday by LightSquared and its lenders after the sides said they could not resolve the dispute consensually, escalates a battle between Ergen and Phil Falcone, head of LightSquared owner Harbinger Capital, over control of the company.

The dispute centers on a February agreement between LightSquared and an informal committee of some of its lenders governing certain aspects of LightSquared's restructuring. Key provisions of the deal have been kept private by the parties.

According to court papers filed in the U.S. Bankruptcy Court in Manhattan, the deal hinged on the lender committee being LightSquared's largest creditor constituency, which ceased to be the case once Ergen began buying up large chunks of the debt, thus voiding the deal, LightSquared has argued.

Ergen has countered that no breach occurred because he eventually joined the committee.

A trial on the issue is tentatively set for August after sides could not resolve the matter consensually, the parties said on Wednesday in the Manhattan bankruptcy court.

Because portions of the deal are redacted, it is unclear exactly how a potential breach would affect LightSquared's bankruptcy. One effect it would have, according to the terms of the deal, would be to allow LightSquared to raise additional financing at its operating company that could rank ahead of claims held by Ergen.

LightSquared is already in the process of trying to raise financing that would allow it to exit bankruptcy on its own, but an Ergen-controlled vehicle has offered $2 billion in cash to buy its assets.

Falcone and Ergen each covet the valuable wireless spectrum owned by LightSquared.

According to court filings, Ergen began buying LightSquared operating company loans in April 2012 at close to 50 cents on the dollar, a month before the company filed for bankruptcy, and held $356 million of loans at the end of last year.

Since the beginning of this year, Ergen has acquired another $657 million of loans, making him the largest single lender to the company. A number of the loan trades took several months to settle, leading to uncertainty over how much of the loans the original lending group actually held over the last several months.

According to Reuters' calculations based on the market value of the loans, Ergen's loan investments have so far cost $858 million.

The February agreement gives LightSquared the exclusive right to propose a bankruptcy exit plan through July 15, after which creditors like Ergen can begin pushing competing plans. In that scenario, Ergen's $2 billion sale offer would not necessarily need Falcone's cooperation if it had the backing of a majority of other creditors.

Even during its exclusivity period, LightSquared must achieve at least some cooperation with creditors, because any plan put forth by LightSquared would either need to be backed by the majority of its lenders or fully repay those lenders.

So far, the relationship has been lukewarm, as both sides have levied attacks in court papers and tension has built. Ergen's purchase offer, now weeks old, remains on the table, while LightSquared continues to work with Jefferies in hopes of raising financing for an independent exit.

(Reporting by Billy Cheung; Writing by Nick Brown; editing by Andrew Hay)

URL

http://www.foxbusiness.com/news/2013/07/10/lightsquared-to-proceed-to-trial-over-ergen-trades/

EXHIBIT 19

Lightsquared Loan Prices

Source: Bloomberg

for explanation.

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100.500 01/02/2013

76.399

43.250 01/10/2012

04/01/12 to 04/30/13

Date	Price	Yield	Date	Price	Yield	Date	Price	Yield
[illegible]	53.500	26.741						
[illegible]	52.000	27.954						
[illegible]	50.500	29.138						
[illegible]	48.750	30.649						
[illegible]	48.500	30.840						
[illegible]	48.750	30.580						
[illegible]	45.500	33.573						
[illegible]	46.500	32.506						
[illegible]	43.250	35.650						
[illegible]	46.500	32.432						
[illegible]	46.750	32.198						
[illegible]	47.000	31.929						
[illegible]	46.750	32.126						
[illegible]	46.750	32.017						
[illegible]	46.750	31.981						

2

for explanation.

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From 04/01/13 to 04/30/13

100.500 01/02/2013

76.399

43.250 04/10/2012

Date	Price	Yield	Date	Price	Yield	Date	Price	Yield
[illegible]			[illegible]	66.750	18.025	[illegible]	69.500	15.839
[illegible]	67.000	18.287	[illegible]	66.500	18.173	[illegible]	58.000	23.762
[illegible]	67.000	18.221	[illegible]	67.500	17.442	[illegible]	71.000	14.832
[illegible]	67.000	18.199	[illegible]	66.500	18.088	[illegible]	69.500	15.740
[illegible]			[illegible]			[illegible]	69.000	16.035
[illegible]	67.000	18.156	[illegible]	66.500	18.067	[illegible]	59.000	22.846
[illegible]	66.000	18.821	[illegible]	67.500	17.382	[illegible]	44.000	35.913
[illegible]	64.000	20.157	[illegible]	66.500	18.025	[illegible]	59.000	22.742
[illegible]	64.250	19.955	[illegible]	67.500	17.301	[illegible]	58.500	23.088
[illegible]	64.000	20.109	[illegible]	67.500	17.281	[illegible]	44.000	35.704
[illegible]	64.000	20.085	[illegible]	66.500	17.921	[illegible]	55.000	25.738
[illegible]	64.000	20.061	[illegible]	67.500	17.242	[illegible]	55.500	25.312
[illegible]	64.000	19.990	[illegible]	68.000	16.839	[illegible]	56.000	24.833
[illegible]	64.000	19.966	[illegible]	66.500	17.798	[illegible]	55.000	25.592
[illegible]	67.000	17.879	[illegible]	66.500	17.777	[illegible]	56.000	24.777

3

for explanation.

04/01/12 [illegible] 04/30/13

[illegible] 100.500 [illegible] 01/02/2013

[illegible] 76.399

[illegible] 43.250 [illegible] 04/10/2012

Date	Price	Yield	Date	Price	Yield	Date	Price	Yield
[illegible]			[illegible]	68.000	18.600	[illegible]		
[illegible]	68.000	19.111	[illegible]	69.500	17.519	[illegible]	68.500	17.749
[illegible]	68.000	19.011	[illegible]	68.000	18.506	[illegible]	68.000	18.028
[illegible]	68.000	18.987	[illegible]	69.000	17.778	[illegible]	67.500	18.352
[illegible]			[illegible]	69.500	17.409	[illegible]	68.500	17.640
[illegible]	68.000	18.937	[illegible]			[illegible]		
[illegible]	68.750	18.371	[illegible]	69.000	17.712	[illegible]		
[illegible]	68.000	18.840	[illegible]			[illegible]		
[illegible]			[illegible]	70.000	16.937	[illegible]	68.500	17.533
[illegible]			[illegible]	69.000	17.601	[illegible]	68.500	17.511
[illegible]	68.500	18.408	[illegible]	70.000	16.894	[illegible]	68.500	17.490
[illegible]	68.000	18.743	[illegible]			[illegible]	68.000	17.809
[illegible]	68.500	18.314	[illegible]	68.750	17.664	[illegible]	68.000	17.787
[illegible]	68.750	18.113	[illegible]	68.750	17.642	[illegible]	67.500	18.064
[illegible]	69.000	17.914	[illegible]	68.750	17.620	[illegible]	67.750	17.872

4

for explanation.

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04/01/12	04/30/13	100.500		01/02/2013
		76.399		
		43.250		04/10/2012

Date	Price	Yield	Date	Price	Yield	Date	Price	Yield
[illegible]	70.000	19.274	[illegible]	70.000	18.725	[illegible]	68.500	19.275
[illegible]	83.500	9.754	10/31	74.500	15.428	[illegible]		
[illegible]	84.500	9.084	[illegible]	73.500	16.115	[illegible]		
[illegible]			[illegible]	71.500	17.492	[illegible]	69.000	18.774
[illegible]	84.500	9.059	[illegible]	69.500	18.955	[illegible]	68.500	19.120
[illegible]	70.000	19.082	[illegible]	69.250	19.118	[illegible]		
[illegible]	84.500	9.034	[illegible]			[illegible]	68.500	19.069
[illegible]	84.500	8.996	[illegible]			[illegible]	68.500	18.993
[illegible]	84.500	8.984	[illegible]	68.500	19.528	[illegible]	68.750	18.784
[illegible]	85.000	8.664	[illegible]	68.500	19.501	[illegible]		
[illegible]	70.000	18.893	[illegible]			[illegible]	68.500	18.943
[illegible]	85.000	8.640	[illegible]	68.000	19.812	[illegible]	69.500	18.183
[illegible]	82.500	10.154	[illegible]	68.500	19.353	[illegible]	69.500	18.164
[illegible]	78.500	12.729	[illegible]	68.000	19.705	[illegible]	68.500	18.819
10/05			[illegible]			08/27		

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for explanation.

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	100.500	01/02/2013
Range 04/01/12 to 04/30/13	76.399	
	43.250	04/10/2012

Date	Price	Yield	Date	Price	Yield	Date	Price	Yield
[illegible]			[illegible]			[illegible]	81.500	11.416
[illegible]	88.500	7.323	[illegible]			11/15		
[illegible]			[illegible]			11/14		
[illegible]			[illegible]			11/13	82.500	10.665
[illegible]	88.500	7.278	[illegible]	81.500	11.653	[illegible]		
[illegible]			[illegible]			[illegible]	81.500	11.301
[illegible]	88.500	7.250	[illegible]	85.000	9.260	[illegible]	81.500	11.284
[illegible]			[illegible]	81.500	11.567	[illegible]	81.500	11.268
[illegible]	84.500	9.851	[illegible]	81.500	11.550	[illegible]	81.500	11.220
[illegible]	84.500	9.836	[illegible]	81.500	11.533	[illegible]		
[illegible]			[illegible]			[illegible]	84.500	9.237
12/13			[illegible]			[illegible]	84.250	9.384
12/12			[illegible]			[illegible]	83.500	9.809
12/13	84.500	9.733	[illegible]	85.000	9.126	[illegible]		
[illegible]			[illegible]	81.500	11.432	10/29	70.000	19.302

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for explanation.

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Range 04/01/12 to 04/30/13

100.500		01/02/2013
76.399		
43.250		04/10/2012

Date	Price	Yield	Date	Price	Yield	Date	Price	Yield
[illegible]	92.500	5.252	[illegible]	92.500	5.083	[illegible]		
[illegible]	92.500	5.243	[illegible]	92.500	5.075	[illegible]		
[illegible]	92.500	5.217	[illegible]	92.500	5.043	[illegible]		
[illegible]	92.500	5.209	[illegible]			[illegible]	91.000	5.854
[illegible]	92.500	5.200	[illegible]			M 01/14	90.000	6.503
[illegible]	92.500	5.19?	F 02/01	91.500	5.686	01/11	91.000	5.836
[illegible]			[illegible]	91.500	5.677	[illegible]	90.000	6.483
[illegible]	92.500	5.158	[illegible]	91.500	5.650	[illegible]	100.500	.019
[illegible]			[illegible]	91.500	5.641	[illegible]	89.500	6.762
[illegible]			[illegible]	91.500	5.632	M 01/07	88.000	7.748
[illegible]			[illegible]	92.500	4.964	[illegible]	89.500	6.741
[illegible]			[illegible]	91.500	5.614	[illegible]	100.500	-.017
[illegible]			[illegible]	91.750	5.423	[illegible]	100.500	-.015
[illegible]			[illegible]	93.000	4.602	[illegible]		
[illegible]	93.000	4.756	[illegible]			M 12/31	88.000	7.676

for explanation.

Page 1/7 HP

Range 04/01/12 to 04/30/13

[illegible]	100.500	01/02/2013
[illegible]	76.399	
[illegible]	43.250	04/10/2012

Date	Price	Yield	Date	Price	Yield	Date	Price	Yield
[illegible]			[illegible]	100.250	.097	[illegible]	94.000	4.379
[illegible]			[illegible]	91.500	6.397	[illegible]	94.000	4.369
[illegible]			[illegible]	97.500	1.996	[illegible]	94.000	4.367
[illegible]	97.500	2.063	[illegible]	97.500	1.993	[illegible]		
[illegible]	97.500	2.060	[illegible]	100.250	.099	[illegible]	94.000	4.325
04/26	97.500	2.056	[illegible]	95.250	3.577	[illegible]	94.000	4.318
[illegible]	97.500	2.053	[illegible]	91.500	6.317	[illegible]	94.000	4.311
[illegible]			[illegible]	100.250	.101	[illegible]		
[illegible]	97.500	2.039	[illegible]	94.000	4.440	[illegible]	94.000	4.282
[illegible]	97.500	2.036	[illegible]	100.000	.269	[illegible]	94.000	4.275
04/19	97.500	2.032	[illegible]			[illegible]		
[illegible]	97.500	2.029	03/28	91.500	6.249	[illegible]	94.000	4.261
[illegible]	97.500	2.019	[illegible]	94.000	4.417	[illegible]	94.000	4.240
[illegible]	91.500	6.432	[illegible]	94.000	4.394	[illegible]	94.000	4.233
[illegible]			03/28	94.000	4.387	03/04	92.500	5.261

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EXHIBIT 20

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*	)	Case No. 12-12080 (SCC)
Debtors.[1]	)	Jointly Administered

JOINDER OF SP SPECIAL OPPORTUNITIES, LLC TO THE AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS' (I) REPLY IN FURTHER SUPPORT OF THE EMERGENCY MOTION OF THE AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS TO ENFORCE THIS COURT'S ORDER PURSUANT TO 11 U.S.C. § 1121(d) FURTHER EXTENDING LIGHTSQUARED'S EXCLUSIVE PERIODS TO FILE A PLAN OF REORGANIZATION AND TO SOLICIT ACCEPTANCES THEREOF, AND (II) OBJECTION TO LIGHTSQUARED'S CROSS-MOTION FOR ENTRY OF ORDER PURSUANT TO 11 U.S.C. § 105(a) RELIEVING LIGHTSQUARED OF CERTAIN OBLIGATIONS THEREUNDER, AND THE JOINDERS THERETO

SP Special Opportunities, LLC ("**SPSO**") hereby submits this joinder (the "**Joinder**") to the Ad Hoc Secured Group's[2] (i) reply in further support of its emergency motion

[1] The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), LightSquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629) and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

to enforce this Court's order, dated February 13, 2013 [Docket No. 522] (the "**Emergency Motion**"), extending the Debtors' exclusive plan filing and solicitation periods under section 1121(d) of the Bankruptcy Code pursuant to the terms of the Exclusivity Stipulation and (ii) objection to the Debtors' cross-motion [Docket No. 705] (the "**Cross Motion**") seeking relief from certain terms of the Exclusivity Stipulation (collectively, (i) and (ii), the "**Ad Hoc Secured Group Reply and Objection**"), and the joinders to the Cross Motion filed by Harbinger Capital Partners LLC [Docket Nos. 706 and 716][3] ("**Harbinger**") and U.S. Bank National Association and Mast Capital Management, LLC [Docket No. 707]. In support of the Joinder, SPSO relies upon and incorporates by reference the *Stipulation by SP Special Opportunities, LLC in Aid of Discovery in Connection with Emergency Motion of the Ad Hoc Secured Group of LightSquared LP Lenders to Enforce this Court's Order Pursuant to 11 U.S.C. § 1121(d) Further Extending LightSquared's Exclusive Periods to File a Plan of Reorganization and to Solicit Acceptances Thereof* (the "**SPSO Stipulation**"), which is attached hereto as **Exhibit A**. In further support of the Joinder, SPSO respectfully states as follows:

JOINDER

A. The Terms of the Exclusivity Stipulation Are Clear and Should Be Enforced.

1. The pertinent facts relied upon by the Debtors in the Cross Motion (and joinders thereto) are not in dispute. Charles Ergen, who indirectly owns 100% of the equity interests in SPSO, currently the largest holder of Prepetition LP Obligations, also owns 100% of the equity interests in L-Band Acquisition, LLC ("**LBAC**"), the entity that has submitted a

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[2] Capitalized terms used but not defined herein have the meanings assigned to them in the *Stipulation Between Parties in Interest Regarding Entry of Order Pursuant to 11 U.S.C. § 1121(d) Further Extending LightSquared's Exclusive Periods to File a Plan of Reorganization and Solicit Acceptances Thereof* [Docket No. 522] (the "Exclusivity Stipulation").

[3] Docket No. 716 is hereinafter referred to as the "Harbinger Joinder."

largely unconditional[4] $2 billion, all-cash bid for substantially all of the assets of LightSquared LP and its subsidiaries. Mr. Ergen is also the Executive Chairman and Chairman of the Board of DISH Network Corporation ("**DISH**") and EchoStar Corporation ("**EchoStar**"). See SPSO Stipulation, ¶ 3; Cross Motion, ¶ 8. SPSO acquired its Prepetition LP Obligations over time, beginning in April 2012, through a series of trades, which closed during periods ranging from 27 to 180 days after the trade dates. See Stipulation, ¶¶ 14-15; Cross Motion, 36-37. SPSO joined the Ad Hoc Secured Group on June 13, 2013, one day prior to the closing of the trade that would make SPSO the largest holder of Prepetition LP Obligations. SPSO joined the Ad Hoc Secured Group solely to prevent a termination of LightSquared LP's obligations under paragraphs 6-11 and 14 of the Exclusivity Stipulation. See SPSO Stipulation, ¶ 10, 12, 15; Cross Motion, ¶ 38.

2. Prior to April 2013, neither SPSO nor Mr. Ergen were involved in these cases. They were never involved in the negotiation or drafting of the Exclusivity Stipulation, dated February 13, 2013. According to the record, the Debtors and the Ad Hoc Secured Group had a highly contested dispute regarding the Debtors' exclusive periods, which was resolved through a settlement embodied in the Exclusivity Stipulation. Some aspects of the settlement are public. Some are not. Neither SPSO nor Mr. Ergen have had access to the non-public aspects of the record.

3. Although far more pressing matters face this estate, the narrow issue before the Court today is whether, as a result of SPSO's acquisition of Prepetition LP Obligations, "an entity or person . . . held more of the Prepetition LP Obligations than did the Ad Hoc Secured Group" as reflected on the Prepetition LP Agent's registry, such that the

---

[4] Payment of the $2 billion is not conditioned on Federal Communications Commission ("**FCC**") and Industry Canada approvals of the proposed transaction. See SPSO Stipulation, ¶¶ 1, 2, and 7; Cross Motion, ¶ 34.

termination provisions of paragraph 15 of the Exclusivity Stipulation were triggered. See Exclusivity Stipulation, ¶ 15. No entity or person does (or could) hold more Prepetition LP Obligations than the Ad Hoc Secured Group. The Ad Hoc Secured Group collectively holds $1,324,318,559.08 in aggregate principal amount of Prepetition LP Obligations (of $1,700,571,100.00 outstanding). See *Fifth Supplemental Verified Statement of White & Case LLP Pursuant to Bankruptcy Rule 2019* [Docket No. 690]. As paragraph 15 is clear and unambiguous with respect to the conditions that would trigger termination of LightSquared LP's obligations under the Exclusivity Stipulation, no extrinsic evidence should be admissible. W.W.W. Assocs., Inc. v. Giancontieri, 77 N.Y.2d 157, 163 (1990) ("It is well settled that 'extrinsic evidence and parol evidence is not admissible to create an ambiguity in a written agreement which is complete and clear and unambiguous upon its face'") (citation omitted). The Debtors no longer like the settlement they struck with the Ad Hoc Secured Group. That, however, is not a basis to rewrite a settlement.

4. Yet the Debtors and Harbinger press forward with the Cross Motion, distracting attention from the narrow legal issue that controls this dispute and leading the Debtors' cases down a side path of costly, time-consuming discovery and litigation. Their efforts to achieve a *de facto* extension of exclusivity should be rejected. More than a year into these bankruptcy cases, [redacted] stakeholders of LightSquared LP remain unpaid and interest continues to accrue on the Prepetition LP Obligations, to the detriment of junior LightSquared LP stakeholders.

B. The Debtors' Allegations of Wrongdoing By SPSO and Mr. Ergen Are Meritless.

5. Recognizing that the unambiguous terms of the Exclusivity Stipulation require that the protections bargained for by the Ad Hoc Secured Group stay in force, the

Debtors and Harbinger seek improperly to evade their obligations under that contract on equitable grounds. The Cross Motion concocts a narrative in which SPSO's decision to join the Ad Hoc Secured Group, and acquisitions of Prepetition LP Obligations, were tainted by SPSO's and Mr. Ergen's alleged surreptitious activities and nefarious motives. This narrative is based on a distortion of the facts.[5]

(i) *SPSO and Mr. Ergen Have Never Attempted to Disrupt the Debtors' Plan Negotiations*

6. The notion that Mr. Ergen and SPSO have engaged in a course of conduct designed to manipulate or disrupt the Debtors' exclusivity and plan negotiations is inconsistent with the chronology of relevant events. Until April 2013, approximately one year after SPSO began acquiring Prepetition LP Obligations, SPSO had no counsel or other restructuring advisors in connection with the Debtors' cases, and was not involved in the cases. See SPSO Stipulation, ¶ 9. Neither SPSO nor Mr. Ergen participated in the negotiations surrounding entry into the Exclusivity Stipulation in February 2013. Id. at ¶ 8. To this day, neither Mr. Ergen nor SPSO has any knowledge of the contents of the confidential paragraphs 7 and 8 of the Exclusivity Stipulation; moreover, SPSO's counsel was not provided with an unredacted copy of the Exclusivity Stipulation (including the confidential paragraphs) until May 31, 2013. Id. at ¶ 11. SPSO did not appear in the Debtors' bankruptcy cases until May 28, 2013 [Docket No. 641].

7. SPSO's involvement in these cases began after it retained counsel in April 2013, months after the Exclusivity Stipulation was executed. At that time, SPSO was informed that certain protections for the holders of Prepetition LP Obligations contained in that stipulation

[5] The Harbinger Joinder includes a number of personal attacks on Mr. Ergen and factually inaccurate discussions of prior bankruptcy matters in which Mr. Ergen, DISH or EchoStar have been involved. These aspects of the Harbinger Joinder do not warrant any response, other than to note the irony of Harbinger criticizing any party's trading, conduct or prior involvement in transactions in the mobile satellite service industry.

would be lost if it did not join the Ad Hoc Secured Group. Importantly, these protections included not only the confidential provisions [redacted] (which SPSO has never been informed about), but also paragraph 14 of the Exclusivity Stipulation. Paragraph 14, which prohibits LightSquared LP from seeking debtor in possession financing that primes the Prepetition LP Obligations, was in and of itself a reason for SPSO, as a large holder of Prepetition LP Obligations, to seek to preserve the Debtors' obligations under the Exclusivity Stipulation. Consequently, SPSO determined that it should not allow its acquisitions of Prepetition LP Obligations to cause the termination of the relevant protections of the Exclusivity Stipulation (some known, and some unknown). It therefore joined the Ad Hoc Secured Group. SPSO's decision was not only commercially reasonable, it was permitted by the Exclusivity Stipulation. SPSO's decision was disclosed to the Court, the Debtors and their key constituents prior to its joining the Ad Hoc Secured Group.

8. The suggestion that SPSO, through its acquisition of Prepetition LP Obligations, deliberately disrupted the Debtors' plan negotiations with the Ad Hoc Secured Group is implausible and ignores market reality. Neither SPSO nor other debtholders had any obligation to "freeze" their holdings by virtue of the Exclusivity Stipulation. Moreover, SPSO had no control over whether any existing LightSquared LP stakeholder sold or did not sell its holdings. Indeed, the fact that certain former holders of Prepetition LP Obligations decided to sell their positions is telling with respect to the outlook for the plan negotiations that Harbinger and the Debtors allege have been derailed.

(ii) *SPSO's Affiliation with Mr. Ergen and LBAC Does Not Constitute Cause to Allow the Debtors to Evade Their Obligations Under the Exclusivity Stipulation*

9. Mr. Ergen wears multiple hats in the Debtors' cases. He is the owner of SPSO, the Debtors' single largest secured creditor, and of LBAC, a prospective acquirer of the

LightSquared LP assets. Mr. Ergen has been plain about those facts in relevant filings pursuant to Bankruptcy Rule 2019 and in LBAC's bid letter to the Debtors.[6] Contrary to Harbinger's assertions, see Harbinger Joinder, ¶ 34, it is never an act of "bad faith" to offer cash for the assets of a debtor in possession, whether the offer is solicited or unsolicited. LBAC's alleged "bad faith" offer is intended to serve as a stalking horse bid. It is an opportunity to test the contention of Harbinger and the Debtors that the value of the LightSquared LP assets is higher than is reflected in LBAC's bid. Harbinger would, of course, be able to participate in that process and submit a higher and better bid for LightSquared LP's assets.[7]

10. The Debtors' and Harbinger's attempt to characterize receipt of the LBAC bid as a negative event would be puzzling if LightSquared were governed by a typical, non-conflicted fiduciary. In this case, however, it is not. Were a non-conflicted fiduciary in charge of the LP estates, litigation and protracted negotiations would not have been required to induce the LP Debtors to maximize the value of its estates for the benefit of their stakeholders.

11. [redacted] Notwithstanding SPSO's nominal status as a member of the Ad Hoc Secured Group, SPSO has not sought or received (and will not seek or receive) any information from the Ad Hoc Secured Group regarding the Debtors or their restructuring plan, regulatory process or negotiations. LBAC does, however, expect the Debtors to (a) provide diligence materials to LBAC in its capacity as a *bona fide* bidder for LightSquared

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6 The term sheet provided by LBAC to the Debtors on May 15, 2013, communicating the terms of the LBAC bid, expressly provided that LBAC was "to be owned by one or more of Charles Ergen, affiliated companies and/or other third parties." Thus, notwithstanding the Debtors' apparent surprise, it has always been contemplated that EchoStar and/or DISH could elect to participate in LBAC's bid.

7 [redacted]

LP's assets (subject to execution of an appropriate confidentiality agreement, which has yet to be provided), and (b) negotiate LBAC's bid in good faith. To date, the Debtors have done neither.

(iii) *SPSO's Trading Activity Has Been Proper*

12. The Debtors' and Harbinger's contention that SPSO's acquisitions of Prepetition LP Obligations were made "surreptitiously" with the intent to "game" the Exclusivity Stipulation again ignores legal and commercial realities. Prior to joining the Ad Hoc Secured Group, SPSO had no obligation to disclose its trades or to participate in the Debtors' bankruptcy cases in any way. After joining the Ad Hoc Secured Group, SPSO was required to (and did) disclose its positions pursuant to Bankruptcy Rule 2019. See *Third, Fourth and Fifth Supplemental Verified Statement[s] of White & Case LLP Pursuant to Bankruptcy Rule 2019* [Docket Nos. 672, 683 and 690] (collectively, the "**2019 Statements**"). After being retained, moreover, SPSO's counsel provided the Court and the parties with additional disclosure.

13. Even prior to the filing of the 2019 Statements, it was apparent from correspondence between the Debtors and SPSO that the Debtors had been tracking SPSO's (and potentially every other party's) trading activity for some time and had detailed information regarding SPSO's trades, through the Prepetition LP Agent's "ClearPar" system, see Cross Motion, ¶ 36, n.18, or otherwise. Yet, not once did a representative of the Debtors or Harbinger object to the closing any SPSO acquisition of Prepetition LP Obligations closing, even after SPSO had engaged counsel in April 2013 and formally appeared in these cases. To the contrary, representatives of the Debtors repeatedly asked counsel to SPSO when certain trades were scheduled to close (presumably in the hope of triggering the Debtors' termination rights under the Exclusivity Stipulation). For the Debtors and Harbinger to now argue that SPSO has engaged in an ongoing fraud that has resulted in substantial harm to the estates is belied by their

conduct over the course of the past few months. The Debtors sat on their hands and took no action to prevent any SPSO trade from closing or to seek preventive relief from this Court. If the Debtors and Harbinger truly believed that SPSO's trading activities were fraudulent and harmful, the Debtors' and Harbinger's failure to take any action for months after becoming aware of such activities is baffling, and requires explanation.

14. Like many investors in distressed debt, SPSO chose not to make its investments in the Debtors public knowledge in the absence of a legal obligation to do so. That is a market practice that is not fraudulent, surreptitious, misleading, or an "end run" around any contract. To hold otherwise would set a dangerous and commercially unreasonable precedent. Moreover, circumstances outside of SPSO's control dictated the timing and the terms of the Exclusivity Stipulation. While SPSO assumes there are legitimate reasons that certain provisions of the Exclusivity Stipulation were maintained confidentially, the Debtors cannot reasonably expect non-parties like SPSO to guess what that stipulation provides and be bound by provisions about which they know nothing. Moreover, the Debtors cannot reasonably expect that acts of compliance by SPSO and the Ad Hoc Group with the Stipulation will be deemed a forfeiture of the Debtors' obligations under the Stipulation. Yet those are the perverse precedents they would like the Court to set.

15. At bottom, the trading of claims against or interests in a debtor involves transactions between non-debtors. Where, as here, a trade does not violate any transfer restriction (see Section B(iv) below) or NOL trading order, such transactions are merely a fact of life for chapter 11 debtors. Nevertheless, the Debtors and Harbinger continue to allege, incorrectly, that SPSO has used the timing of closing of its trades of Prepetition LP Obligations as a weapon to harm the Debtors' estates and interfere with or manipulate the bargain embodied

in the Exclusivity Stipulation. This theory is simply not supported by the facts. First, there is no duty to the estates, law, rule or regulation that requires an investor to close a trade on any particular timetable. Second, in this case, the trades with the longest delays between inception and close were initiated months before the exclusivity dispute occurred. See SPSO Stipulation, Exhibit B. This fact alone belies the Debtors' theories of deliberate efforts to manipulate [redacted] That concept hadn't yet been conceived. In fact, as the Debtors and Harbinger have been tracking trades (including open trades with the use of the Prepetition LP Agent's "ClearPar" system, see Cross Motion, ¶ 36, n.18) since the Petition Date, the Debtors were aware of the existence of extensive open trades before they negotiated the terms of the Exclusivity Stipulation. Despite this, the Debtors agreed to use the registry of the Prepetition LP Agent to determine holdings in connection with the Exclusivity Stipulation.

16. The Debtors' and Harbinger's theory also ignores the economic realities that: (a) for the purchaser in any such transaction, there is ordinarily no incentive to close any earlier than the seller requires; and (b) the closing of trades can be delayed by circumstances beyond a party's control. Both parties become committed upon execution of the trade documentation. Thus, the purchaser has little reason to close a trade (and part with the purchase consideration) any earlier than it has to. Accordingly, as is common, the timing of closing of each of SPSO's acquisitions of Prepetition LP Obligations was primarily driven by the sellers of such claims.

17. The longest delays between inception and closing in SPSO's acquisitions of Prepetition LP Obligations related to trades in which Prepetition LP Obligations were only offered as a bundle with a Series A Preferred Units of LightSquared LP ("**LP Preferred**"), as discussed in paragraphs 31-33 of the Harbinger Joinder. These trades did not close because,

upon learning that SPSO was a prohibited transferee of LP Preferred under the governing documents of LightSquared LP, SPSO informed the relevant counterparties (through Jefferies, the institution that brokered the trades) that the trades could not be consummated unless and until SPSO received LightSquared LP's consent to the assignment of the LP Preferred to SPSO or its affiliates.[8] Counterparties to trades weren't the only parties that were notified of this issue. According to Jefferies, on May 31, 2013, Jefferies requested that the Debtors consent to these trades. Subsequently, after the Debtors had neither consented nor denied consent via Jefferies, on June 13, 2013, counsel to SPSO sent another request, in writing, to counsel to the Debtors. Although SPSO's counsel was informed that the Debtors would respond to the request "as soon as [they] could," SPSO has still not heard back from the Debtors on this issue.

18. The Debtors' refusal to respond to SPSO's request – whatever the response may be – is contradictory given the Debtors' repeated emphasis on the importance of having certainty about who is holding claims against and interests in them. Moreover, it is difficult to understand how SPSO's refusal to close trades that would violate an applicable transfer restriction constitutes wrongdoing by SPSO, as Harbinger appears to suggest. Once again, the Debtors and Harbinger are talking out of both sides of their mouths, in one breath alleging or implying that SPSO has been trading in violation of applicable transfer restrictions, and in the next criticizing SPSO for <u>not</u> closing trades that would violate transfer restrictions.

(iv) *SPSO Is an Eligible Assignee Under the LP Credit Agreement*

19. The Debtors' and Harbinger's latest assertion that SPSO's acquisitions of Prepetition LP Obligations violated transfer restrictions contained in the credit agreement

[8] SPSO did endeavor to close those portions of the "packaged" trades that related to the Prepetition LP Obligations. SPSO was advised, however, that the applicable seller(s) would only sell the entire package, including LP Preferred units.

governing such obligations (the "**LP Credit Agreement**"), see Cross Motion, ¶¶ 57-63, Harbinger Joinder, ¶¶ 10-24, contradicts the plain language of the LP Credit Agreement and is nothing more than an attempt to introduce uncertainty and confusion into otherwise straightforward facts and contractual language. As both the Debtors and Harbinger concede, "Subsidiary" under the Prepetition LP Credit Agreement means a person that is controlled ***by the parent*** and/or one or more subsidiaries ***of the parent.*** LP Credit Agreement, § 1.01; see also, Cross Motion, ¶ 60; Harbinger Joinder, ¶ 13. Here, SPSO's immediate parent is SP Special Opportunities Holdings, LLC, and its ultimate parent is Mr. Ergen himself. Therefore, for SPSO to be a Disqualified Company, SPSO or Mr. Ergen would need to be a subsidiary of DISH or EchoStar. Neither are.

20. It is critical to note that the definition of "Subsidiary" in the LP Credit Agreement does not include entities under common control with a parent – otherwise known as affiliates. That drafting could have been accomplished, and the Debtors knew how to do it. As discussed above and in the Harbinger Joinder, the relevant documents governing the LP Preferred expressly prohibit assignments of LP Preferred to affiliates of specified disqualified entities. See Harbinger Joinder, ¶ 31. In short, the Debtors' accusations of end-running around the transfer restrictions are the equivalent of asking the Court to "red pencil" a credit agreement. While the Debtors might not like the plain wording of the LP Credit Agreement now, it clearly permits affiliates of Disqualified Companies who are not subsidiaries of Disqualified Companies – including SPSO – to acquire Prepetition LP Obligations.

21. Empresas Cablevision, S.A.B. de C.V. v. JPMorgan Chase Bank, N.A., 680 F. Supp. 2d 625 (S.D.N.Y. 2010) ("**Empresas**"), cited by the Debtors and Harbinger, Cross Motion, ¶¶ 66-68; Harbinger Joinder, ¶¶ 22-24, is readily distinguishable, and actually highlights

the propriety of SPSO's participation in these bankruptcy cases. In Empresas, the borrower, Empresas Cablevision ("**Cablevision**"), sought to enjoin JPMorgan Chase Bank, N.A. and J.P. Morgan Securities Inc. (collectively, "**JPMorgan**"), lenders to Cablevision, from proceeding with the sale of a specially designed loan participation to Banco Inbursa, S.A. ("**Inbursa**"), a bank under common ownership with a competitor of Cablevision. Cablevision argued that the terms of the proposed transaction violated Cablevision's right under the applicable credit agreement to veto assignments of loans, and the court agreed. See Empresas, 680 F. Supp. 2d at 626.

22. Empresas, a non-bankruptcy case that involved an attempt to amend the applicable credit agreement without the borrower's consent, is not applicable here. Inbursa, the bank under common ownership with the borrower's competitor, actively bargained for non-standard provisions in JPMorgan's relevant participation agreement that would have entitled Inbursa to receive, among other things, "information concerning the business, affairs or financial condition of the borrower," see id. at 629 (citing to participation agreement). The Empresas court relied heavily on that fact in finding that the transaction was an "end-run" around the applicable assignment provision. See id. at 632 ("Perhaps most telling in this regard is the fact that under the Participation Agreement, Inbursa . . . was given, at Inbursa's request, rights that were not part of JPMorgan's standard participation agreement that enabled Inbursa . . . to use JPMorgan as a vehicle for demanding such information on a virtually unlimited basis.").

23. The problems associated with this provision were compounded by another non-standard provision bargained for by Inbursa, which would have permitted it to declare an event of default and trigger an outright assignment of the underlying loan in the event that, among other things, the participation seller refused to provide the confidential information

requested by the competitor entity. Id. at 632. In contrast, SPSO has never used (and does not intend to use) its status as a holder of the debt to demand confidential information regarding the Debtors' business under the LP Credit Agreement or otherwise. Unlike Imbursa, SPSO purchased its Prepetition LP Obligations using a standard transfer form, without negotiating for non-standard modifications. Most important, SPSO and the Ad Hoc Secured Group have undertaken to each other and represented to the Court that confidential information of the Debtors will not be shared between them.

24. Another point of notable distinction is this. In Empresas, Cablevision had actively opposed Inbursa's use of a participation structure to circumvent the assignment restrictions, prior to JPMorgan and Inbursa entering into the participation transaction, and ultimately sought and obtained injunctive relief preventing the consummation of the participation. See id. at 628. Here, the Debtors stood by while SPSO closed trade after trade with respect to the Prepetition LP Obligations, as discussed above, and only now allege that such trades were an end-run around the assignment restrictions of the LP Credit Agreement.

25. There is a final point that distinguishes this situation from Empresas. The Debtors' position that SPSO is not an eligible holder of Prepetition LP Obligations is inconsistent with their own course of conduct. On May 20, 2013, the Debtors sent a termination notice pursuant to paragraph 15 of the Exclusivity Stipulation (the "**Paragraph 15 Notice**"), in which the Debtors notified the Ad Hoc Secured Group that it was no longer, collectively, the largest holder of Prepetition LP Obligations, based on SPSO's *pro forma* holdings at the time (which included Prepetition LP Obligations acquired by SPSO in trades that had not yet closed and were not reflected in the Prepetition LP Agent's registry, and thus were irrelevant under the plain terms of the Exclusivity Stipulation to determining whether the Debtors' termination rights

were triggered). Thus, the Debtors were perfectly willing to treat SPSO's holdings as valid for the purposes of issuing the Paragraph 15 Notice. Now, the Debtors allege that SPSO's holdings are invalid. The Debtors' adoption of inconsistent – and opportunistic – constructions of the LP Credit Agreement further undermines their current position.

C. Conclusion

26. The Debtors, Harbinger, and the other LightSquared Inc. stakeholders supporting the Cross Motion should not be rewarded for their attempts to renege on the settlement and compromise embodied in the Exclusivity Stipulation. That settlement was bargained for by the Ad Hoc Secured Group in good faith, and is necessary to protect the stakeholders of LightSquared LP from debtors in possession whose primary focus appears to be buying time for LightSquared Inc.'s equity. [redacted] For these reasons and the others set forth herein, SPSO joins in the Ad Hoc Secured Group Reply and Objection.

CONCLUSION

WHEREFORE, SPSO respectfully requests that the Court grant the Emergency Motion and deny the Cross Motion (and overrule the objection to the Emergency Motion contained therein), and grant such other and further relief as may be just or proper.

Dated: July 9, 2013
New York, New York

WILLKIE FARR & GALLAGHER LLP

By: /s/ Rachel C. Strickland
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

LIGHTSQUARED INC, *et al.*,	:	Chapter 11
Debtors.[1]	:	Case No. 12-12080 (SCC)
	:	Jointly Administered

AMENDED STIPULATION BY SP SPECIAL OPPORTUNITIES, LLC IN AID OF DISCOVERY IN CONNECTION WITH EMERGENCY MOTION OF THE AD HOC SECURED GROUP OF LIGHTSQUARED LP LENDERS TO ENFORCE THIS COURT'S ORDER PURSUANT TO 11 U.S.C. § 1121(D) FURTHER EXTENDING LIGHTSQUARED'S EXCLUSIVE PERIODS TO FILE A PLAN OF REORGANIZATION AND TO SOLICIT ACCEPTANCES THEREOF

In connection with the Emergency Motion of the Ad Hoc Secured Group of LightSquared LP Lenders to Enforce This Court's Order Pursuant to 11 U.S.C. § 1121(d) Further Extending LightSquared's Exclusive Periods to File a Plan of Reorganization and to Solicit Acceptances Thereof [Docket No. 685], and in response to Lightsquared's Notice of Deposition of SP Special Opportunities LLC and Request for Production of Documents in Connection with Emergency

[1] The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), LightSquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040).

Motion of Ad Hoc Group of Secured Prepetition LP Lenders to Enforce Court's Order Pursuant to 11 U.S.C. § 1121(d) Further Extending Lightsquared's Exclusive Periods to File a Plan of Reorganization and to Solicit Acceptances Thereof served June 26, 2013 by the Debtors, and joined by Harbinger, SP Special Opportunities, LLC ("SPSO"), by its undersigned counsel, hereby stipulates as follows:[2]

1. SPSO is a Delaware limited liability company in which SP Special Opportunities Holdings, LLC ("SPSO Holdings"), also a Delaware limited liability company, is the sole member and manager.

2. Charles W. Ergen is the sole member and managing member of SPSO Holdings. Attached as Exhibit A is an organizational chart showing the relationships among Mr. Ergen, SPSO, and SPSO Holdings.

3. Mr. Ergen is an affiliate of DISH Network Corporation ("DISH") and EchoStar Corporation ("EchoStar"). He serves as the Executive Chairman and the Chairman of the Board of Directors of each corporation.

4. Mr. Ergen has not disclosed to DISH or EchoStar the amounts, prices or dates of SPSO's purchases of Prepetition LP Obligations.

5. Mr. Ergen and SPSO have no agreement of any kind, formal or informal, with DISH, EchoStar, or any of their subsidiaries concerning any debt or equity security issued by the Debtors.

6. Sound Point Capital Management, L.P. ("Sound Point"), serves as non-discretionary trading manager for SPSO. Sound Point is a Delaware limited partnership, and it

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2 Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Ad Hoc Secured Group's discovery requests to the Debtors served on June 26, 2013.

is managed by SPC Partners GP, LLC. Mr. Ergen and SPSO have no ownership interest in Sound Point.

7. L-Band Acquisition, LLC ("LBAC") is a Delaware limited liability company. Its sole member and managing member is Mr. Ergen.

8. At the time the Exclusivity Stipulation was entered into, SPSO was not a member of the Ad Hoc Secured Group and was not a party to the Exclusivity Stipulation. Neither SPSO nor Mr. Ergen had any role or participation, formal or informal, in the negotiation of the Exclusivity Stipulation.

9. SPSO retained counsel in connection with these cases in April 2013.

10. SPSO joined the Ad Hoc Secured Group on June 13, 2013.

11. SPSO has not seen and is unaware of the substance of, the portions of the Exclusivity Stipulation that are redacted in the publicly-filed copy. SPSO's counsel learned of the substance of the redacted portions of the Exclusivity Stipulation on May 31, 2013.

12. At the time SPSO joined the Ad Hoc Secured Group, SPSO did not hold more Prepetition LP Obligations than the Ad Hoc Secured Group as reflected in the registry of the Agent.

13. SPSO joined the Ad Hoc Secured Group so that the termination conditions contained in paragraph 15 of the Exclusivity Stipulation would not be triggered. SPSO understood at the time that there were some obligations by the Debtors in the redacted paragraphs of the Stipulation that would be lost upon termination. SPSO has not been informed what those obligations are. SPSO does not dispute that it joined the Ad Hoc Group one day before a significant amount of its trades in LP Prepetition Obligations closed.

14. Attached as Exhibit B hereto is a spreadsheet detailing the trades (par value), including open trades, by SPSO in Prepetition LP Obligations from April 1, 2012 to the present.

15. Beginning with SPSO's first trade in Prepetition LP Obligations on April 13, 2012, which took more than 120 days to close, SPSO's trades in Prepetition LP Obligations closed during periods ranging from 27 to 180 days from the trade date. The approximately $122 million trade discussed in paragraphs 38 and 39 of Lightsquared's (I) Objection to Emergency Motion of Ad Hoc Secured Group of Lightsquared's LP Lenders to Enforce Order Pursuant to 11 U.S.C. § 1121(d) Further Extending Lightsquared's Exclusive Periods to File a Plan of Reorganization and Solicit Acceptances Thereof, and (II) Cross-Motion for Entry of an Order, Pursuant to 11 U.S.C. § 105(a), Relieving Lightsquared of Certain Obligations Thereunder [Docket No. 705] closed 56 days after the trade date following a demand by the seller to close immediately.[3]

16. The national and local media began reporting on Mr. Ergen's acquisition of Prepetition LP Obligations as early as May 2012.

17. In March 2013, Sound Point informed SPSO that it had the opportunity to purchase a substantial number of LP Preferred Units and Prepetition LP Obligations that the seller was only offering "packaged" together. At that time, SPSO was unaware that trading restrictions on the LP Preferred Units prohibited trading in such LP Preferred Units by affiliates of DISH and EchoStar. Upon learning of this restriction, SPSO advised Jefferies that it was unable to purchase LP Preferred Units without the Debtors' consent. SPSO completed the Transferee Affirmation supplied by the Debtors, with a specific notation that it was not an

[3] Paragraph 15 of this stipulation has been updated to reflect the latest available information.

eligible transferee, and asked that Jefferies or the seller seek the Debtors' consent to the transaction.

18. Jefferies advised SPSO that Jefferies made a request of the Debtors on May 31, 2013 to consent to the transaction. On June 14, 2013, SPSO's counsel inquired directly of Debtors' counsel whether the Debtors would or would not consent to the trade. To date, SPSO has received no response from Jefferies or the Debtors concerning that request.

19. Because the Prepetition LP Obligations described in paragraphs 17 and 18 were only offered for sale as a package with the LP Preferred Units, the events described in those paragraphs delayed the closing of approximately $168 million of SPSO's trades in Prepetition LP Obligations.

20. By letter dated May 15, 2013, from Willkie Farr & Gallagher LLP to Moelis & Co., LBAC made an offer for substantially all of the assets of LightSquared LP, in cash, for the sum of $2,000,000,000 and the assumption of certain liabilities ("LBAC Cash Offer"). The term sheet attached to the May 15, 2013 letter specifically stated that the proposed Buyer would be "one or more of Charles Ergen, affiliated companies, and/or other third parties."

21. Mr. Ergen has informed DISH and EchoStar about the LBAC Cash Offer.

22. Either of DISH or EchoStar, or both, may ultimately determine to join the transaction contemplated in the LBAC Cash Offer although there is currently no agreement in place among any of DISH, EchoStar, LBAC or Mr. Ergen to do so.

Dated: New York, New York
July 9, 2013

WILLKIE FARR & GALLAGHER LLP

By: /s/ Rachel C. Strickland
Rachel C. Strickland

787 Seventh Avenue
New York, New York 10019
(212) 728-8000

Counsel for SP Special Opportunities, LLC

EXHIBIT A

SP Special Opportunities

Charles Ergen
(Sole Member and Manger of Special Opportunities Holdings

Special Opportunities Holding, LLC
(Sole Member and Manager of SP Special Opportunities, LLC)

SP Special Opportunities, LLC
(Investment Vehicle)

EXHIBIT B

LightSquared
Trading Summary

LightSquared TL

Trade Date	Closing Date	Par	Status
04/13/12	09/06/12	5,000,000.00	Settled
05/03/12	07/23/12	4,545,500.00	Settled
05/03/12	07/26/12	20,000,000.00	Settled
05/03/12	09/06/12	3,000,000.00	Settled
05/03/12	09/06/12	2,000,000.00	Settled
05/03/12	07/23/12	5,000,000.00	Settled
05/04/12	05/31/12	247,259,046.62	Settled
10/04/12	11/30/12	19,417,287.99	Settled
10/23/12	02/06/13	3,000,000.00	Settled
11/15/12	01/08/13	7,997,057.00	Settled
12/12/12	6/11/2013	2,000,000.00	Settled
12/13/12	03/12/13	7,000,000.00	Settled
12/20/12	04/09/13	14,782,302.32	Settled
12/28/12	03/13/13	15,000,000.00	Settled
01/02/13	03/07/13	20,000,000.00	Settled
01/02/13	04/05/13	6,000,000.00	Settled
01/03/13	03/07/13	17,999,999.97	Settled
01/07/13	05/24/13	7,000,000.00	Settled
01/14/13	05/24/13	9,410,420.00	Settled
02/01/13	-	20,000,000.00	Unsettled
03/25/13	05/24/13	88,262,536.00	Settled
03/28/13	-	168,759,227.85	Unsettled
04/01/13	6/25/2013	5,500,000.00	Settled
04/19/13	6/14/2013	122,250,172.79	Settled
04/26/13	6/18/2013	145,712,408.57	Settled
04/26/13	6/18/2013	46,186,366.57	Settled

Total Purchased	1,013,082,326.30
Total Settled	824,323,097.83
Total Unsettled	188,759,227.85

EXHIBIT 21

DISH NETWORK CORP

FORM 8-K
(Current report filing)

Filed 07/23/13 for the Period Ending 07/23/13

Address	9601 S. MERIDIAN BLVD.
	ENGLEWOOD, CO 80112
Telephone	3037231000
CIK	0001001082
Symbol	DISH
SIC Code	4841 - Cable and Other Pay Television Services
Industry	Broadcasting & Cable TV
Sector	Services
Fiscal Year	12/31

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF DISH NETWORK DERIVATIVE LITIGATION.

SUPREME COURT No. 69012

Electronically Filed
May 27 2016 09:13 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

JACKSONVILLE POLICE AND FIRE PENSION FUND,

Appellant,

vs.

GEORGE R. BROKAW; CHARLES M. LILLIS; TOM A. ORTOLF; CHARLES W. ERGEN; CANTEY M. ERGEN; JAMES DEFRANCO; DAVID K. MOSKOWITZ; CARL E. VOGEL; THOMAS A. CULLEN; KYLE J. KISER; AND R. STANTON DODGE,

Respondent.

SUPREME COURT No. 69729

JOINT APPENDIX
VOLUME 2 of 44

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Attorneys for the Respondent Special Litigation Committee Dish Network Corporation

Date	Document Description	Volume	Bates No.
2014-08-29	Affidavit of Service re Second Amended Complaint Kyle Jason Kiser	Vol. 18	JA004272 – JA004273[1]
2014-08-29	Affidavit of Service re Second Amended Complaint Stanton Dodge	Vol. 18	JA004268 – JA004271
2014-08-29	Affidavit of Service re Second Amended Complaint Thomas A. Cullen	Vol. 18	JA004274 – JA004275
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000040

[1] JA = Joint Appendix

Date	Document Description	Volume	Bates No.
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000041
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000042
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000043
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000044
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000045
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000046
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000047
2013-08-22	Affidavit of Service re Verified Shareholder Complaint	Vol. 1	JA000048
2016-01-27	Amended Judgment	Vol. 43	JA010725 – JA010726
2014-10-26	Appendix, Volume 1 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation (No exhibits attached)	Vol. 20	JA004958 – JA004962
2014-10-27	Appendix, Volume 2 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation (No exhibits attached)	Vol. 20	JA004963 – JA004971

Date	Document Description	Volume	Bates No.
2014-10-27	Appendix, Volume 3 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation and Selected Exhibits to Special Litigation Committee's Report: Exhibit 162 (Omnibus Objection of the United States Trustee to Confirmation dated Nov. 22, 2013); Exhibit 172 (Hearing Transcript dated December 10, 2013); and Exhibit 194 (Transcript, Hearing: Bench Decision in Adv. Proc. 13-01390-scc., Hearing: Bench Decision on Confirmation of Plan of Debtors (12-12080-scc), In re LightSquared Inc., No. 12-120808-scc, Adv. Proc. No. 13-01390-scc (Bankr. S.D.N.Y. May 8, 2014)); Exhibit 195 (Post-Trial Findings of Fact and Conclusion of Law dated June 10, 2014 (In re LightSquared, No. 12-120808 (Bankr. S.D.N.Y.)); Exhibit 203 (Decision Denying Confirmation of Debtors' Third Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code (In re LightSquared, No. 12-120808 (Bankr. S.D.N.Y.))	Vol. 20 Vol. 21 Vol. 22 Vol. 23	JA004972 – JA005001 JA005002 – JA005251 JA005252 – JA005501 JA005502 – JA005633
2014-10-27	Appendix, Volume 4 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation (No exhibits attached)	Vol. 23	JA005634 – JA005642

Date	Document Description	Volume	Bates No.
2014-10-27	Appendix, Volume 5 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation and Selected Exhibits to Special Litigation Committee's Report: Exhibit 395 (Perella Fairness Opinion dated July 21, 2013); Exhibit 439 (Minutes of the Special Meeting of the Board of Directors of DISH Network Corporation (December 9, 2013). (In re LightSquared, No. 12-120808 (Bankr. S.D.N.Y.)) **(Filed Under Seal)**	Vol. 23	JA005643 – JA005674
2014-10-27	Appendix, Volume 6 of the Appendix to the Report of the Special Litigation Committee of DISH Network Corporation (No exhibits attached)	Vol. 23	JA005675 – JA005679
2014-06-18	Defendant Charles W. Ergen's Response to Plaintiff's Status Report	Vol. 17	JA004130 – JA004139
2014-08-29	Director Defendants Motion to Dismiss the Second Amended Complaint	Vol. 18	JA004276 – JA004350
2014-10-02	Director Defendants Reply in Further Support of Their Motion to Dismiss the Second Amended Complaint	Vol. 19	JA004540 – JA004554

Date	Document Description	Volume	Bates No.
2013-11-21	Errata to Report to the Special Litigation Committee of Dish Network Corporation Regarding Plaintiff's Motion for Preliminary Injunction	Vol. 13	JA003144 – JA003146
2013-08-12	Errata to Verified Shareholder Complaint	Vol. 1	JA000038 – JA000039
2013-11-27	Findings of Fact and Conclusion of Law	Vol. 14	JA003316 – JA003331
2015-09-18	Findings of Fact and Conclusions of Law Regarding The Motion to Defer to the SLC's Determination That The Claims Should Be Dismissed	Vol. 41	JA010074 – JA010105
2013-09-19	Hearing Transcript re Motion for Expedited Discovery	Vol. 5	JA001029 – JA001097
2013-11-25	Hearing Transcript re Motion for Preliminary Injunction	Vol. 13 Vol. 14	JA003147 – JA003251 JA003252 - JA003315
2013-12-19	Hearing Transcript re Motion for Reconsideration	Vol. 14	JA003332 – JA003367
2015-07-16	Hearing Transcript re Motion to Defer	Vol. 41	JA010049 – JA010071
2015-01-12	Hearing Transcript re Motions including Motion to Defer to the Special Litigation Committee's Determination that the Claims Should be Dismissed and Motion to Dismiss **(Filed Under Seal)**	Vol. 25 Vol. 26	JA006228 – JA006251 JA006252 – JA006311

Date	Document Description	Volume	Bates No.
2015-11-24	Hearing Transcript re Plaintiff’s Motion to Retax	Vol. 43	JA010659 – JA010689
2013-10-04	Minute Order	Vol. 7	JA001555 – JA001556
2015-08-07	Minute Order	Vol. 41	JA010072 – JA010073
2015-10-12	Notice of Appeal	Vol. 41	JA010143 – JA010184
2016-02-02	Notice of Appeal	Vol. 43	JA010734 – JA010746
2016-02-09	Notice of Appeal	Vol. 43 Vol. 44	JA010747 – JA010751 JA010752 – JA010918
2016-01-28	Notice of Entry of Amended Judgment	Vol. 43	JA010727 – JA010733
2015-10-02	Notice of Entry of Findings of Fact and Conclusions of Law re the SLC’s Motion to Defer	Vol. 41	JA010106 – JA010142
2016-01-12	Notice of Entry of Order Granting in Part and Denying in Part Plaintiff's Motion to Retax	Vol. 43	JA010716 – JA010724
2013-10-16	Notice of Entry of Order Granting, in Part, Plaintiffs Ex Parte Motion for Order to Show Cause and Motion to (1) Expedite Discovery and (2) Set a Hearing on Motion for Preliminary Injunction on Order Shortening Time and Plaintiff’s Motion for Preliminary Injunction and for Discovery on an Order Shortening Time	Vol. 7	JA001562 – JA001570

Date	Document Description	Volume	Bates No.
2015-02-20	Notice of Entry of Order Regarding Motion to Defer to The SLC's Determination that the Claims Should Be Dismissed	Vol. 26	JA006315 – JA006322
2016-01-08	Order Granting in Part and Denying in Part Plaintiff's Motion to Retax	Vol. 43	JA010712 – JA010715
2013-10-15	Order Granting, in Part, Plaintiffs Ex Parte Motion for Order to Show Cause and Motion to (1) Expedite Discovery and (2) Set a Hearing on Motion for Preliminary Injunction on Order Shortening Time and Plaintiff's Motion for Preliminary Injunction and for Discovery on an Order Shortening Time	Vol. 7	JA001557 – JA001561
2015-02-19	Order Regarding Motion to Defer to the SLC's Determination that the Claims Should Be Dismissed	Vol. 26	JA006312 – JA006314
2013-09-13	Plaintiff's Appendix of Exhibits to Motion for Preliminary Injunction and For Discovery on an Order Shortening Time	Vol. 1 Vol. 2 Vol. 3 Vol. 4 Vol. 5	JA00132 – JA00250 JA00251 – JA00501 JA00502 – JA00751 JA00752 – JA001001 JA001002 – JA001028
2013-10-03	Plaintiff's Appendix of Exhibits to Status Report	Vol. 5 Vol. 6	JA001115 – JA001251 JA001252 – JA001335
2014-06-06	Plaintiff's Appendix of Exhibits to Status Report	Vol. 14 Vol. 15 Vol. 16	JA03385 – JA003501 JA003502 – JA003751 JA003752 – JA003950

Date	Document Description	Volume	Bates No.
2013-11-13	Plaintiff's Appendix of Exhibits to Supplement to Motion for Preliminary Injunction Vol. 1 Part 1 **(Filed Under Seal)**	Vol. 7 Vol. 8	JA001607 – JA001751 JA001752 – JA001955
2013-11-13	Plaintiff's Appendix of Exhibits to Supplement to Motion for Preliminary Injunction Vol. 1 Part 2 **(Filed Under Seal)**	Vol. 8 Vol. 9 Vol. 10	JA001956 – JA002001 JA002002 – JA002251 JA002252 – JA002403
2013-11-13	Plaintiff's Appendix of Exhibits to Supplement to Motion for Preliminary Injunction Vol. 1 Part 3 **(Filed Under Seal)**	Vol. 10 Vol. 11 Vol. 12 Vol. 13	JA002404 – JA002501 JA002502 – JA002751 JA002752 – JA003001 JA003002 – JA003065
2015-06-18	Plaintiff's Appendix of Exhibits to their Supplemental Opposition to the SLC's Motion to Defer to its Determination that the Claims Should be Dismissed **(Filed Under Seal)**	Vol. 27 Vol. 28 Vol. 29 Vol. 30 Vol. 31 Vol. 32 Vol. 33 Vol. 34 Vol. 35 Vol. 36 Vol. 37	JA006512 – JA006751 JA006752 – JA007001 JA007002 – JA007251 JA007252 – JA007501 JA007502 – JA007751 JA007752 – JA008251 JA008002 – JA008251 JA008252 – JA008501 JA008502 – JA008751 JA008752 – JA009001 JA009002 – JA009220
2013-09-13	Plaintiff's Motion for Preliminary Injunction and for Discovery on an Order Shortening Time	Vol. 1	JA000095 – JA000131
2015-11-03	Plaintiff's Motion to Retax	Vol. 43	JA010589 – JA010601

Date	Document Description	Volume	Bates No.
2014-09-19	Plaintiff's Opposition to the Director Defendants' Motion to Dismiss the Second Amended Complaint and Director Defendant's Motion to Dismiss the Second Amended Complaint **(Filed Under Seal)**	Vol. 18 Vol. 19	JA004453 – JA004501 JA004502 – JA004508
2014-12-10	Plaintiff's Opposition to the SLC's Motion to Defer to its Determination that the Claims Should be Dismissed **(Filed Under Seal)**	Vol. 24	JA005868 – JA005993
2014-09-19	Plaintiff's Opposition to the Special Litigation Committee's Motion to Dismiss for Failure to Plead Demand Futility	Vol. 19	JA004509 – JA004539
2015-11-20	Plaintiff's Reply in Further Support of its Motion to Retax	Vol. 43	JA010644 – JA010658
2015-12-10	Plaintiff's Response to SLC's Supplement to Opposition to Plaintiff's Motion to Retax	Vol. 43	JA010700 – JA010711
2013-10-03	Plaintiff's Status Report	Vol. 5	JA001098 – JA001114
2014-06-06	Plaintiff's Status Report	Vol. 14	JA003368 – JA003384
2014-10-30	Plaintiff's Status Report	Vol. 23	JA005680 - JA005749
2015-04-03	Plaintiff's Status Report	Vol. 26	JA006323 – JA006451
2013-11-18	Plaintiff's Supplement to its Supplement to its Motion for Preliminary Injunction	Vol. 13	JA003066 – JA003097

Date	Document Description	Volume	Bates No.
2013-11-08	Plaintiff's Supplement to Motion for Preliminary Injunction **(Filed Under Seal)**	Vol. 7	JA001571 – JA001606
2014-06-16	Plaintiff's Supplement to the Status Report	Vol. 16 Vol. 17	JA003951 – JA004001 JA004002 – JA004129
2014-12-15	Plaintiff's Supplemental Authority to its Opposition to the SLC's Motion to Defer to its Determination that the Claims Should be Dismissed	Vol. 24 Vol. 25	JA005994 – JA006001 JA006002 – JA006010
2015-06-18	Plaintiff's Supplemental Opposition to the SLC's Motion to Defer to its Determination that the Claims Should be Dismissed **(Filed Under Seal)**	Vol. 26 Vol. 27	JA006460 – JA006501 JA006502 – JA006511
2014-10-24	Report of the Special Litigation Committee **(Filed Under Seal)**	Vol. 19 Vol. 20	JA004613 – JA004751 JA004752 – JA004957
2014-07-25	Second Amended Complaint **(Filed Under Seal)**	Vol. 17 Vol. 18	JA004140 – JA004251 JA004252 – JA004267
2013-11-20	Special Litigation Committee Report Regarding Plaintiff's Motion for Preliminary Injunction **(Filed Under Seal)**	Vol. 13	JA003098 – JA003143
2015-01-06	Special Litigation Committee's Appendix of Exhibits Referenced in their Reply In Support of their Motion to Defer to its Determination that the Claims Should Be Dismissed	Vol. 25	JA006046 – JA006227

Date	Document Description	Volume	Bates No.
2015-07-02	Special Litigation Committee's Appendix of Exhibits to Supplemental Reply in Support of their Motion to Defer **(Filed Under Seal)** (Includes Exhibits: C, D, E, J and K)	Vol. 39	JA009553 – JA009632
2015-07-02	Special Litigation Committee's Appendix of Exhibits to their Supplemental Reply in Support of their Motion to Defer (Exhibits Filed Publicly) (Includes Exhibits: A, B, F, G, H, I, L and M)	Vol. 37 Vol. 38	JA009921 – JA009251 JA009252 – JA009498
2015-07-02	Special Litigation Committee's Appendix of SLC Report Exhibits Referenced in Supplemental Reply in Support of the Motion to Defer **(Exhibits Filed Under Seal)** (Includes SLC Report Exhibits 298, 394, 443, 444, 446, 447 and 454)	Vol. 41	JA0010002 – JA010048
2015-07-02	Special Litigation Committee's Appendix of SLC Report Exhibits Referenced in Supplemental Reply in Support of the Motion to Defer (Exhibits Filed Publicly) (Includes SLC Report Exhibits 5, 172, and 195)	Vol. 39 Vol. 40	JA009633 – JA009751 JA009752 – JA010001
2015-10-19	Special Litigation Committee's Memorandum of Costs	Vol. 41 Vol. 42 Vol. 43	JA010185 – JA010251 JA010252 – JA010501 JA010502 – JA010588
2014-11-18	Special Litigation Committee's Motion to Defer to its Determination that the Claims Should Be Dismissed	Vol. 23 Vol. 24	JA005750 – JA005751 JA005751 – JA005867

Date	Document Description	Volume	Bates No.
2014-08-29	Special Litigation Committee's Motion to Dismiss for Failure to Plead Demand Futility	Vol. 18	JA004351 – JA004452
2015-11-16	Special Litigation Committee's Opposition to Plaintiff's Motion to Retax	Vol. 43	JA010602 – JA010643
2014-10-02	Special Litigation Committee's Reply in Support of Their Motion to Dismiss for Failure to Plead Demand Futility	Vol. 19	JA004555 – JA004612
2015-01-05	Special Litigation Committee's Reply in Support of their Motion to Defer to its Determination that the Claims Should Be Dismissed	Vol. 25	JA006011 – JA006045
2013-10-03	Special Litigation Committee's Status Report	Vol. 6 Vol. 7	JA001336 – JA001501 JA001502 – JA001554
2015-04-06	Special Litigation Committee's Status Report	Vol. 26	JA006452 – JA006459
2015-12-08	Special Litigation Committee's Supplement to Opposition to Plaintiff's Motion to Retax	Vol. 43	JA010690 – JA010699
2015-07-02	Special Litigation Committee's Supplemental Reply in Support of the Motion to Defer to the SLC's Determination that the Claims Should Be Dismissed **(Filed Under Seal)**	Vol. 38 Vol. 39	JA009499 – JA009501 JA009502 – JA009552
2013-09-12	Verified Amended Derivative Complaint	Vol. 1	JA000049 – JA000094

Date	Document Description	Volume	Bates No.
2013-08-09	Verified Shareholder Derivative Complaint	Vol. 1	JA000001 – JA000034

impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall be deemed to provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Plan Proponent' consent; and (3) non-severable and mutually dependent.

K. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Plan Proponent shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Plan Proponent and each of their respective Affiliates, subsidiaries, members, principals, shareholders, officers, directors, employees, representatives, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, shall have no liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

L. Waiver or Estoppel

Each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

M. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall govern and control.

Dated: August 30, 2013
New York, New York

By: */s/ David M. Friedman*
David M. Friedman
Adam L. Shiff
Daniel A. Fliman
Matthew B. Stein

KASOWITZ, BENSON, TORRES
& FRIEDMAN LLP
1633 Broadway
New York, New York 10019
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Facsimile: (212) 506-1800

Attorneys for Harbinger Capital Partners LLC

EXHIBIT 5

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. THIS DISCLOSURE STATEMENT IS SUBMITTED FOR APPROVAL BUT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT. SOLICITATION OF ACCEPTANCES OR REJECTIONS MAY NOT OCCUR UNTIL THE BANKRUPTCY COURT APPROVES THE DISCLOSURE STATEMENT.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
LIGHTSQUARED INC., *et al.*,[1]	Case No. 12-12080 (SCC)
Debtors.	Jointly Administered

SPECIFIC DISCLOSURE STATEMENT FOR THE JOINT PLAN OF REORGANIZATION FOR LIGHTSQUARED INC. AND ITS SUBSIDIARIES PROPOSED BY HARBINGER CAPITAL PARTNERS, LLC

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
David M. Friedman
Adam L. Shiff
Daniel A. Fliman
Matthew B. Stein
1633 Broadway
New York, New York 10019
(212) 506-1700

Counsel for Harbinger Capital Partners, LLC

Dated: August 30, 2013
New York, New York

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

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I.

INTRODUCTION[2]

THE INFORMATION CONTAINED IN THIS SPECIFIC DISCLOSURE STATEMENT ("HARBINGER SPECIFIC DISCLOSURE STATEMENT") FOR THE JOINT PLAN OF REORGANIZATION FOR LIGHTSQUARED INC. AND ITS SUBSIDIARIES PROPOSED BY HARBINGER CAPITAL PARTNERS, LLC ("HARBINGER" OR "PROPONENT") IS INCLUDED HEREIN FOR PURPORSES OF SOLICITING ACCEPTANCES OF THE JOINT PLAN OF REORGANIZATION FOR LIGHTSQUARED INC. AND ITS SUBSIDIES PROPOSED BY HARBINGER CAPITAL PARTNERS, LLC ("HARBINGER PLAN"), AS MAY BE MODIFIED, AMENDED, AND/OR SUPPLEMENTED FROM TIME TO TIME AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE HARBINGER PLAN. NO SOLICITATION OF VOTES TO ACCEPT THE HARBINGER PLAN MAY BE MADE EXCEPT PURSUANT TO SECTION 1125 OF TITLE 11 OF THE UNITED STATES CODE ("BANKRUPTCY CODE").

ALL CREDITORS AND INTEREST HOLDERS ENTITLED TO VOTE ON THE HARBINGER PLAN ARE ADVISED AND ENCOURAGED TO READ THE GENERAL DISCLOSURE STATEMENT FILED BY THE DEBTORS ("GENERAL DISCLOSURE STATEMENT" AND TOGETHER WITH THE HARBINGER SPECIFIC DISCLOSURE STATEMENT, "JOINT DISCLOSURE STATEMENT"), THE HARBINGER DISCLOSURE STATEMENT, AND THE HARBINGER PLAN **IN THEIR ENTIRETY** BEFORE VOTING TO ACCEPT OR REJECT THE HARBINGER PLAN OR ANY OTHER PLAN FILED IN THESE CASES (COLLECTIVELY, "COMPETING PLANS"). ALL CREDITORS AND EQUITY INTEREST HOLDERS ENTITLED TO VOTE ON THE HARBINGER PLAN SHOULD CAREFULLY READ AND CONSIDER FULLY THE RISK FACTORS SET FORTH IN ARTICLE V OF THE GENERAL DISCLOSURE STATEMENT AND ARTICLE V OF THE HARBINGER SPECIFIC DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE HARBINGER PLAN OR ANY COMPETING PLAN. A COPY OF THE HARBINGER PLAN IS ATTACHED HERETO AS EXHIBIT A. SUMMARIES AND STATEMENTS IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE HARBINGER PLAN AND THE EXHIBITS ANNEXED TO THE HARBINGER PLAN. THE STATEMENTS CONTAINED IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THE DATE HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN THE GENERAL DISCLOSURE STATEMENT, THE HARBINGER SPECIFIC DISCLOSURE STATEMENT AND THE TERMS OF THE HARBINGER PLAN, THE TERMS OF THE HARBINGER PLAN WILL GOVERN.

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[2] Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Harbinger Plan.

THE HARBINGER SPECIFIC DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT NECESSARILY IN ACCORDANCE WITH NON-BANKRUPTCY LAW.

CERTAIN STATEMENTS CONTAINED IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT ARE BASED, AT LEAST IN PART, ON ESTIMATES AND ASSUMPTIONS OBTAINED DIRECTLY FROM THE DEBTORS, AS SET FORTH IN THE GENERAL DISCLOSURE STATEMENT. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS ARE PROVIDED IN OR ADOPTED BY THE HARBINGER SPECIFIC DISCLOSURE STATEMENT PURSUANT TO THE SAFE HARBOR ESTABLISHED UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 AND SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN AND IN THE GENERAL DISCLOSURE STATEMENT.

FURTHER, YOU ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN ARE BASED ON ASSUMPTIONS THAT ARE BELIEVED TO BE REASONABLE, BUT ARE SUBJECT TO A WIDE RANGE OF RISKS INCLUDING, BUT NOT LIMITED TO, RISKS ASSOCIATED WITH (1) FUTURE FINANCIAL RESULTS AND LIQUIDITY, INCLUDING THE ABILITY TO FINANCE OPERATIONS IN THE NORMAL COURSE, (II) VARIOUS FACTORS THAT MAY AFFECT THE VALUE OF THE NEW COMMON SHARES TO BE ISSUED UNDER THE HARBINGER PLAN, (III) THE RELATIONSHIPS WITH AND PAYMENT TERMS PROVIDED BY TRADE CREDITORS, (IV) ADDITIONAL FINANCING REQUIREMENTS POST-RESTRUCTURING, (V) FUTURE DISPOSITIONS AND ACQUISITIONS, (VI) THE EFFECT OF COMPETITIVE PRODUCTS, SERVICES OR PRICING BY COMPETITORS, (VII) THE PROPOSED RESTRUCTURING COSTS AND COSTS ASSOCIATED THEREWITH, (VIII) THE ABILITY TO OBTAIN RELIEF FROM THE BANKRUPTCY COURT TO FACILITATE THE SMOOTH OPERATION UNDER CHAPTER 11, (IX) THE CONFIRMATION AND CONSUMMATION OF THE HARBINGER PLAN, AND (X) EACH OF THE OTHER RISKS IDENTIFIED HEREIN AND IN THE GENERAL DISCLOSURE STATEMENT. DUE TO THESE UNCERTAINTIES, YOU CANNOT BE ASSURED THAT ANY FORWARD-LOOKING STATEMENTS WILL PROVE TO BE CORRECT. THE PROPONENTS ARE UNDER NO OBLIGATION TO (AND EXPRESSLY DISCLAIM ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THE HARBINGER SPECIFIC DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THE HARBINGER SPECIFIC DISCLOSURE STATEMENT WILL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING INVOLVING THE DEBTORS, THE PROPONENT OR ANY OTHER

PARTY, NOR WILL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURUITIES, OR OTHER LEGAL EFFECTS OF THE HARBINGER PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR EQUITY INTERESTS IN, THE DEBTORS IN THESE CHAPTER 11 CASES.

THE STATEMENTS CONTAINED IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN AND THE DELIVERY OF THE HARBINGER SPECIFIC DISCLOSURE STATEMENT SHALL NOT CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION STATED SINCE THE DATE HEREOF. CREDITORS AND EQUITY INTEREST HOLDERS ENTITLED TO VOTE ON THE HARBINGER PLAN SHOULD CAREFULLY READ THE GENERAL DISCLOSURE STATEMENT AND THE HARBINGER SPECIFIC DISCLOSURE STATEMENT IN THEIR ENTIRETY, INCLUDING THE HARBINGER PLAN, PRIOR TO VOTING ON THE HARBINGER PLAN OR ANY OF THE COMPETING PLANS.

SUMMARIES OF CERTAIN PROVISIONS OF AGREEMENTS REFERRED TO IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT DO NOT PURPORT TO BE COMPLETE AND ARE SUBJECT TO, AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO, THE FULL TEXT OF THE APPLICABLE AGREEMENT, INCLUDING THE DEFINITIONS OF TERMS CONTAIN IN SUCH AGREEMENT.

THE PROPONENT BELIEVES THAT THE HARBINGER PLAN IS FAIR AND EQUITABLE, WILL MAXIMIZE THE RECOVERY FOR THE DEBTORS' CREDITORS AND INTEREST HOLDERS, ENABLE THE DEBTORS TO REORGANIZE SUCESSFULLY, AND ACCOMPLISH THE OBJECTIVES OF CHAPTER 11 AND, THAT ACCEPTANCE OF THE HARBINGER PLAN IS IN THE BEST INTERESTS OF THE DEBTORS, THEIR CREDITORS, AND THEIR EQUITY INTEREST HOLDERS.

THE PROPONENTS URGE ALL CREDITORS AND INTEREST HOLDERS TO ACCEPT THE HARBINGER PLAN. THE PROPONENTS BELIEVE THAT THE HARBINGER PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR THE DEBTORS' CREDITORS AND EQUITY INTEREST HOLDERS.

IRS CIRCULAR 230 NOTICE: TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, HOLDERS OF CLAIMS AND INTERESTS ARE HEREBY NOTIFIED THAT, (A) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THE HARBINGER SPECIFIC DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY HOLDERS OF CLAIMS OR EQUITY INTERESTS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

II.

SUMMARY OF THE HARBINGER PLAN

A. Introduction.

The following summary is a general overview only, which is qualified in its entirety by, and should be read in conjunction with, the more detailed discussions, information, and financial statements and notes thereto appearing elsewhere in the Harbinger Specific Disclosure Statement, the General Disclosure Statement and the Harbinger Plan. Harbinger is the proponent of the plan within the meaning of Section 1129 of the Bankruptcy Code. The Proponent reserves the right to modify the Harbinger Plan consistent with Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

B. Overview.

1. Corporate Structure.

The Harbinger Plan described herein constitutes a separate plan of reorganization for each of the Debtors. The Harbinger Plan provides that, on the Effective Date, all Holders of Claims and Equity Interests will be paid in full through the distribution of cash and new secured notes issued by LightSquared Inc. and LightSquared LP and new unsecured notes issued by LightSquared Inc. Further, pursuant to the Harbinger Plan, the Debtors will continue to exist after the Effective Date as separate entities, in accordance with applicable law, and will maintain their pre-petition organizational structure. On, or as promptly as reasonably practicable after the Effective Date, LightSquared Inc. shall issue shares of new stock ("New Common Shares"), New Warrants and all instruments, certificates and other documents required to be issued or distributed pursuant to the Harbinger Plan. The board of directors of New LightSquared Inc. shall consist of seven (7) directors, subject to the terms of the Exit Facility (as defined below). The members of the board of directors shall be appointed in the following manner: (a) three (3) directors shall be appointed by the Proponent in its sole and absolute discretion; (b) three (3) directors shall be appointed by the Proponent who (i) shall be independent as contemplated by NYSE rules, and (ii) shall not be officers, directors, employees or affiliates of the Proponent; and (c) the Chief Executive Officer shall be a director.

2. Exit Facility and Postpetition Liquidity Through the Effective Date.

Subject to the terms of Article IV.C of the Harbinger Plan, on the Effective Date, LightSquared Inc., as borrower, and other Debtors, as guarantors, shall become a party to, and be bound by the terms of, a new financing commitment ("Exit Facility") in an amount sufficient, along with the other sources of consideration for plan distributions, to satisfy all obligations under the Harbinger Plan due on the Effective Date, including, without limitation, the payment in full in Cash of the Allowed Prepetition Inc. Facility Claims (except those held by Harbinger).

Harbinger has reached an agreement with Melody Capital Advisors LLC, as Lead Arranger (the "Exit Lender") with regard to the Exit Facility. The agreement remains subject to conditions and documentation, and its terms will be detailed in the Harbinger Specific Disclosure Statement as soon as practicable and prior to the hearing to consider approval of this Harbinger

Specific Disclosure Statement. As discussed below, the Exit Lender has agreed and committed that $190 million of the Exit Facility may be drawn by the Debtors during the course of the Chapter 11 Cases as junior DIP financing.

It is anticipated that the Exit Facility will be in the amount of at least $500 million and will share a first lien on all of the Debtors' assets with the holders of the New LP Facility Notes (as defined below). The Exit Facility will mature after the maturity of the New LP Facility Notes. The Exit Facility provides -- and the Exit Lender has committed -- that the Debtors, at their option, may access $190 million of the Exit Facility prior to December 15, 2013 as DIP financing, to provide the Debtors with the funds necessary to continue their operations without disruption through June 30, 2014. The DIP financing will be secured only by a junior lien on the assets of LightSquared Inc. and will be entitled to administrative priority status in the Debtors' Chapter 11 Cases, provided that the administrative claim against LightSquared LP shall be limited to the proceeds received by LightSquared LP from such financing.

While Harbinger intends to use its best efforts to obtain confirmation and consummation of its plan by December 31, 2013 (and, indeed, because the FCC review of the Harbinger Plan will be quicker than its review of the other plans which all require a sale of the Debtors' spectrum assets to a new operator, Harbinger believes that only its plan is capable of consummation within this timeframe -- see Article VII.B below), factors beyond any party's control, including the requirement of FCC approval incident to the Harbinger Plan and all other plans (and confirmed by the FCC in its filing dated August 30, 2013), dictate that the Debtors' retain the necessary liquidity to actualize the regulatory relief and benefits that are anticipated and which will deliver enormous incremental value to the Debtors' estates. Indeed, Harbinger believes that it would be unfortunate and imprudent for the Debtors' estates not to have financing available to continue operations through the first half of 2014. Harbinger is aware of no other proposal for such necessary liquidity other than that offered by the Exit Lender, let alone a proposal which funds the Debtors on terms which are subordinate to all existing secured creditors. This highly unusual and beneficial arms-length financing, in Harbinger's view, strongly validates the robust solvency of the Debtors and their enormous economic potential.

3. Other Financial Terms.

a. On the Effective Date, LightSquared LP, as borrower, shall become a party to, and be bound by the terms of, a new first lien term loan facility ("New LP First Lien Term Loan Facility") maturing three years from the Effective Date. The notes ("New LP Facility Notes") issued pursuant to the New LP First Lien Term Loan Facility shall bear interest-at (i) 9% per annum payable in kind during the first year, (ii) 10% per annum payable in kind or 8% per annum payable in cash during the second year, and (iii) 11% per annum payable in kind or 9% per annum payable in cash during the third year, issued in the principal amount of $2,183 million (subject to decrease upon the disallowance of Claims held by the Ergen Parties), and the repayment of which shall be secured by Liens on substantially all of the assets of the New LP Facility Obligors *pari passu* with the Liens securing the Exit Financing and senior to all other Liens. The New LP Facility Notes will be distributed to the holders of allowed claims under LightSquared LP's prepetition term loan facility in full satisfaction of those claims.

b. On the Effective Date, LightSquared Inc., as borrower, shall become a party to, and be bound by the terms of, a new subordinated loan facility ("New Inc. Subordinated Loan Facility") in the amount of $573 million (subject to decrease upon the disallowance of Equity Interests held by the Ergen Parties). The New Inc. Subordinated Loan Facility shall bear interest at a rate of 14% payable in kind and have a mature on the sixth anniversary of the Effective Date. The New Inc. Subordinated Loan Facility shall be unsecured and the notes issued under that facility will be used to satisfy in full the Equity Interests held by all Holders of the Debtors' preferred stock (whether at LightSquared Inc. or LightSquared LP).

c. On the Effective Date, Harbinger shall make a capital contribution to reorganized LightSquared Inc. of $259 million through (i) the voluntary contribution of $159 million of Prepetition Inc. Facility Claims, in exchange for New Common Shares in an amount to be determined prior to the hearing on this Harbinger Specific Disclosure Statement, and (ii) by backstopping a rights offering of $100 million to holders of existing common stock.

d. The Debtors' existing cash, together with the proceeds of the Exit Facility and Harbinger's capital contributions shall be used to fund the cash obligations under the Harbinger Plan due on the Effective Date, including (i) payment in full of Prepetition Inc Facility Claims (other than the claim of Harbinger), (ii) payment in full of the principal amount of general unsecured claims, (iv) payment of administrative and priority claims, and (iv) meeting the Debtors' ongoing liquidity requirements. Additionally, the Harbinger Plan contemplates that when the FCC approves the use of the NOAA spectrum, LightSquared will have the necessary funding to meet requisite usage fees related to accessing and sharing the that spectrum.

III.

TREATMENT AND ESTIMATED RECOVERIES UNDER THE HARBINGER PLAN

Chart of Consideration Allocable to Non-Classified Claims

Class	Treatment	Estimated Claim Amounts	Estimated Recovery
DIP Facility Claims	Payment in full, in Cash, on or prior to Effective Date	[$66,000,000]	100%
Administrative Expense and Tax Priority Claims	Payment in full, in Cash, on the Effective Date or at the time such Administrative Expense Claim or Priority Claim becomes Allowed.	[$25,000,000]	100%

Chart of Consideration Allocable to Classified Claims

Class Number	Class	Treatment	Estimated Claim Amounts	Estimated Recovery
Class 1	Prepetition Inc. Facility Claims	Payment in full, in Cash, on the Effective Date or at time such Non-Affiliate Prepetition Inc. Facility Claim becomes Allowed; provided, however, that Affiliate Holders of Prepetition Inc. Facility Claims have agreed to accept a lesser treatment of their Prepetition Inc. Facility Claims and receive a pro rata share of __% of New Common Shares, on the Effective Date.	[$440,000,000]	100%
Class 2	Prepetition LP Facility Claims	Payment in full, of a pro rata share of the New LP First Lien Term Loan Facility on the Effective Date or at the time such Prepetition LP Facility Claim becomes Allowed.	[$2,183,000,000]	100% (subject to the outcome of the Ergen Litigation, as defined below)
Class 3	Other Secured Claims	Either (i) payment in full, in Cash; (ii) delivery of the collateral securing such Allowed Other Secured Claim and payment of interest required to be paid under section 506(b) of the Bankruptcy Code, if any; or (iii) treatment of such Allowed Other Secured Claim in any other manner such that the Allowed Other Secured Claim shall be rendered Unimpaired, on the Effective Date or at such time such Other Secured Claim becomes Allowed.		100%
Class 4	Other Priority Claims	Payment in full, in Cash, on the Effective Date or at such time such Other Priority		100%

		Claim becomes Allowed.		
Class 5	General Unsecured Claims	Payment of principal amount of Claim in full, in Cash, on the Effective Date or at the time such General Unsecured Claim becomes Allowed.	[$10,000,000]	100%
Class 6	Intercompany Claims	On the Effective Date or as soon thereafter as practicable, each Allowed Intercompany Claim shall be Reinstated for the benefit of the Holder thereof.	[$__________]	100%
Class 7	Existing LP Preferred Stock Equity Interests	Payment in full, by distribution of New Inc. Subordinated Loan Facility Notes with a face amount equal to the higher of (i) the fixed liquidation preference or (ii) the fixed redemption price of Existing LP Preferred Interests as of the Effective Date.	[$296,000,000]	100% (subject to the outcome of the Ergen Litigation, as defined below)
Class 8	Existing Inc. Preferred Stock Equity Interests	Payment in full, by distribution of New Inc. Subordinated Loan Facility Notes with a face amount equal to the higher of (i) the fixed liquidation preference or (ii) the fixed redemption price of the Existing Inc. Preferred Interests as of the Effective Date.	[$277,000,000]	100%
Class 9	Existing Inc. Common Stock Equity Interests	Retention of its pro rata share of __% of New Common Shares on the Effective Date.		
Class 10	Intercompany Interests	On the Effective Date or as soon thereafter as practicable, each Allowed Intercompany Claim shall be Reinstated for the benefit of the Holder thereof.		100%

IV.

CLASSES ENTITLED TO VOTE ON THE HARBINGER PLAN

The following chart describes whether each Class of Claims and Equity Interests is entitled to vote to accept or reject the Harbinger Plan. For a complete description of voting procedures and deadlines, please see Article I.C of the General Disclosure Statement.

Class Number	Class	Impaired/Unimpaired	Entitled To Vote
Class 1	Prepetition Inc. Facility Claims	Unimpaired	No
Class 2	Prepetition LP Facility Claims	Impaired	Yes
Class 3	Other Secured Claims	Unimpaired	No
Class 4	Other Priority Claims	Unimpaired	No
Class 5	General Unsecured Claims	Impaired	Yes
Class 6	Intercompany Claims	Unimpaired	No
Class 7	Existing LP Preferred Stock Equity Interests	Impaired	Yes
Class 8	Existing Inc. Preferred Stock Equity Interests	Impaired	Yes
Class 9	Existing Inc. Common Stock Equity Interests	Impaired	Yes
Class 10	Intercompany Interests	Unimpaired	No

V.

CERTAIN RISK FACTORS SPECIFIC TO THE HARBINGER PLAN

For a complete description of the risk factors affecting the reorganization of the Debtors, please see Article V of the General Disclosure Statement. Below are the specific risk factors affecting the Harbinger Plan:

A. FCC Approval.

As a condition precedent for the occurrence of the Effective Date, the FCC shall grant new or modified authorizations to the Debtors to permit LightSquared access to at least 25 MHz of spectrum for terrestrial use.

B. Consummation of Exit Facility.

As a condition precedent for the occurrence of the Effective Date, the Reorganized Debtors shall enter into the Exit Facility in the amount of not less than $500 million to provide the Reorganized Debtors with the requisite Cash to satisfy their obligations under the Harbinger Plan and capitalize the Reorganized Debtors with sufficient liquidity post-emergence.

C. Additional Factors.

1. The Proponent Has No Duty To Update.

The statements contained in the Harbinger Specific Disclosure Statement are made by the Proponent as of the date hereof, unless otherwise specified herein, and the delivery of the Harbinger Specific Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Proponent has no duty to update the Harbinger Specific Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

2. No Representations Outside The Joint Disclosure Statement.

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Harbinger Specific Disclosure Statement are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Joint Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Harbinger Specific Disclosure Statement that are other than as contained in, or included with, the Harbinger Specific Disclosure Statement should not be relied upon by you in arriving at your decision.

3. No Legal or Tax Advice Is Provided To You By The Harbinger Specific Disclosure Statement.

The contents of the Harbinger Specific Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or Interest should consult his, her or its own legal counsel and accountant as to legal, tax and other matters concerning his, her or its Claim or Equity Interest. The Harbinger Specific Disclosure Statement is not legal advice to you. The Harbinger Specific Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Harbinger Plan or object to Confirmation of the Harbinger Plan.

4. No Admission Made.

The Harbinger Plan and this Harbinger Specific Disclosure Statement is an offer to resolve the claims against and interests in the Debtors. Accordingly, nothing contained herein shall constitute an admission of, or be deemed evidence of, the tax or other legal effects of the Harbinger Plan on the Debtors or on Holders of Claims or Equity Interests or be deemed an admission in any litigation to which Harbinger is a party.

VI.

CONFIRMATION OF THE HARBINGER PLAN

A. Requirements For Confirmation Of The Harbinger Plan.

1. Requirements of Section 1129(a) of the Bankruptcy Code.

(a) General Requirements.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the following confirmation requirements specified in Section 1129 of the Bankruptcy Code have been satisfied. Such requirements are more fully set forth in Article IV.C of the General Disclosure Statement. Harbinger believe that the Harbinger Plan satisfies (or will satisfy on or prior to the Effective Date as required by law) these requirements:

(b) The Best Interest Test and the Debtors' Liquidation Analysis.

Pursuant to Section 1129(a)(7) of the Bankruptcy Code ("Best Interest Test"), Holders of Allowed Claims and Interests must either (a) accept the Harbinger Plan or (b) receive or retain under the Harbinger Plan property of a value, as of the Harbinger Plan's assumed Effective Date, that is not less than the value such non-accepting Holder would receive or retain if the Debtors were to be liquidated under chapter 7 of the Bankruptcy Code ("Chapter 7").

The first step in meeting the Best Interest Test is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors' assets and properties in the context of Chapter 7 cases. The gross amount of Cash available would be the sum of the proceeds from the disposition of the Debtors' assets and the Cash held by the Debtors at the time of the commencement of the Chapter 7 cases. The next step is to reduce that total by the amount of any Claims secured by such assets, the costs and expenses of the liquidation, and such additional administrative expenses and priority Claims that may result from the termination of the Debtors' businesses and the use of Chapter 7 for the purposes of liquidation. Any remaining net Cash would be allocated to Creditors and shareholders in strict priority in accordance with Section 726 of the Bankruptcy Code. Finally, taking into account the time necessary to accomplish the liquidation, the present value of such allocations may be compared to the value of the property that is proposed to be distributed under the Harbinger Plan on the Effective Date.

The Debtors' costs of liquidation under Chapter 7 would include the fees payable to a Chapter 7 trustee in bankruptcy, as well as those that might be payable to attorneys and other professionals that such a trustee may engage, plus any unpaid expenses incurred by the Debtors during the Chapter 11 Cases and allowed in the Chapter 7 cases, such as compensation for attorneys, financial advisors, appraisers, accountants and other professionals, and costs and expenses of members of the Creditors' Committee appointed by the United States Trustee pursuant to Section 1102 of the Bankruptcy Code and any other committee so appointed. Moreover, in a Chapter 7 liquidation, additional Claims would arise by reason of the breach or rejection of obligations incurred and executory contracts or leases entered into by the Debtors both prior to, and during the pendency of, the Chapter 11 Cases.

The foregoing types of Claims, costs, expenses, fees and such other Claims that may arise in a liquidation case would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay pre-Chapter 11 priority and unsecured claims. Under the absolute priority rule, no junior creditors would receive any distribution until all senior Creditors are paid in full, with interest, and no equity holder receives any distribution until all Creditors are paid in full, with interest.

The Debtors, with the assistance of the restructuring and financial advisors, have prepared a hypothetical liquidation analysis ("Liquidation Analysis") in connection with the General Disclosure Statement. *See* Exhibit C to the General Disclosure Statement. The Proponents adopt the Liquidation Analysis in its entirety for illustrative purposes relating to the Harbinger Specific Disclosure Statement.

Given that the Harbinger Plan proposes to pay all Holders of Claims, Existing Inc. Preferred Stock, and Existing LP Preferred Stock in full, such plan by definition provides treatment at least as favorable as in a liquidation under Chapter 7. Moreover, after consideration of the effects that a Chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in a Chapter 7 case, including (i) the increased costs and expenses of a liquidation under Chapter 7 arising from fees payable to a trustee in bankruptcy and professional advisors to such trustee; (ii) where applicable, the erosion in value of assets in a Chapter 7 case in the context of the expeditious liquidation required under Chapter 7 and the "forced sale" atmosphere that would prevail; and (iii) substantial increases in claims which would be satisfied on a priority basis, the Proponents have determined that in a Chapter 7 case, Confirmation of the Harbinger Plan will provide each Creditor of the Debtors and each Holder of a Claim or Interest with a recovery that substantially mitigates each of the foregoing risks. UNDERLYING THE LIQUIDATION ANALYSIS ARE NUMEROUS ESTIMATES AND ASSUMPTIONS MADE BY THE DEBTORS AND THEIR ADVISORS REGARDING LIQUIDATION PROCEEDS THAT, ALTHOUGH DEVELOPED AND CONSIDERED REASONABLE BY THE DEBTORS' MANAGEMENT AND THEIR ADVISORS, ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, REGULATORY AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS AND THEIR MANAGEMENT. FURTHERMORE, THE PROPONENTS HAVE NOT CONDUCTED AN INDEPENDENT ANALYSIS OF THE DEBTORS' LIQUIDATION ANALYSIS AND CANNOT ENSURE THE ACCURACY THEREOF. THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO UNDERGO SUCH A LIQUIDATION, AND ACTUAL RESULTS SET FORTH IN THE GENERAL DISCLOSURE STATEMENT. THE PROPONENTS ARE USING THE DEBTORS' ANALYSIS SOLELY FOR ILLUSTRATIVE PURPOSES.

(c) Feasibility.

The Bankruptcy Code requires a plan proponent to demonstrate that confirmation of a plan of reorganization is not likely to be followed by the liquidation or the need for further financial reorganization of a debtor unless so provided by the plan of reorganization. Attached hereto as Exhibit B is a projection of cash flow over the 12 month period following the Effective

Date, demonstrating the Debtors' ability to meet their financial obligations under the Harbinger Plan, together with a schedule of sources and uses of consideration under the Harbinger Plan.

2. Requirements of Section 1129(b) of the Bankruptcy Code.

The Bankruptcy Court may confirm the Harbinger Plan over the rejection or deemed rejection of the Harbinger Plan by a Class of Claims or Interests if the Harbinger Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Class.

(a) No Unfair Discrimination.

This test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under a plan of reorganization. The test does not require that the treatment be the same or equivalent, but that such treatment is "fair."

(b) Fair and Equitable Test.

This test applies to Classes of different priority (e.g., unsecured versus secured) and includes the general requirement that no Class of Claims receives more than 100% of the Allowed amount of the Claims in such Class. As to the dissenting Class, the test sets different standards depending on the type of Claims or Interests in such Class:

(i) Secured Claims. Each Holder of an Impaired secured Claim either (i) retains its Liens on the property (or if sold, on the proceeds thereof) to the extent of the Allowed amount of its secured Claim and receives deferred Cash payments having a value, as of the effective date of the Harbinger Plan, of at least the Allowed amount of such Claim, or (ii) receives the "indubitable equivalent" of its Allowed secured Claim.

(ii) Unsecured Claims. Either (i) each Holder of an Impaired unsecured Claim receives or retains under the Harbinger Plan property of a value equal to the amount of its Allowed unsecured Claim, or (ii) the Holders of Claims and Interests that are junior to the Claims of the dissenting Class will not receive or retain any property under the Harbinger Plan.

(iii) Interests. Either (i) such Interest Holder will receives or retain under the Harbinger Plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such stock, and (b) the value of the stock, or (ii) the Holders of Interests that are junior to the Interests of the dissenting Class will not receive or retain any property under the Harbinger Plan.

The Proponents believe that the Harbinger Plan will satisfy both the "unfair discrimination" requirement and the "fair and equitable" requirement notwithstanding the rejection of the Harbinger Plan by any Class of Claims or Interests.

3. Releases.

The Harbinger Plan, in contrast to the Ad Hoc Plan (defined below) does not provide for what Harbinger considers to be illegal releases in favor of the Ad Hoc Secured Group's (as defined below) handpicked favored parties. The Harbinger Plan provides only for traditional exculpation provisions in favor of the Debtor, the Exit Lender and the Proponent.

4. Exculpation and Injunction Provisions.

Except as otherwise specifically provided in the Harbinger Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any exculpated Claim, except for willful misconduct (including fraud) or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Harbinger Plan. The Exculpated Parties have, and upon Confirmation of the Harbinger Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Harbinger Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Harbinger Plan or such distributions made pursuant to the Harbinger Plan.

Except as otherwise expressly provided in the Harbinger Plan or for obligations issued pursuant to the Harbinger Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been discharged pursuant to Article VIII.A of the Harbinger Plan or are subject to exculpation pursuant to Article VIII.D of the Harbinger Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors or the Reorganized Debtors: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Harbinger Plan. Nothing in the Harbinger Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a

nominal capacity to recover insurance proceeds so long as the Debtors or Reorganized Debtors, as applicable, and any such Entity agree in writing that such Entity shall: (1) waive all Claims against the Debtors, the Reorganized Debtors, and the Estates related to such action; and (2) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

VII.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE HARBINGER PLAN

If the Harbinger Plan is not confirmed and consummated, alternatives to the Harbinger Plan include (i) liquidation of the Debtors under Chapter 7 of the Bankruptcy Code, or (ii) confirmation of an alternative plan of reorganization proposed in the Chapter 11 Cases.

A. Liquidation Under Chapter 7.

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under Chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effects that a Chapter 7 liquidation would have on the recovery of Holders of Claims and Interests and the Debtors' liquidation analysis are set forth in Article VI.A.1.b above, entitled Confirmation of the Harbinger Plan; Requirements for Confirmation of the Harbinger Plan; The Best Interests Test and the Debtors' Liquidation Analysis. The Proponents believe that liquidation under Chapter 7 would result in smaller distributions being made to Creditors than those provided for in the Harbinger Plan because the Harbinger Plan will pay all creditors and preferred shareholders in full. Moreover, a liquidation of the Debtors is undesirable because of (i) the likelihood that the assets of the Debtors would have to be sold or otherwise disposed of in a less orderly fashion over a shorter period of time; (ii) additional administrative expenses involved in the appointment of a Chapter 7 trustee; and (iii) additional expenses and Claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of leases and other executory contracts in connection with a cessation of the Debtors' operations.

B. Alternative Plans Of Reorganization.

Certain parties, including the Ad Hoc Secured Group of LightSquared LP Lenders ("Ad Hoc Secured Group"), have proposed, or have indicated that they intend to propose, alternative plans of reorganization for one or more of the Debtors that contemplate a sale of the Debtors' spectrum assets. Although the Harbinger Plan is not without risks, as set forth in Article V above, all alternative plans (other than the Harbinger Plan) are dependent upon sale of the Debtors' spectrum assets that will precipitate a longer and more complex review of change of control issues by the FCC compared with a review of the Harbinger Plan. Harbinger believes that a proposed sale of the spectrum involves a significant and complicated risk that will, at best, result in extensive delays in any other plan becoming effective, and, at worst, could result in the failure of the alternative plan after such lengthy delays. Moreover, Harbinger believes that a proposed sale of the Debtors' assets should only be pursued as a protective measure if the

Debtors are unable to obtain relief from the FCC sufficient to meet the conditions of the Harbinger Plan. Otherwise, any proposed sale necessarily will shortchange the estates of the enormous value to be realized upon FCC relief. Given that the Harbinger Plan is the only plan that provides for full payment to creditors and preferred shareholders and the ability to go effective on a quicker timeline, Harbinger strongly believes that its plan is superior to all others.

Harbinger intends to offer its evaluation of other plans as and when they are proposed. At this juncture, only the plan proposed by the Ad Hoc Secured Group (the "Ad Hoc Plan") has been filed.

1. **The Ad Hoc Plan.**

The Ad Hoc Plan contemplates the sale of LightSquared LP's assets, consisting primarily of the L-Band spectrum and related contractual rights, to an entity controlled by Charles Ergen (such entity referred to below as "Ergen").

(a) **Illegal Transfer Without FCC Approval.**

The Ad Hoc Plan proposes that Ergen will purchase the spectrum without FCC approval by creating what Harbinger considers to be a fictitious structure whereby, pending FCC approval of a transfer to Ergen, the spectrum remains technically under the control of LightSquared LP. This technical control, however, is devoid of substance insofar as Ergen will hold 100% of the economic interest in the spectrum immediately, will have control over filling the highly likely numerous vacancies in LightSquared LP management, and will control LightSquared LP's funding needs. Harbinger believes that the FCC will reject this fiction and require Ergen, like all other potential buyers, to fully comply with applicable regulatory procedures for his intended change of control.

The FCC has previously taken issue when full payment for FCC-licensed assets has been made in advance of securing FCC consent for the assignment or transfer of control of such licenses to the purchasing party. Specifically in the bankruptcy context, the FCC's Review Board designated the issue of a possible unauthorized transfer of control stating its concern that "the entire purchase price has been prepaid and nothing remains to be paid upon approval of the transfer."[3] Citing that precedent, ten years later the FCC revoked an unauthorized transfer of control, concluding, among other factors stated: "[the FCC licensee] received the entire $50,000 purchase price and has kept it. Control by [the FCC licensee], we find, was transferred illegally."[4]

Similarly in the context of shared services among broadcast stations, the FCC has made clear "that a licensee must retain the economic incentive to control programming aired over its

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[3] *Arthur A. Cirilli*, 3 FCC 2d 893, 897, ¶9 (Rev. Bd. 1966).

[4] *Revocation of the licenses of Superior Communications Co., Inc. Licensee of stations KAQ73, KAQ74, and KAQ75, licensed in the Point to Point Microwave Radio Service*, Order of Revocation, 57 FCC 2d 772, 776, ¶16 (1976).

station."[5] In the absence of such economic interest, control of the license is attributed to the party that would be paying for the operation of the licensed facilities and spectrum — here, the purchaser of the spectrum assets under the Ad Hoc Plan. Prior FCC consent for such purchaser to acquire lawfully such control would be required.

Over and above the very significant matter of requiring prior FCC consent to implement the Ad Hoc Plan, stripping the existing licensee of any incentive to make valuable use of the spectrum for which it is licensed while the purchaser decides whether to seek such licenses himself or find another buyer would raise significant policy concerns at the FCC regarding the warehousing of valuable spectrum. As proposed, for however long it takes the purchaser to decide whether even to seek FCC authorization for the spectrum itself and/or for another buyer to be sought, and then for the process of securing FCC consent for such an assignment, no one would have any interest in the spectrum to develop it for any beneficial use. Such a strategy of putting valuable spectrum on hold while the purchaser develops his plans would be directly contrary to FCC policies. As the FCC stated when DISH (an Ergen entity) sought to continue to keep vacant a valuable orbital slot: "Allowing DISH to continue to suspend operations at a location that it has left vacant for over two years -- and for which it still has no committed plans -- would allow DISH to warehouse scarce orbit and spectrum resources, contrary to Commission policy."[6] The FCC might well reach the same conclusion here, particularly since DISH, as the likely stalking horse purchaser under the Ad Hoc Plan, has made no progress in developing the considerable amount of S-band spectrum that it acquired from DBSD and TerreStar out of bankruptcy.

(b) <u>FCC Change of Control Approval Would Create Significant Delay</u>.

It is inconceivable that the purchaser of the spectrum assets would be in a position to close on a purchase of such assets in a three or four month time frame between approval of the disclosure statement and confirmation of the Ad Hoc Plan. Before the FCC will act on an application to assign or transfer control of FCC licenses, it must issue a public notice accepting the application for filing and establish a pleading cycle in the public notice giving interested parties an opportunity to comment – typically 30 days for initial comments and 15 days for reply comments.

Moreover, given the stated plans of DISH, as the likely stalking horse purchaser, to reconfigure usage of LightSquared's uplink and downlink L-band spectrum, the FCC may well

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[5] *In the Matter of KHNL/KGMB License Subsidiary, LLC; Licensee of Stations KHNL(TV) and KGMB(TV), Honolulu, Hawaii And HITV License Subsidiary, Inc.; Licensee of Station KFVE(TV), Honolulu, Hawaii*, Memorandum Opinion and Order and Notice of Apparent Liability, 26 FCC Rcd 16087, 16093, ¶ 19 (Chief Media Bur. 2011).

[6] *In the Matter of DISH Operating L.L.C. Application to Suspend Operations at the 148 [degrees] W.L. Orbital Location*, Memorandum Opinion and Order, 27 FCC Rcd 5923, 5923, ¶ 1 (Chief, Int'l Bureau 2011).

require a rulemaking proceeding to effectuate such reconfiguration in addition to a transfer of control adjudicatory proceeding.[7]

In a significant transaction, such as the transfer of control of LightSquared, the public notice and comment period alone consumes two to three months.[8] Once the comment period closes, the comments need to be evaluated and an order must be drafted. Given the significant issues that would be presented in an Ergen acquisition of LightSquared or, for that matter, an Ergen-directed transfer of control of LightSquared, the transfer application will be addressed at the FCC level, which involves an additional level of review involving the commissioners and their staff. In view of the complex issues presented by an Ergen acquisition or an Ergen-directed transfer of control of LightSquared, FCC processing of the LightSquared application could well take one to one and a half years to review the change of control issue alone.[9]

(c) DISH, As Likely Stalking Horse, Further Complicates Ad Hoc Plan.

An FCC application seeking authority for DISH to acquire LightSquared would raise multiple issues that would require careful FCC consideration. Stanton Dodge, DISH's Executive Vice President, has acknowledged that when it comes to combining LightSquared's spectrum with DISH's existing spectrum, "[t]here are lots of hoops to jump through from a regulatory point of view."[10] It is a virtual certainty that multiple parties would oppose the application vigorously. Grant of this application would give DISH an interest in large swathes of spectrum that can be used to provide broadband services, including the terrestrial portion of LightSquared's spectrum; the terrestrial portion of the spectrum DISH acquired from TerreStar and DBSD; and 700 MHz spectrum a DISH affiliate acquired at auction. The FCC, not to mention the Department of Justice, would need to evaluate whether the consolidation of this spectrum in DISH's hands would have an anti-competitive impact in the broadband market. The FCC and the Department of Justice also would have to consider whether giving DISH control over the mobile satellite spectrum held by LightSquared and the mobile satellite spectrum formerly held by TerreStar and DBSD would give rise to undue concentration. In addition, given DISH's failure to construct network facilities using the S-band spectrum he acquired from

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[7] When DISH acquired TerreStar and DBSD, it sought reconfiguration of their spectrum. The FCC denied DISH's request to authorize this reconfiguration on a waiver basis, and it instead initiated a rulemaking proceeding to consider the changes DISH had proposed. *See Service Rules for Advanced Wireless Services in the 2000-2020 MHz and 2180-2200 MHz Bands*, Report and Order and Order of Proposed Modification, FCC 12-151 (Dec. 17, 2012) at ¶ 14. Based on this precedent, a rulemaking proceeding is the likely course of action for the FCC if DISH seeks to reconfigure LightSquared's spectrum and to reconfigure further the spectrum DISH acquired from TerreStar and DISH.

[8] For example, in the SoftBank-Sprint transaction, the FCC applications were filed on November 15, 2012, and the initial pleading cycle did not close until two and one-half months later, on February 1, 2013. The FCC subsequently extended the pleading cycle through February 25, 2013, which was more than three months from the date the applications were filed.

[9] For example, in large transactions in recent times that required FCC approval, the-filing-to closing period for Sirius-XM was 17 months; for Frontier-Verizon it was 14 months; for Comcast-NBCU it was 13 months; for AT&T-Qualcomm it also was 13 months; and for Qwest-CenturyLink it was 12 months.

[10] Communications Daily (Aug. 22, 2013) at 1.

TerreStar and DBSD, a DISH application would involve significant spectrum speculation and warehousing issues.

DISH's plan to reconfigure the uplink and downlink designations for LightSquared's spectrum and the spectrum DISH acquired from TerreStar and DBSD[11] adds a significant layer of complexity to the transfer application, in addition to the necessity of a separate rulemaking proceeding, as noted above. The FCC would need to address whether this plan would be the source of unacceptable interference to adjacent bands, including the GPS band, and would have to consider the impact of the plan on other users of LightSquared's spectrum, including Inmarsat and its Department of Defense customers.

(d) The Asset Purchase Agreement Contemplated By The Ad Hoc Plan Requires Consent of Entities Who Are Not Parties To The Sale.

Section 7.1(a) of the Asset Purchase Agreement requires, as a condition to funding, that the parties to the Asset Purchase Agreement obtain all consents and approvals required to assign that certain Inmarsat Cooperation Agreement to the purchaser. The assignment of the Inmarsat Cooperation Agreement is a critical part of the sale. However, two of the parties to the Inmarsat Cooperation Agreement, LightSquared Inc. and Inmarsat Global Limited, are not parties to the Asset Purchase Agreement or part of the Ad Hoc Plan (indeed, Inmarsat Global Limited is not even a debtor in these Chapter 11 Cases) and there is no assurance that the requisite consents and approvals to effectuate the assignment will be obtained. Moreover, the ability to obtain such consents and approvals is out of the control of the parties to the Asset Purchase Agreement. In contrast, the assignment of the Inmarsat Cooperation Agreement is not an issue in the Harbinger Plan.

(e) The Ad Hoc Plan Impermissibly Contemplates Significant Relief Under Section 365 of the Bankruptcy Code After the Effective Date.

Section 10.3(e) of the Ad Hoc Plan improperly authorizes the Bankruptcy Court to approve the sale of Ergen's assets and the assignment of his designated executory contracts to an "Alternative Purchaser" after the plan's effective date. In other words, the Ad Hoc Plan would permit Ergen, long after consummation of that plan and in the event he fails in his FCC change of control application, to invoke the Bankruptcy Court's jurisdiction for his sole benefit to authorize the "free and clear" sale of assets in which only he has an economic interest, as well as the assignment of executory contracts, to his hand-picked purchaser.

The Ad Hoc Plan cannot create bankruptcy court jurisdiction where none exists. The Court cannot retain jurisdiction for the sole benefit of Mr. Ergen to authorize and sanitize the transfer of assets where the estate has no interest. The only means to achieve such ongoing jurisdiction is for the LightSquared LP estate to retain the ability to repurchase the spectrum assets from Ergen at his cost plus interest at any time prior to the transfer of such assets to Ergen following FCC approval of his application. Harbinger understands that Ergen has refused such a structure.

[11] *See* Communications Daily (Aug. 22, 2013) at 1-3.

(f) The Ad Hoc Plan Cannot Provide For The Sale Of Assets Non-Ad Hoc Plan Debtor.

The Ad Hoc Plan impermissibly contemplates a sale of assets by Debtors that are not reorganized through the Ad Hoc Plan.

(g) DISH, the Presumptive Stalking Horse Purchaser, Is Not A Good Faith Purchaser.

DISH, the presumptive Ergen-designee and stalking horse purchaser under the Asset Purchaser Agreement as contemplated by the Ad Hoc Plan, has not acted in good faith during the pendency of these Chapter 11 Cases. Section 363(m) of the Bankruptcy Code requires that a purchaser of a debtor's assets must act in good faith for the Bankruptcy Court to approve the sale. Courts have held that misconduct including fraud, concealment of material facts, or other attempts to take grossly unfair advantage of other bidders destroys a purchaser's good faith.

As more fully described in Article III.D.3 of the General Disclosure Statement, on August 6, 2013, Harbinger commenced an adversary proceeding against DISH, Ergen and certain of their affiliates seeking the equitable disallowance of their claims in these Chapter 11 Cases, in addition to common law claims of fraud, tortious interference with prospective economic advantage, unfair competition and civil conspiracy ("Ergen Litigation").

Specifically, the plaintiffs allege that Ergen fraudulently infiltrated the senior-most tranche of LightSquared LP's capital structure, secretly amassing at significant discounts to par, based on knowing misrepresentations of fact, a position as the single largest holder of the Prepetition LP Facility Claims. In particular, Ergen purchased the debt through Sound Point -- a new investment vehicle created for this purpose, whose connection to Ergen was deliberately concealed for over a year, despite diligent inquiries. Ergen also disrupted Harbinger's efforts to negotiate a plan of reorganization with the Debtors' creditors by causing Sound Point to enter into binding commitments to purchase hundreds of millions of dollars of debt from existing lenders, but then refusing -- without justification or excuse, and contrary to settled industry practice -- to settle those trades. Ergen used these same "hung trades" as a mechanism to interfere with Harbinger's efforts to raise exit financing for the Debtors. The existing lenders with whom Ergen contracted, and whose trades he refused to close -- investment funds that were fully familiar with the Debtors and had extensive experience with the company and its long-term prospects -- were the very same investment funds that would have served as lenders in the Debtors' exit financing facility that would have allowed the Debtors to pay all of its creditors in full and in cash. Even absent the effects of Ergen's misconduct on Harbinger, the mere fact that Ergen succeeded in illegally purchasing LightSquared LP secured debt at a discount gives him an unfair advantage with respect to other bidders. Inasmuch as Ergen's bid does little more than pay himself back on the illegally purchased debt, Ergen improperly has achieved a lower cost of purchase than any other buyer who played by the rules.

Harbinger believes, based upon the facts alleged in the Ergen Litigation, that Ergen is not a good faith purchaser. The Claims and Interests asserted by Ergen against LightSquared LP are Disputed and will be paid in full in the consideration referred to in Article III hereof only if, and to the extent such Claims and Interests are Allowed pursuant to a Final Order of the Bankruptcy Court.

CONCLUSION

Harbinger respectfully submits that its plan maximizes the value of the Debtors' estates, provides for the Debtors' to achieve their goals of obtaining critical FCC relief and repaying all their creditors and preferred shareholders in full, and minimizes to the greatest possible extent the enormous risk and delay of approval of a change of control. For these reasons, Harbinger urges all creditors and shareholders entitled to vote to accept the Harbinger Plan.

Dated: August 30, 2013
New York, New York

By: */s/ David M. Friedman*
David M. Friedman
Adam L. Shiff
Daniel A. Fliman
Matthew B. Stein

KASOWITZ, BENSON, TORRES
& FRIEDMAN LLP
1633 Broadway
New York, New York 10019
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Attorneys for Harbinger Capital Partners LLC

EXHIBIT 6

From: Brian Boschee [mailto:bboschee@nevadafirm.com]
Sent: Monday, August 19, 2013 5:29 PM
To: Rugg, Jeffrey S. (JRugg@BHFS.com)
Cc: Mark Lebovitch; Jeremy Friedman; FrawleyB@sullcrom.com
Subject: Jacksonville v. Ergen, et al

Jeffrey,

Please let this email confirm our conversation as well as my understanding of the agreement reached earlier between Brian Frawley and Mark Lebovitch in New York with respect to the production of documents in this case. Our offices will provide you with requests for production of documents memorializing the documents that we will expect to receive should the Court grant our Motion on September 10, 2013. If the Court grants that Motion, the requested documents will be provided to us within seven (7) calendar days from the date of the Court's ruling (hopefully September 10 unless the Judge takes the matter under advisement). We are providing these document requests even though we will not have convened an early case conference pursuant to NRCP 16.1 due to the fact that you will not have responded to the Complaint prior to September 10.

Also, per your prior email, we will agree that if you accept service on behalf of the Defendants, we will allow you twenty (20) days from the date of the Court's decision on our Motion (again, hopefully September 10) to respond to the Complaint.

If anything in this email does not comport with counsels' recollection of the terms of the agreements discussed and ultimately agreed-upon, please let us know as soon as possible. We are submitting the stipulation to the Court this afternoon moving the hearing date to September 10 and setting the opposition and reply dates with respect to the Motion. As soon as that stipulation is signed by the Judge, we will circulate the Order.

Brian

EXHIBIT 7

DISH NETWORK CORP

FORM DEF 14A
(Proxy Statement (definitive))

Filed 03/22/13 for the Period Ending 05/02/13

Address	9601 S. MERIDIAN BLVD. ENGLEWOOD, CO 80112
Telephone	3037231000
CIK	0001001082
Symbol	DISH
SIC Code	4841 - Cable and Other Pay Television Services
Industry	Broadcasting & Cable TV
Sector	Services
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:
☐ Preliminary Proxy Statement
☐ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
☒ Definitive Proxy Statement
☐ Definitive Additional Materials
☐ Soliciting Material Pursuant to §240.14a-12

DISH Network Corporation
(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):
☒ No fee required.
☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
(1) Title of each class of securities to which transaction applies:
(2) Aggregate number of securities to which transaction applies:
(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):
(4) Proposed maximum aggregate value of transaction:
(5) Total fee paid:

☐ Fee paid previously with preliminary materials.
☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
(1) Amount Previously Paid:
(2) Form, Schedule or Registration Statement No.:
(3) Filing Party:
(4) Date Filed:

March 22, 2013

DEAR SHAREHOLDER:

It is a pleasure for me to extend to you an invitation to attend the 2013 Annual Meeting of Shareholders of DISH Network Corporation. The Annual Meeting will be held on May 2 , 2013, at 1:00 p.m., local time, at DISH Network's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

The enclosed Notice of 2013 Annual Meeting of Shareholders and Proxy Statement describe the proposals to be considered and voted upon at the Annual Meeting. During the Annual Meeting, we will also review DISH Network's operations and other items of general interest regarding the corporation.

We hope that all shareholders will be able to attend the Annual Meeting. Whether or not you plan to attend the Annual Meeting personally, it is important that you be represented. To ensure that your vote will be received and counted, please vote online, by mail or telephone, by following the instructions included with the proxy card.

On behalf of the Board of Directors and senior management, I would like to express our appreciation for your support and interest in DISH Network. I look forward to seeing you at the Annual Meeting.

CHARLES W. ERGEN
Chairman of the Board of Directors

NOTICE OF 2013 ANNUAL MEETING OF SHAREHOLDERS

TO THE SHAREHOLDERS OF DISH NETWORK CORPORATION:

The Annual Meeting of Shareholders of DISH Network Corporation will be held on May 2, 2013, at 1:00 p.m., local time, at our headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112, for the following purposes:

1. To elect nine directors to our Board of Directors;
2. To ratify the appointment of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2013;
3. To amend and restate our Employee Stock Purchase Plan; and
4. To consider and act upon any other business that may properly come before the Annual Meeting or any adjournment or postponement of the Annual Meeting.

You may vote on these matters in person or by proxy. Whether or not you plan to attend the Annual Meeting, we ask that you vote by one of the following methods to ensure that your shares will be represented at the meeting in accordance with your wishes:

- Vote online or by telephone, by following the instructions included with the proxy card; or
- Vote by mail, by completing and returning the enclosed proxy card in the enclosed addressed stamped envelope.

Only shareholders of record at the close of business on March 7, 2013 are entitled to notice of, and to vote at, the Annual Meeting or any adjournment or postponement of the meeting. This proxy statement and the proxy card were either made available to you online or mailed to you beginning on or about March 22, 2013.

By Order of the Board of Directors

R. STANTON DODGE
Executive Vice President, General Counsel and Secretary

March 22, 2013

PROXY STATEMENT
OF
DISH NETWORK CORPORATION

GENERAL INFORMATION

This Proxy Statement and the accompanying proxy card are being furnished to you in connection with the 2013 Annual Meeting of Shareholders (the "Annual Meeting") of DISH Network Corporation ("DISH Network," "we," "us," "our" or the "Corporation"). The Annual Meeting will be held on May 2, 2013, at 1:00 p.m., local time, at our headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

This Proxy Statement is being sent or provided on or about March 22, 2013, to holders of record at the close of business on March 7, 2013 (the "Record Date") of our Class A Common Stock (the "Class A Shares") and Class B Common Stock (the "Class B Shares").

Your proxy is being solicited by our Board of Directors (the "Board" or "Board of Directors"). It may be revoked by written notice given to our Secretary at our headquarters at any time before being voted. You may also revoke your proxy by submitting a proxy with a later date or by voting in person at the Annual Meeting. To vote online or by telephone, please refer to the instructions included with the proxy card. To vote by mail, please complete the accompanying proxy card and return it to us as instructed in the proxy card. Votes submitted online or by telephone or mail must be received by 11:59 p.m., Eastern Time, on May 1, 2013. Submitting your vote online or by telephone or mail will not affect your right to vote in person, if you choose to do so. Proxies that are properly delivered to us and not revoked before the closing of the polls during the Annual Meeting will be voted for the proposals described in this Proxy Statement in accordance with the instructions set forth on the proxy card. The Board is currently not aware of any matters proposed to be presented at the Annual Meeting other than the election of nine directors, the ratification of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2013, and the amendment and restatement of our Employee Stock Purchase Plan. If any other matter is properly presented at the Annual Meeting, the persons named in the accompanying proxy card will have discretionary authority to vote on that matter. Your presence at the Annual Meeting does not of itself revoke your proxy.

Attendance at the Meeting

All of our shareholders of record at the close of business on the Record Date, or their duly appointed proxies, may attend the Annual Meeting. Seating is limited, however, and admission to the Annual Meeting will be on a first-come, first-served basis. Registration and seating will begin at 12:30 p.m., local time, and the Annual Meeting will begin at 1:00 p.m., local time. Each shareholder may be asked to present a valid government issued photo identification confirming his or her identity as a shareholder of record, such as a driver's license or passport. Cameras, recording devices, and other electronic devices will not be permitted at the Annual Meeting.

If your shares are held by a broker, bank, or other nominee (often referred to as holding in "street name") and you desire to attend the Annual Meeting, you will need to bring a legal proxy or a copy of a brokerage or bank statement reflecting your share ownership as of the Record Date. All shareholders must check in at the registration desk at the Annual Meeting.

Securities Entitled to Vote

Shareholder of Record. If your shares are registered directly in your name with our transfer agent, Computershare Trust Company, N.A., you are considered the "shareholder of record," with respect to those shares. Shareholders of record receive this Proxy Statement and the accompanying 2012 Annual Report and the proxy card directly from us.

Beneficial Owner. If your shares are held in a stock brokerage account or by a bank or other nominee, you are considered the "beneficial owner" of shares held in street name. Your broker, bank or other nominee, who is considered with respect to those shares the shareholder of record, should have forwarded the Notice of Internet Availability of Proxy Materials to you. As the beneficial owner, you have the right to direct your broker, bank or other nominee on how to vote your shares by completing the voting instruction form.

Only shareholders of record at the close of business on the Record Date are entitled to notice of the Annual Meeting. Such shareholders may vote shares held by them at the close of business on the Record Date at the Annual Meeting. At the close of business on the Record Date, 214,868,520 Class A Shares and 238,435,208 Class B Shares were outstanding. Each of the Class A Shares is entitled to one vote per share on each proposal to be considered by our shareholders. Each of the Class B Shares is entitled to ten votes per share on each proposal to be considered by our shareholders.

Vote Required

In accordance with our Amended and Restated Articles of Incorporation (our "Articles of Incorporation"), the presence at the Annual Meeting, in person or by proxy, of the holders of a majority of the total voting power of all classes of our voting stock taken together shall constitute a quorum for the transaction of business at the Annual Meeting.

The affirmative vote of a plurality of the total votes cast for directors at the Annual Meeting is necessary to elect a director. No cumulative voting is permitted. The nine nominees receiving the highest number of votes cast "for" will be elected.

The affirmative vote of a majority of the voting power represented at the Annual Meeting is required to approve the ratification of the appointment of KPMG LLP as our independent registered public accounting firm and the amendment and restatement of our Employee Stock Purchase Plan. The total number of votes cast "for" will be counted for purposes of determining whether sufficient affirmative votes have been cast to approve the ratification of the appointment of KPMG LLP as our independent registered public accounting firm and the amendment and restatement of our Employee Stock Purchase Plan .

Abstentions from voting on a proposal by a shareholder at the Annual Meeting, as well as broker nonvotes, will be considered for purposes of determining the number of total votes present at the Annual Meeting. Abstentions will have the same effect as votes "against" the ratification of the appointment of KPMG LLP as our independent registered public accounting firm and the amendment and restatement of our Employee Stock Purchase Plan . However, abstentions will not be counted as "against" or "for" the election of directors. Broker nonvotes will not be considered in determining the election of directors, the ratification of the appointment of KPMG LLP as our independent registered public accounting firm or the amendment and restatement of our Employee Stock Purchase Plan .

Charles W. Ergen, our Chairman, currently possesses approximately 88.0% of the total voting power. Please see "Security Ownership of Certain Beneficial Owners and Management" below. Mr. Ergen has indicated his intention to vote: (1) for the election of each of the nine director nominees, (2) for the ratification of the appointment of KPMG LLP as our independent registered public accounting firm, and (3) for the amendment and restatement of our Employee Stock Purchase Plan. Accordingly, the election of each of the director nominees, the ratification of the appointment of KPMG LLP as our independent registered public accounting firm, and the amendment and restatement of our Employee Stock Purchase Plan, are assured notwithstanding a contrary vote by any or all shareholders other than Mr. Ergen.

Householding

We have adopted a procedure approved by the Securities and Exchange Commission ("SEC") called "householding." Under this procedure, service providers that deliver our communications to shareholders may deliver a single copy of our Annual Report, Proxy Statement or Notice of Internet Availability of Proxy Materials to multiple shareholders sharing the same address, unless one or more of these shareholders notifies us that they wish to continue receiving individual copies. Shareholders who participate in householding will continue to receive separate proxy cards. This householding procedure reduces our printing costs and postage fees.

We will deliver promptly upon written or oral request a separate copy of our Annual Report, Proxy Statement or Notice of Internet Availability of Proxy Materials, as applicable, to a shareholder at a shared address to which a single copy of the documents was delivered. Please notify Broadridge Financial Solutions at 51 Mercedes Way, Edgewood, NY 11717 or (800) 542-1061 to receive a separate copy of our Annual Report, Proxy Statement or Notice of Internet Availability of Proxy Materials.

If you are eligible for householding, but you and other shareholders with whom you share an address currently receive multiple copies of our annual reports, proxy statements and/or Notices of Internet Availability of Proxy Materials, or if you hold stock in more than one account, and in either case you wish to receive only a single copy of our Annual Report, Proxy Statement or Notice of Internet Availability of Proxy Materials for your household, please contact Broadridge Financial Solutions at the address or phone number provided above.

Our Mailing Address

Our mailing address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

PROPOSAL NO. 1 — ELECTION OF DIRECTORS

Nominees

Our shareholders will elect a board of nine directors at the Annual Meeting. Each of the directors is expected to hold office until the next annual meeting of our shareholders or until his or her respective successor shall be duly elected and qualified. The affirmative vote of a plurality of the total votes cast for directors is necessary to elect a director. This means that the nine nominees who receive the most votes will be elected to the nine open directorships even if they get less than a majority of the votes cast. Each nominee has consented to his or her nomination and has advised us that he or she intends to serve if elected. If at the time of the Annual Meeting one or more of the nominees have become unable to serve: (i) shares represented by proxies will be voted for the remaining nominees and for any substitute nominee or nominees; or (ii) the Board of Directors may, in accordance with our bylaws, reduce the size of the Board of Directors or may leave a vacancy until a nominee is identified.

The nominees for director are as follows:

Name	Age	First Became Director	Position with the Company
Joseph P. Clayton	63	2011	Director, President and Chief Executive Officer
James DeFranco	60	1980	Director and Executive Vice President
Cantey M. Ergen	57	2001	Director and Senior Advisor
Charles W. Ergen	60	1980	Chairman
Steven R. Goodbarn (1)	55	2002	Director
Gary S. Howard (1)	62	2005	Director
David K. Moskowitz	54	1998	Director and Senior Advisor
Tom A. Ortolf (1)	62	2005	Director
Carl E. Vogel	55	2005	Director and Senior Advisor

(1) Member of Audit, Compensation and Nominating Committees.

The following sets forth the business experience of each of the nominees over the last five years:

Joseph P. Clayton . Mr. Clayton has served on the Board since June 2011, and currently serves as our President and Chief Executive Officer. Mr. Clayton served as Chairman of Sirius Satellite Radio Inc. ("Sirius") from November 2004 through July 2008 and served as Chief Executive Officer of Sirius from November 2001 through November 2004. Prior to joining Sirius, Mr. Clayton served as President of Global Crossing North America, as President and Chief Executive Officer of Frontier Corporation and as Executive Vice President, Marketing and Sales - Americas and Asia, of Thomson S.A. Mr. Clayton previously served on the Board of Directors of Transcend Services, Inc. from 2001 until April 2012 and on the Board of Directors of EchoStar Corporation ("EchoStar") from October 2008 until June 2011. The Board concluded that Mr. Clayton should continue to serve on the Board due to, among other things, his experience in the radio broadcast and telecommunications industries, including his prior service with Sirius and Frontier Corporation.

James DeFranco. Mr. DeFranco is one of our Executive Vice Presidents and has been one of our vice presidents and a member of the Board since our formation. During the past five years he has held various executive officer and director positions with DISH Network and our subsidiaries. Mr. DeFranco co-founded DISH Network with Charles W. Ergen and Cantey M. Ergen in 1980. The Board concluded that Mr. DeFranco should continue to serve on the Board due to, among other things, his knowledge of DISH Network since its formation, particularly in sales and marketing.

Cantey M. Ergen. Mrs. Ergen has served on the Board since May 2001, is currently a Senior Advisor to us and has had a variety of operational responsibilities with us since our formation. Mrs. Ergen served as a member of the board of directors of Children's Hospital Colorado from 2001 to 2012, and is now an honorary lifetime member. Mrs. Ergen also served on the board of trustees of Children's Hospital Colorado Foundation from 2000 to 2001. Mrs. Ergen co-founded DISH Network with her husband, Charles W. Ergen, and James DeFranco, in 1980. The Board concluded that Mrs. Ergen should continue to serve on the Board due to, among other things, her knowledge of DISH Network since its formation and her service to us in a multitude of roles over the years.

Charles W. Ergen. Mr. Ergen serves as our executive Chairman and has been Chairman of the Board of Directors of DISH Network since its formation. During the past five years, Mr. Ergen has held various executive officer and director positions with DISH Network and our subsidiaries including the position of President and Chief Executive Officer from time to time. Mr. Ergen co-founded DISH Network with his wife, Cantey M. Ergen, and James DeFranco, in 1980. Mr. Ergen also serves as executive Chairman and Chairman of the Board of Directors of EchoStar and served as Chief Executive Officer of EchoStar from its formation in October 2007 until November 2009. Mr. Ergen also served as EchoStar's President from June 2008 until November 2009. The Board concluded that Mr. Ergen should continue to serve on the Board due to, among other things, his role as our co-founder and controlling shareholder and the expertise, leadership and strategic direction that he has contributed to us since our formation.

Steven R. Goodbarn. Mr. Goodbarn joined the Board in December 2002 and is a member of our Audit Committee, where he serves as our "audit committee financial expert," Compensation Committee, and Nominating Committee. Since July 2002, Mr. Goodbarn has served as director, President and Chief Executive Officer of Secure64 Software Corporation, a company he co-founded. Mr. Goodbarn was Chief Financial Officer of Janus Capital Corporation ("Janus") from 1992 until late 2000. During that time, he was a member of the executive committee and served on the board of directors of many Janus corporate and investment entities. Mr. Goodbarn is a CPA and spent 12 years at Price Waterhouse prior to joining Janus. The Board has determined that Mr. Goodbarn meets the independence and "audit committee financial expert" requirements of NASDAQ and SEC rules and regulations. Mr. Goodbarn served as a member of the board of directors of EchoStar from its formation in October 2007 until November 2008. The Board concluded that Mr. Goodbarn should continue to serve on the Board due to, among other things, his knowledge of DISH Network from his service as a director since 2002 and his expertise in accounting, auditing, finance and risk management that he brings to the Board, in particular in light of his background as a CPA and his prior experience serving as Chief Financial Officer of Janus.

Gary S. Howard. Mr. Howard joined the Board in November 2005 and is a member of our Audit Committee, Compensation Committee, and Nominating Committee. Mr. Howard has served on the board of directors of Interval Leisure Group, Inc., since August 2008. Mr. Howard served as Executive Vice President and Chief Operating Officer of Liberty Media Corporation from July 1998 to February 2004 as well as serving on Liberty Media Corporation's board of directors from July 1998 until January 2005. Additionally, Mr. Howard held several executive officer positions with companies affiliated with Liberty Media Corporation. The Board has determined that Mr. Howard meets the independence requirements of NASDAQ and SEC rules and regulations. The Board concluded that Mr. Howard should continue to serve on the Board due to, among other things, his knowledge of DISH Network from his service as a director since 2005 and his experience in the media and telecommunications industries, including his prior service with Liberty Media Corporation.

David K. Moskowitz. Mr. Moskowitz is one of our Senior Advisors and was an Executive Vice President as well as our Secretary and General Counsel until 2007. Mr. Moskowitz joined us in March 1990. He was elected to the Board in 1998. Mr. Moskowitz performs certain business functions for us and our subsidiaries from time to time. From October 2007 until May 2012, Mr. Moskowitz served as a member of the board of directors of EchoStar. The Board concluded that Mr. Moskowitz should continue to serve on the Board due to, among other things, his knowledge of DISH Network from his service as a director since 1998 and his business and legal expertise that he brings to the Board, in particular in light of his service as our General Counsel for 17 years.

Tom A. Ortolf. Mr. Ortolf joined the Board in May 2005 and is a member of our Audit Committee, Compensation Committee, and Nominating Committee. Mr. Ortolf has been the President of CMC, a privately held investment management firm, for nearly twenty years. The Board has determined that Mr. Ortolf meets the independence requirements of NASDAQ and SEC rules and regulations. Since October 2007, Mr. Ortolf has also served as a member of the board of directors of EchoStar. The Board concluded that Mr. Ortolf should continue to serve on the Board due to, among other things, his knowledge of DISH Network from his service as a director since 2005 and his investment and financial experience, in part as an executive with CMC, which brings to the Board insights into finance, business and risk management.

Carl E. Vogel. Mr. Vogel has served on the Board since May 2005 and is currently a Senior Advisor to us. He served as our President from September 2006 until February 2008 and served as our Vice Chairman from June 2005 until March 2009. From October 2007 until March 2009, Mr. Vogel served as the Vice Chairman of the board of directors of, and as a Senior Advisor to, EchoStar. From 2001 until 2005, Mr. Vogel served as the President and CEO of Charter Communications Inc. ("Charter"), a publicly-traded company providing cable television and broadband services to approximately six million customers. Prior to joining Charter, Mr. Vogel worked as an executive officer in various capacities for companies affiliated with Liberty Media Corporation. Mr. Vogel was one of our executive officers from 1994 until 1997, including serving as our President from 1995 until 1997. Mr. Vogel is also currently serving on the boards of directors of Shaw Communications, Inc., Sirius, Universal Electronics, Inc. and Ascent Media Corporation. The Board concluded that Mr. Vogel should continue to serve on the Board due to, among other things, his knowledge of DISH Network from his service as a director and officer and his experience in the telecommunications and related industries from his service over the years as a director or officer with a number of different companies in those industries.

Charles W. Ergen, our Chairman, currently possesses approximately 88.0% of the total voting power. Please see "Equity Security Ownership" below. Mr. Ergen has indicated his intention to vote in favor of Proposal No. 1. Accordingly, approval of Proposal No. 1 is assured notwithstanding a contrary vote by any or all shareholders other than Mr. Ergen.

The Board of Directors unanimously recommends a vote FOR the election of all of the nominees named herein (Item No. 1 on the enclosed proxy card).

CORPORATE GOVERNANCE MATTERS

Board of Directors and Committees and Selection Process

Our Board held eight meetings in 2012 and also took action by unanimous written consent on seven occasions during 2012. Each of our directors attended at least 75% of the aggregate of: (i) the total number of meetings of the Board held during the period in which he or she was a director, and (ii) the total number of meetings held by all committees of the Board on which he served. In addition, our non-employee directors held four executive sessions in 2012.

Directors are elected annually and serve until their successors are duly elected and qualified or their earlier resignation or removal. Officers serve at the discretion of the Board.

We are a "controlled company" within the meaning of the NASDAQ Marketplace Rules because more than 50% of our voting power is held by Charles W. Ergen, our Chairman. Mr. Ergen currently beneficially owns approximately 52.1% of our total equity securities and possesses approximately 88.0% of the total voting power. Mr. Ergen's beneficial ownership excludes 9,886,441 of Class A Shares issuable upon conversion of Class B Shares currently held by certain trusts established by Mr. Ergen for the benefit of his family. These trusts beneficially own approximately 4.4% of our total equity securities and possess approximately 3.8% of the total voting power. Please see "Equity Security Ownership" below. Therefore, we are not subject to the NASDAQ listing requirements that would otherwise require us to have: (i) a Board of Directors comprised of a majority of independent directors; (ii) compensation of our executive officers determined by a majority of the independent directors or a compensation committee composed solely of independent directors; and (iii) director nominees selected, or recommended for the Board's selection, either by a majority of the independent directors or a nominating committee composed solely of independent directors. Nevertheless, the Corporation has created an Executive Compensation Committee (the "Compensation Committee") and a Nominating Committee, in addition to an Audit Committee, all of which are composed entirely of independent directors. The charters of our Compensation, Audit, and Nominating Committees are available free of charge on our website at http://www.dish.com. The function and authority of these committees are described below:

Audit Committee . Our Board has established a standing Audit Committee in accordance with NASDAQ rules and Section 10A of the Securities Exchange Act of 1934 (the "Exchange Act") and related SEC rules and regulations. The Audit Committee operates under an Audit Committee Charter adopted by the Board. The principal functions of the Audit Committee are to: (i) select the independent registered public accounting firm and set their compensation; (ii) select the internal auditor; (iii) review and approve management's plan for engaging our independent registered public accounting firm during the year to perform non-audit services and consider what effect these services will have on the independence of our independent registered public accounting firm; (iv) review our annual financial statements and other financial reports that require approval by the Board; (v) oversee the integrity of our financial statements, our systems of disclosure and internal controls, and our compliance with legal and regulatory requirements; (vi) review the scope of our independent registered public accounting firm's audit plans and the results of their audits; and (vii) evaluate the performance of our internal audit function and independent registered public accounting firm.

The Audit Committee held nine meetings and took action by unanimous written consent on four occasions during 2012. The current members of the Audit Committee are Mr. Goodbarn, Mr. Howard and Mr. Ortolf, with Mr. Ortolf serving as Chairman of the Audit Committee and Mr. Goodbarn serving as our "audit committee financial expert". The Board has determined that each of these individuals meets the independence requirements of NASDAQ and SEC rules and regulations. The Board has also determined that each member of our Audit Committee is financially literate and that Mr. Goodbarn qualifies as an "audit committee financial expert" as defined by applicable SEC rules and regulations.

Compensation Committee . The Compensation Committee operates under a Compensation Committee Charter adopted by the Board. The principal functions of the Compensation Committee are, to the extent the Board deems necessary or appropriate, to: (i) make and approve all option grants and other issuances of DISH Network's equity securities to DISH Network's executive officers and Board members other than nonemployee directors; (ii) approve all other option grants and issuances of DISH Network's equity securities, and recommend that the full Board make and approve such grants and issuances; (iii) establish in writing all performance goals for performance-based compensation that together with other compensation to senior executive officers could exceed $1 million annually, other than standard stock incentive plan options that may be paid to DISH Network's executive officers, and certify achievement of such goals prior to payment; and (iv) set the compensation of Mr. Ergen, who is our Chairman. The Compensation Committee held seven meetings and took action by unanimous written consent on four occasions during 2012. The current members of the Compensation Committee are Mr. Goodbarn, Mr. Howard and Mr. Ortolf, with Mr. Goodbarn serving as Chairman of the Compensation Committee. The Board has determined that each of these individuals meets the independence requirements of NASDAQ and SEC rules and regulations.

Nominating Committee . The Nominating Committee operates under a Nominating Committee Charter adopted by the Board. The principal function of the Nominating Committee is to recommend independent director nominees for selection by the Board. The Nominating Committee held two meetings during 2012 and did not take action by written consent during 2012. The current members of the Nominating Committee are Mr. Goodbarn, Mr. Howard and Mr. Ortolf, with Mr. Howard serving as Chairman of the Nominating Committee. The Board has determined that each of these individuals meets the independence requirements of NASDAQ and SEC rules and regulations.

The Nominating Committee will consider candidates suggested by its members, other directors, senior management and shareholders as appropriate. No search firms or other advisors were retained to identify prospective nominees during the past fiscal year. The Nominating Committee has not adopted a written policy with respect to the consideration of candidates proposed by security holders or with respect to nominating anyone to our Board other than nonemployee directors. Director candidates, whether recommended by the Nominating Committee, other directors, senior management or shareholders are currently considered by the Nominating Committee and the Board, as applicable, in light of the entirety of their credentials, including but not limited to the following diverse factors: (i) their reputation and character; (ii) their ability and willingness to devote sufficient time to Board duties; (iii) their educational background; (iv) their business and professional achievements, experience and industry background; (v) their independence from management under listing standards and the Corporation's governance guidelines; and (vi) the needs of the Board and the Corporation.

Board Criteria . In considering whether to recommend a prospective nominee for selection by the Board, including candidates recommended by shareholders, the Nominating Committee does not assign specific weights to particular criteria and no particular criterion is necessarily applicable to all prospective nominees. However, DISH Network believes that the backgrounds and qualifications of the directors, considered as a group, should provide a diverse mix of experience, knowledge and abilities that will allow the Board to fulfill its responsibilities. The Nominating Committee recommends, if necessary, measures to be taken so that the Board reflects the appropriate balance of experience, knowledge and abilities required for the Board as a whole and contains at least the minimum number of independent directors required by applicable laws and regulations.

A shareholder who wishes to recommend a prospective nominee for the Board should notify the Corporation's Secretary or any member of the Nominating Committee in writing with whatever supporting material the shareholder considers appropriate. The Nominating Committee will also consider whether to nominate any person nominated by a shareholder pursuant to the provisions of the Corporation's bylaws relating to shareholder nominations. Communications can be directed to the Corporation's Secretary or any member of the Nominating Committee in accordance with the process described in *"Shareholder Communications"* below.

Board Leadership Structure. The Board currently separates the role of Chairman of the Board from the role of Chief Executive Officer, with Mr. Charles W. Ergen serving as Chairman and Mr. Joseph P. Clayton serving as President and Chief Executive Officer of DISH Network. Mr. Clayton is responsible for the day to day management of the Corporation and Mr. Ergen primarily identifies strategic priorities and leads the discussion and execution of strategy for DISH Network. We believe this leadership structure is appropriate for the Corporation and in the best interest of shareholders, among other reasons, because separating the Chairman and Chief Executive Officer roles allows us to efficiently develop and implement corporate strategy that is consistent with the Board's oversight role, while facilitating strong day-to-day executive leadership. Among other things, separation of these roles allows our Chief Executive Officer and other members of senior management to focus on our day-to-day business, while at the same time the Board is able to take advantage of the unique blend of leadership, experience and knowledge of our industry and business that Mr. Ergen brings to the role of Chairman in providing guidance to, and oversight of, management. In light of the separation of the role of Chairman of the Board from the role of Chief Executive Officer and Mr. Ergen's voting control, we believe that the creation of a lead independent director position is not necessary at this time.

The Board's Role in Risk Oversight

The Board has ultimate responsibility for oversight of the Corporation's risk management processes. The Board discharges this oversight responsibility through regular reports received from and discussions with senior management on areas of material risk exposure to the Corporation. These reports and Board discussions include, among other things, operational, financial, legal and regulatory, and strategic risks. Additionally, the Corporation's risk management processes are intended to identify, manage and control risks so that they are appropriate considering the Corporation's scope, operations and business objectives. The full Board (or the appropriate Committee in the case of risks in areas for which responsibility has been delegated to a particular Committee) engages with the appropriate members of senior management to enable its members to understand and provide input to, and oversight of, our risk identification, risk management and risk mitigation strategies. The Audit Committee also meets regularly in executive session without management present to, among other things, discuss the Corporation's risk management culture and processes. For example, as part of its charter, our Audit Committee is responsible for, among other things, discussing Corporation policies with respect to risk assessment and risk management, and reviewing contingent liabilities and risks that may be material to the Corporation. When a Committee receives a report from a member of management regarding areas of risk, the Chairman of the relevant Committee is expected to report on the discussion to the full Board to the extent necessary or appropriate. This enables the Board to coordinate risk oversight, particularly with respect to interrelated or cumulative risks that may involve multiple areas for which more than one Committee has responsibility. The Board or applicable Committee also has authority to engage external advisors as necessary.

Other Information about Our Board of Directors

Compensation Committee Interlocks and Insider Participation. The Compensation Committee is comprised solely of independent directors. The Compensation Committee members are Mr. Goodbarn, Mr. Howard and Mr. Ortolf. None of these individuals was an officer or employee of DISH Network at any time during the 2012 fiscal year. With the exception of those executive officers and directors who are also executive officers or directors of EchoStar, no executive officer or director of DISH Network served on the board of directors or compensation committee of any other entity that had one or more executive officers who served as a member of DISH Network's Board of Directors or its Compensation Committee during the 2012 fiscal year.

Annual Meeting Attendance. Although we do not have a policy with regard to Board members' attendance at our annual meetings of shareholders, all of our directors are encouraged to attend such meetings. All of our directors were in attendance at our 2012 annual meeting. We expect that all of our directors will attend our 2013 Annual Meeting.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, to the best of our knowledge, the beneficial ownership of our voting securities as of the close of business on the Record Date by: (i) each person known by us to be the beneficial owner of more than five percent of any class of our voting securities; (ii) each of our directors; (iii) our Chief Executive Officer, Chief Financial Officer and three other most highly compensated persons acting as one of our executive officers in 2012 (collectively, the "Named Executive Officers"); and (iv) all of our directors and executive officers as a group. Unless otherwise indicated, each person listed in the following table (alone or with family members) has sole voting and dispositive power over the shares listed opposite such person's name.

Name (1)	Amount and Nature of Beneficial Ownership	Percentage of Class
Class A Common Stock:		
Charles W. Ergen (2), (3)	231,108,004	52.1%
Cantey M. Ergen (4)	230,783,004	52.1%
Putnam Investments, LLC (5)	13,869,600	6.5%
BlackRock, Inc. (6)	13,324,801	6.2%
Dodge & Cox (7)	12,014,917	5.6%
James DeFranco (8)	4,576,027	2.1%
David K. Moskowitz (9)	944,352	*
Bernard L. Han (10)	671,752	*
Thomas A. Cullen (11)	505,841	*
Joseph P. Clayton (12)	371,617	*
Carl E. Vogel (13)	357,244	*
Gary S. Howard (14)	95,100	*
Tom A. Ortolf (15)	75,200	*
Steven R. Goodbarn (16)	20,000	*
Robert E. Olson (17)	10,537	*
All Directors and Executive Officers as a Group (16 persons) (18)	239,583,442	57.4%
Class B Common Stock:		
Charles W. Ergen	228,548,767	95.9%
Cantey M. Ergen	228,548,767	95.9%
Trusts (19)	9,886,441	4.1%
All Directors and Executive Officers as a Group (16 persons) (18)	228,548,767	95.9%

* Less than 1%.

(1) Except as otherwise noted below, the address of each such person is 9601 S. Meridian Blvd., Englewood, Colorado 80112. As of the close of business on the Record Date, there were 214,868,520 outstanding Class A Shares and 238,435,208 outstanding Class B Shares.

(2) Mr. Ergen is deemed to own beneficially all of the Class A Shares owned by his spouse, Cantey M. Ergen. Mr. Ergen's beneficial ownership includes: (i) 2,171,502 Class A Shares; (ii) 19,370 Class A Shares held in the Corporation's 401(k) Employee Savings Plan (the "401(k) Plan"); (iii) 325,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (iv) 235 Class A Shares held by Mrs. Ergen; (v) 1,810 Class A Shares held in the 401 (k) Plan by Mrs. Ergen; (vi) 14,320 Class A Shares held as custodian for Mr. Ergen's children; (vii) 27,000 Class A Shares held by a charitable foundation for which Mr. Ergen is an officer; and (viii) 228,548,767 Class A Shares issuable upon conversion of Mr. Ergen's Class B Shares. Mr. Ergen has sole voting and dispositive power with respect to 198,550,495 Class B Shares. Mr. Ergen's beneficial ownership of Class A Shares excludes 9,886,441 Class A Shares issuable upon conversion of Class B Shares held by certain trusts established by Mr. Ergen for the benefit of his family.

(3) Because each Class B Share is entitled to 10 votes per share, Mr. Ergen owns beneficially equity securities of the Corporation representing approximately 88.0% of the voting power of the Corporation (assuming no conversion of the Class B Shares and after giving effect to the exercise of Mr. Ergen's options that are either currently exercisable or may become exercisable within 60 days of the Record Date). Mr. Ergen's beneficial ownership includes: (i) 8,697,522 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Three-Year 2010 DISH GRAT; (ii) 10,205,737 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Four-Year 2010 DISH GRAT; and (iii) 11,095,013 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Five-Year 2010 DISH GRAT. Mr. Ergen's beneficial ownership excludes 9,886,441 Class A Shares issuable upon conversion of Class B Shares currently held by certain trusts established by Mr. Ergen for the benefit of his family. These trusts beneficially own approximately 4.4% of our total equity securities and possess approximately 3.8% of the total voting power.

(4) Mrs. Ergen beneficially owns all of the Class A Shares owned by her spouse, Mr. Ergen, except for 325,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

(5) The address of Putnam Investments, LLC ("Putnam Investments") is One Post Office Square, Boston, Massachusetts 02109. Of the Class A Shares beneficially owned, Putnam Investments has sole voting power as to 270,835 Class A Shares and sole dispositive power as to 13,869,600 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Putnam Investment with the SEC on February 14, 2013.

(6) The address of BlackRock, Inc. ("BlackRock") is 40 East 52 nd Street, New York, New York 10022. BlackRock has sole voting and dispositive power as to all of the 13,324,801 Class A Shares beneficially owned by it. The foregoing information is based solely upon a Schedule 13G filed by BlackRock with the SEC on February 6, 2013.

(7) The address of Dodge & Cox is 555 California Street, 40 th Floor, San Francisco, California 94104. Of the Class A Shares beneficially owned, Dodge & Cox has sole voting power as to 11,257,705 Class A Shares and sole dispositive power as to 12,014,917 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Dodge & Cox with the SEC on February 13, 2013.

(8) Mr. DeFranco's beneficial ownership includes: (i) 1,129,438 Class A Shares; (ii) 19,370 Class A Shares held in the 401(k) Plan; (iii) 210,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (iv) 50,000 Class A Shares held by Mr. DeFranco in an irrevocable trust for the benefit of his children and grandchildren; (v) 12,160 Class A Shares held by Mr. DeFranco as custodian for his children; (vi) 1,250,000 Class A Shares controlled by Mr. DeFranco as general partner of a limited partnership; and (vii) 1,905,059 Class A Shares held by Mr. DeFranco as a general partner of a different limited partnership.

(9) Mr. Moskowitz's beneficial ownership includes: (i) 127,779 Class A Shares; (ii) 18,561 Class A Shares held in the 401(k) Plan; (iii) 760,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (iv) 1,328 Class A Shares held as custodian for his children; (v) 8,184 Class A Shares held as trustee for Mr. Ergen's children; and (vi) 28,500 Class A Shares held by a charitable foundation for which Mr. Moskowitz is a member of the board of directors.

(10) Mr. Han's beneficial ownership includes: (i) 5,911 Class A Shares; (ii) 841 Class A Shares held in the 401(k) Plan; and (iii) 665,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

(11) Mr. Cullen's beneficial ownership includes: (i) 841 Class A Shares held in the 401(k) Plan; and (ii) 505,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

(12) Mr. Clayton's beneficial ownership includes: (i) 21,477 Class A Shares; (ii) 140 Class A Shares held in the 401(k) Plan; and (iii) 350,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

(13) Mr. Vogel's beneficial ownership includes: (i) 10,165 Class A Shares (including 10,000 shares held in an account that is subject to a margin loan); (ii) 1,094 Class A Shares held in the 401(k) Plan; and (iii) 345,985 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

(14) Mr. Howard's beneficial ownership includes: (i) 74,500 Class A Shares; (ii) 100 Class A Shares owned by his spouse; (iii) 5,500 Class A Shares held by a charitable foundation for which Mr. Howard is an officer and a member of the

board of directors; and (iv) 15,000 Class A Shares subject to nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

(15) Mr. Ortolf's beneficial ownership includes: (i) 15,000 Class A Shares subject to nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (ii) 200 Class A Shares held in the name of one of his children; and (iii) 60,000 Class A Shares held by a partnership of which Mr. Ortolf is a partner and that are held as collateral for a margin account.

(16) Mr. Goodbarn's beneficial ownership includes: (i) 5,000 Class A Shares; and (ii) 15,000 Class A Shares subject to nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

(17) Mr. Olson's beneficial ownership includes: (i) 537 Class A Shares held in the 401(k) Plan; and (ii) 10,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

(18) Includes: (i) 3,552,380 Class A Shares; (ii) 67,205 Class A Shares held in the 401(k) Plan; (iii) 4,046,239 Class A Shares subject to employee and nonemployee director stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; (iv) 3,215,059 Class A Shares held in a partnership; (v) 228,548,767 Class A Shares issuable upon conversion of Class B Shares; (vi) 92,692 Class A Shares held in the name of, or in trust for, children and other family members; (vii) 61,000 Class A Shares held by charitable foundations; and (viii) 100 Class A Shares held by a spouse. Class A Shares and Class B Shares beneficially owned by both Mr. and Mrs. Ergen are only included once in calculating the aggregate number of shares owned by directors and executive officers as a group.

(19) Held by certain trusts established by Mr. Ergen for the benefit of his family.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act requires our directors, executive officers and holders of more than 10% of our common stock to file reports with the SEC regarding their ownership and changes in ownership of our equity securities. We believe that during 2012, our directors, executive officers and 10% shareholders complied with all Section 16(a) filing requirements, with the exception of the inadvertent late filing of one Form 4 by Mr. Roger Lynch, which related to a single transaction. In making these statements, we have relied upon examination of copies of Forms 3, 4 and 5 provided to us and the written representations of our directors and officers.

COMPENSATION DISCUSSION AND ANALYSIS

~~This Compensation Discussion and Analysis addresses our compensation objectives and policies for our Named Executive Officers, or NEOs,~~ the elements of NEO compensation and the application of those objectives and policies to each element of fiscal 2012 compensation for our NEOs.

This Compensation Discussion and Analysis contains information regarding company performance targets and goals for our executive compensation program. These targets and goals were disclosed to provide information on how executive compensation was determined in 2012 but are not intended to be estimates of future results or other forward-looking guidance. We caution investors against using these targets and goals outside of the context of their use in our executive compensation program as described herein.

Overall Compensation Program Objectives and Policies

Compensation Philosophy

DISH Network's executive compensation program is guided by the following key principles:

- Attraction, retention and motivation of executive officers over the long-term;
- Recognition of individual performance;
- Recognition of the achievement of company-wide performance goals; and
- Creation of shareholder value by aligning the interests of management and DISH Network's shareholders through equity incentives.

General Compensation Levels

The total direct compensation opportunities, both base salaries and long-term incentives, offered to DISH Network's NEOs have been designed to ensure that they are competitive with market practice, support DISH Network's executive recruitment and retention objectives, reward individual and company-wide performance and contribute to DISH Network's long-term success by aligning the interests of its executive officers and shareholders.

The Compensation Committee, without Mr. Ergen present, determines Mr. Ergen's compensation. Mr. Ergen recommends to the Board of Directors, but the Board of Directors ultimately approves, the base compensation of DISH Network's other NEOs. The Compensation Committee has made and approved grants of options and other equity-based compensation to DISH Network's NEOs, and established in writing performance goals for any performance-based compensation that together with other compensation to any of DISH Network's NEOs could exceed $1 million annually. The Compensation Committee has also certified achievement of those performance goals prior to payment of performance-based compensation.

In determining the actual amount of each NEO's compensation, the Compensation Committee reviews the information described in "Compilation of Certain Proxy Data" below, the Compensation Committee's subjective performance evaluation of the individual's performance (after reviewing Mr. Ergen's recommendations with respect to the NEOs other than himself), the individual's success in achieving individual and company-wide goals, whether the performance goals of any short-term or long-term incentive plans were met and the payouts that would become payable upon achievement of those performance goals, equity awards previously granted to the individual, and equity awards that would be normally granted upon a promotion in accordance with DISH Network's policies for promotions. The Compensation Committee and the Board of Directors have also considered the extent to which individual extraordinary efforts of each of DISH Network's NEOs resulted in tangible increases in corporate, division or department success when setting base cash salaries and short term incentive compensation.

Furthermore, the Compensation Committee also makes a subjective determination as to whether an increase should be made to Mr. Ergen's compensation based on its evaluation of Mr. Ergen's contribution to the success of DISH Network, whether the performance goals of any short-term or long-term incentive plans were met, the respective payouts that would become payable to Mr. Ergen upon achievement of those performance goals, the respective options and other stock awards currently held by Mr. Ergen and whether such awards are sufficient to retain Mr. Ergen.

This approach to general compensation levels is not formulaic and the weight given to any particular factor in determining a particular NEO's compensation depends on the subjective consideration of all factors described above in the aggregate.

With respect to incentive compensation, DISH Network attempts to ensure that each NEO has equity incentives at any given time that are significant in relation to such individual's annual cash compensation to ensure that each of DISH Network's NEOs has appropriate incentives tied to the performance of DISH Network's Class A Shares. Therefore, DISH Network may grant more options to one particular NEO in a given year if a substantial portion of the NEO's equity incentives are vested and the underlying stock is capable of being sold. In addition, if an NEO recently received a substantial amount of equity incentives, DISH Network may not grant any equity incentives to that particular NEO.

Compilation of Certain Proxy Data

In connection with the approval process for DISH Network's executive officer compensation, the Board of Directors and the Compensation Committee had management prepare a compilation of the compensation components for the NEOs of companies selected by the Compensation Committee, as disclosed in their respective publicly-filed proxy statements (the "Proxy Data"). These surveyed companies included: The DirecTV Group, Inc., Comcast Corporation, Time Warner Cable Inc., Charter Communications, Inc., Liberty Global, Inc., Verizon Communications, Inc., CenturyLink, Inc., and Level 3 Communications, Inc. The Proxy Data, along with other information obtained by members of the Compensation Committee from media reports, such as newspaper or magazine articles or other generally available sources related to executive compensation, and from corporate director events attended by members of the Compensation Committee, is used solely as a subjective frame of reference, rather than a basis for benchmarking compensation for DISH Network's NEOs. The Compensation Committee and Board of Directors do not utilize a formulaic or standard, formalized benchmarking level or element in tying or otherwise setting DISH Network's executive compensation to that of other companies. Generally, DISH Network's overall compensation lags behind competitors in the area of base pay, severance packages, and short-term incentives and may be competitive over time in equity compensation. If DISH Network's stock performance substantially outperforms similar companies, executive compensation at DISH Network could exceed that at similar companies. Barring significant increases in the stock price, however, DISH Network's compensation levels generally lag its peers.

Deductibility of Compensation

Section 162(m) of the U.S. Internal Revenue Code (the "Code") places a limit on the tax deductibility of compensation in excess of $1 million paid to certain "covered employees" of a publicly held corporation (generally, the corporation's chief executive officer and its next three most highly compensated executive officers (other than the chief financial officer) in the year that the compensation is paid). This limitation applies only to compensation that is not considered performance-based under the Section 162(m) rules. The Compensation Committee conducts an ongoing review of DISH Network's compensation practices for purposes of obtaining the maximum continued deductibility of compensation paid consistent with DISH Network's existing commitments and ongoing competitive needs. However, nondeductible compensation in excess of this limitation may be paid.

Use of Compensation Consultants

No compensation consultants were retained by the Corporation, the Board of Directors or the Compensation Committee to either evaluate or recommend the setting of executive compensation during the past fiscal year.

Implementation of Executive Compensation Program Objectives and Policies

Weighting and Selection of Elements of Compensation

As described in "General Compensation Levels" above, neither the Board of Directors nor the Compensation Committee has in the past assigned specific weights to any factors considered in determining compensation, and none of the factors are more dispositive than others.

Elements of Executive Compensation

The primary components of DISH Network's executive compensation program have included:

- base cash salary;
- ~~short-term incentive compensation, including conditional and/or performance-based cash incentive compensation and discretionary bonuses;~~
- long-term equity incentive compensation in the form of stock options and restricted stock units offered under DISH Network's stock incentive plans;
- 401(k) plan; and
- other compensation, including perquisites and personal benefits and post-termination compensation.

These elements combine to promote the objectives and policies described above. Base salary, 401(k) benefits and other benefits and perquisites provided generally to DISH Network employees provide a minimum level of compensation for our NEOs. Short-term incentives reward individual performance and achievement of annual goals important to DISH Network. Long-term equity-incentive compensation aligns NEO compensation directly with the creation of long-term shareholder value and promotes retention.

DISH Network has not required that a certain percentage of an executive's compensation be provided in one form versus another. However, the Compensation Committee's goal is to award compensation that is reasonable in relation to DISH Network's compensation program and objectives when all elements of potential compensation are considered. Each element of DISH Network's historical executive compensation and the rationale for each element is described below.

Base Cash Salary

DISH Network has traditionally included salary in its executive compensation package under the belief that it is appropriate that some portion of the compensation paid to its executives be provided in a form that is fixed and liquid occurring over regular intervals. Generally, for the reasons discussed in "Long-Term Equity Incentive Compensation," DISH Network has weighted overall compensation towards equity components as opposed to base salaries. The Compensation Committee and the Board of Directors have traditionally been free to set base salary at any level deemed appropriate and typically review base salaries once annually. Any increases or decreases in base salary on a year-over-year basis have usually been dependent on a combination of the following factors:

- the Compensation Committee's and the Board of Directors' respective assessment of DISH Network's overall financial and business performance;
- the performance of the NEO's business unit;
- the NEO's individual contributions to DISH Network; and
- the rate of DISH Network's standard annual merit increase for employees who are performing at a satisfactory level.

Short-Term Incentive Compensation

This compensation program, if implemented for a particular year, generally provides for a bonus that is linked to annual performance as determined by the Compensation Committee at the beginning of each fiscal year when it establishes the short-term incentive plan for that year. The objective of the short-term incentive plan is to compensate NEOs in significant part based on the achievement of specific annual goals that the Compensation Committee believes will create an incentive to maximize long-term shareholder value. This compensation program also permits short-term incentive compensation to be awarded in the form of discretionary cash bonuses based on individual performance during the year.

During 2012, the Board of Directors and the Compensation Committee elected not to implement a short-term incentive program. The decision not to implement a short-term incentive program during 2012 was made based upon, among other things, the adoption of the 2008 Long Term Incentive Plan, or 2008 LTIP. The 2008 LTIP is discussed below.

Long-Term Equity Incentive Compensation

DISH Network has traditionally operated under the belief that executive officers will be better able to contribute to its long-term success and help build incremental shareholder value if they have a stake in that future success and value. DISH Network has stated it believes this stake focuses the executive officers' attention on managing DISH Network as owners with equity positions in DISH Network and aligns their interests with the long-term interests of DISH Network's shareholders. Equity awards therefore have represented an important and significant component of DISH Network's compensation program for executive officers. DISH Network has attempted to create general incentives with its standard stock option grants and conditional incentives through conditional awards that may include payouts in cash or equity.

General Equity Incentives

With respect to equity incentive compensation, DISH Network attempts to ensure that each NEO has equity incentives at any given time that are significant in relation to such individual's annual cash compensation to ensure that each of DISH Network's NEOs has appropriate incentives tied to the performance of DISH Network's Class A Shares. Therefore, DISH Network may grant more options to one particular NEO in a given year if a substantial portion of the NEO's equity incentives are vested and the underlying stock is capable of being sold. In addition, if an NEO recently received a substantial amount of equity incentives, DISH Network may not grant any equity incentives to that particular NEO. In particular, in granting awards for 2012, the Compensation Committee took into account, among other things, the amount necessary to retain our executive officers and that our executive officers had been granted options under the 2008 LTIP.

In granting equity incentive compensation, the Compensation Committee also takes into account whether the NEO has been promoted in determining whether to award equity awards to that individual. Finally, from time to time, the Compensation Committee may award one-time equity awards based on a number of subjective criteria, including the NEO's position and role in DISH Network's success and whether the NEO made any exceptional contributions to DISH Network's success.

To aid in our retention of employees, options granted under DISH Network's stock incentive plans generally vest at the rate of 20% per year and have exercise prices not less than the fair market value of DISH Network's Class A Shares on the date of grant or the last trading day prior to the date of grant (if the date of grant is not a trading day). Other than performance-based awards such as those granted under the 2005 LTIP, 2008 LTIP or those granted to Messrs. Ergen, Clayton, Cullen, and Han, DISH Network's standard form of option agreement given to executive officers has included acceleration of vesting upon a change in control of DISH Network for those executive officers that are terminated by DISH Network or the surviving entity, as applicable, for any reason other than for cause during the twenty-four month period following such change in control.

The principal provisions of our equity incentive plans, and certain material equity incentive grants under such plans, are summarized below. This summary and the features of these equity incentive plans and grants are set forth below, do not purport to be complete and are qualified in their entirety by reference to the provisions of the specific equity incentive plan or grant.

Practices Regarding Grant of Equity Incentives

Prior to 2013, DISH Network generally awarded equity incentives as of the last day of each calendar quarter and set exercise prices at not less than the fair market value of Class A Shares on the date of grant or the last trading day prior to the date of grant (if the last day of the calendar quarter is not a trading day). Beginning April 1, 2013, DISH Network plans to generally award equity incentives as of the first day of each calendar quarter and will set exercise prices at not less than the fair market value of Class A Shares on the date of grant or the last trading day prior to the date of grant (if the date of grant is not a trading day).

2009 Stock Incentive Plan

We have adopted an employee stock incentive plan, which we refer to as the 2009 Stock Incentive Plan. The purpose of the 2009 Stock Incentive Plan is to provide incentives to attract and retain executive officers and other key employees. Awards available to be granted under the 2009 Stock Incentive Plan include: (i) stock options; (ii) stock appreciation rights; (iii) restricted stock and restricted stock units; (iv) performance awards; (v) dividend equivalents; and (vi) other stock-based awards.

Class B Chairman Stock Option Plan

We have adopted a Class B Chairman stock option plan, which we refer to as the 2002 Class B Chairman Stock Option Plan. The purpose of the 2002 Class B Chairman Stock Option Plan is to promote the interests of DISH Network and its subsidiaries by aiding in the retention of Charles W. Ergen, the Chairman of DISH Network, who our Board of Directors believes is crucial to assuring our future success, to offer Mr. Ergen incentives to put forth maximum efforts for our future success and to afford Mr. Ergen an opportunity to acquire additional proprietary interests in DISH Network. Mr. Ergen abstained from our Board of Directors' vote on this matter. Awards available to be granted under the 2002 Class B Chairman Stock Option Plan include nonqualified stock options and dividend equivalent rights with respect to DISH Network's Class B Shares.

Employee Stock Purchase Plan

We have adopted an employee stock purchase plan, which we refer to as our ESPP. The purpose of the ESPP is to provide our eligible employees with an opportunity to acquire a proprietary interest in us by the purchase of our Class A Shares. All full-time employees who are employed by DISH Network for at least one calendar quarter are eligible to participate in the ESPP. Employee stock purchases are made through payroll deductions. Under the terms of the ESPP, employees are not permitted to deduct an amount that would permit such employee to purchase our capital stock in an amount that exceeds $25,000 in fair market value of capital stock in any one year. The ESPP is intended to qualify under Section 423 of the Code and thereby provide participating employees with an opportunity to receive certain favorable income tax consequences as to stock purchased under the ESPP. On February 11, 2013, our Board adopted an amendment and restatement of the ESPP, which is subject to approval by our shareholders at the Annual Meeting. The proposed amendment and restatement of the ESPP would increase the number of Class A Shares that may be purchased under the ESPP from 1,800,000 to 2,800,000.

2005 Long-Term Incentive Plan

During January 2005, DISH Network adopted the 2005 Long-Term Incentive Plan, or 2005 LTIP, within the terms of DISH Network's 1999 Stock Incentive Plan. The purpose of the 2005 LTIP is to promote DISH Network's interests and the interests of its shareholders by providing key employees with financial rewards through equity participation upon achievement of DISH Network reaching the milestone of 15 million direct broadcast satellite ("DBS") subscribers. The employees eligible to participate in the 2005 LTIP include DISH Network's executive officers, vice presidents, directors and certain other key employees designated by the Compensation Committee. Awards under the 2005 LTIP consist of a one-time grant of: (a) an option to acquire a specified number of shares priced at the market value as of the last day of the calendar quarter in which the option was granted or the last trading day prior to the date of grant (if the last day of the calendar quarter is not a trading day) ; (b) rights to acquire for no additional consideration a specified smaller number of DISH Network's Class A Shares; or (c) in some cases, a corresponding combination of a lesser number of option shares and such rights to acquire DISH Network's Class A Shares. The options and rights vest in 10% increments on each of the first four anniversaries of the date of grant and then at the rate of 20% per year thereafter; provided, however, that none of the options or rights shall be exercisable until DISH Network reaches the milestone of 15 million DBS subscribers. The performance goal under the 2005 LTIP was not achieved in 2012. Mr. Ergen has 900,000 stock options under the 2005 LTIP that were granted on September 30, 2005. Mr. Han has 90,000 stock options and 30,000 restricted stock units under the 2005 LTIP that were granted on September 30, 2006. Mr. Cullen has 60,000 restricted stock units under the 2005 LTIP that were granted on December 31, 2006. Mr. Clayton and Mr. Olson do not have any awards under the 2005 LTIP.

2008 Long-Term Incentive Plan

During December 2008, DISH Network adopted the 2008 LTIP, within the terms of our 1999 Stock Incentive Plan. After the expiration of the 1999 Stock Incentive Plan on April 16, 2009, awards under the 2008 LTIP to new employee hires or employees who are promoted have been granted pursuant to the 2009 Stock Incentive Plan. The purpose of the 2008 LTIP is to promote DISH Network's interests and the interests of its shareholders by providing key employees with financial rewards through equity participation upon achievement of a specified long-term cumulative free cash flow goal while maintaining a specified long-term DBS subscriber threshold. The employees eligible to participate in the 2008 LTIP include DISH Network's executive officers, vice presidents, directors and certain other key employees designated by the Compensation Committee. Awards under the 2008 LTIP consist of a one-time grant of: (a) an option to acquire a specified number of shares priced at the market value as of the last day of the calendar quarter in which the option was granted or the last trading day prior to the date of grant (if the last day of the calendar quarter is not a trading day); (b) rights to acquire for no additional consideration a specified smaller number of DISH Network's Class A Shares; or (c) in some cases, a corresponding combination of a lesser number of option shares and such rights to acquire DISH Network's Class A Shares. Under the 2008 LTIP, the cumulative free cash flow goals and the total net DBS subscriber threshold are measured on the last day of each calendar quarter commencing on March 31, 2009 and continuing through and including December 31, 2015. As of July 1, 2012, we no longer granted awards under the 2008 LTIP.

In the event that a cumulative free cash flow goal is achieved and the total net DBS subscriber threshold is met as of the last day of any such calendar quarter: (i) the applicable cumulative free cash flow goal will be retired; and (ii) the corresponding increment of the option/restricted stock unit will vest and shall become exercisable contemporaneous with filing of the Form 10-Q or Form 10-K for that quarter or year, as applicable, in accordance with the following schedule (for those employees that received equity awards under the 2008 LTIP before April 1, 2009):

Cumulative Free Cash Flow Goals	Total Net DBS Subscriber Threshold	Cumulative Vesting Schedule
$1 billion	13 Million	10%
$2 billion	13 Million	25%
$3 billion	13 Million	45%
$4 billion	13 Million	70%
$5 billion	13 Million	100%

Employees who were granted equity awards after April 1, 2009 under the 2008 LTIP received a reduced number of options to acquire DISH Network's Class A Shares relative to the amounts that were granted to employees at the same level prior to April 1, 2009; such shares are subject to a vesting schedule that varies based upon the date on which such awards are granted.

Mr. Ergen was granted 900,000 stock options under the 2008 LTIP on December 31, 2008. Messrs. Han and Cullen were each granted 300,000 stock options under the 2008 LTIP on December 31, 2008. Mr. Olson was granted 240,000 stock options under the 2008 LTIP on June 30, 2009 in connection with the commencement of his employment. Mr. Clayton does not have any awards under the 2008 LTIP. During 2009, we generated cumulative free cash flow in excess of $1 billion while also maintaining 13 million DBS subscribers which resulted in the vesting of approximately 10% of the 2008 LTIP stock awards. Accordingly, the $1 billion cumulative free cash flow goal under the 2008 LTIP was retired. During 2011, we generated cumulative free cash flow in excess of $3 billion while also maintaining 13 million DBS subscribers, which resulted in the cumulative vesting of approximately 45% of the 2008 LTIP stock awards during 2011. Accordingly, the $2 billion and $3 billion cumulative free cash flow goals under the 2008 LTIP were retired. During 2012, we generated cumulative free cash flow in excess of $4 billion while also maintaining 13 million DBS subscribers, which resulted in the cumulative vesting of approximately 70% of the 2008 LTIP stock awards during 2012. Accordingly, the $4 billion cumulative free cash flow goal under the 2008 LTIP was retired.

2010 Equity Incentives to Messrs. Cullen and Han

During 2010, based on Mr. Ergen's subjective evaluation of Messrs. Cullen's and Han's respective contributions to the Corporation's performance and to align their interests with the long-term interests of DISH Network's shareholders, Mr. Ergen recommended, and the Compensation Committee agreed, to grant each of Messrs. Cullen and Han 200,000 restricted stock units (RSUs) and an option to purchase 600,000 shares of Class A Shares, with such awards vesting incrementally before June 30, 2020 according to the following vesting schedules. Although he is not an NEO for the year ended December 31, 2012, R. Stanton Dodge, our Executive Vice President, General Counsel and Secretary, also received the same grant of options and RSUs as Messrs. Cullen and Han.

Fifty percent (50%) of the option and RSU awards granted to Messrs. Cullen, Han and Dodge vest based upon achieving the following specified cumulative free cash flow goals while achieving and maintaining a minimum threshold of 15,250,000 total net subscribers:

Cumulative Free Cash Flow Goals	Number of Options Vesting	Number of RSUs Vesting
$250 million	15,000	5,000
$500 million	15,000	5,000
$750 million	15,000	5,000
$1 billion	15,000	5,000
$1.25 billion	15,000	5,000
$1.5 billion	15,000	5,000
$1.75 billion	15,000	5,000
$2 billion	15,000	5,000
$2.25 billion	15,000	5,000
$2.5 billion	15,000	5,000
$2.75 billion	15,000	5,000
$3 billion	15,000	5,000
$3.25 billion	15,000	5,000
$3.5 billion	15,000	5,000
$3.75 billion	15,000	5,000
$4 billion	15,000	5,000
$4.25 billion	15,000	5,000
$4.5 billion	15,000	5,000
$4.75 billion	15,000	5,000
$5 billion	15,000	5,000

In the event that the total net subscriber threshold is met and a cumulative free cash flow goal is achieved as of the last day of a given calendar quarter: (i) the applicable cumulative free cash flow goal(s) will be retired; and (ii) the corresponding increment(s) of the option or RSU awards will vest and shall become exercisable contemporaneously with the filing of the Corporation's Form 10-Q or Form 10-K for that quarter or year, as applicable, with the SEC.

The other fifty percent (50%) of the option and RSU awards granted to Messrs. Cullen, Han and Dodge vest based upon achieving the following specified total net subscriber goals while achieving and maintaining the specified cumulative free cash flow goal:

Cumulative Free Cash Flow Goals	Total Net Subscriber Goals	Number of Options Vesting	Number of RSUs Vesting
$250 million	15,250,000	15,000	5,000
$500 million	15,500,000	15,000	5,000
$750 million	15,750,000	15,000	5,000
$1 billion	16,000,000	15,000	5,000
$1.25 billion	16,250,000	15,000	5,000
$1.5 billion	16,500,000	15,000	5,000
$1.75 billion	16,750,000	15,000	5,000
$2 billion	17,000,000	15,000	5,000
$2.25 billion	17,250,000	15,000	5,000
$2.5 billion	17,500,000	15,000	5,000
$2.75 billion	17,750,000	15,000	5,000
$3 billion	18,000,000	15,000	5,000
$3.25 billion	18,250,000	15,000	5,000
$3.5 billion	18,500,000	15,000	5,000
$3.75 billion	18,750,000	15,000	5,000
$4 billion	19,000,000	15,000	5,000
$4.25 billion	19,250,000	15,000	5,000
$4.5 billion	19,500,000	15,000	5,000
$4.75 billion	19,750,000	15,000	5,000
$5 billion	20,000,000	15,000	5,000

In the event that the cumulative free cash flow goal is met (or has already been retired and continues to be met) and a total net subscriber goal is achieved as of the last day of any such calendar quarter: (i) the applicable total net subscriber goal(s) will be retired; and (ii) the corresponding increment of the option or RSU awards will vest and shall become exercisable contemporaneously with the filing of the Corporation's Form 10-Q or Form 10-K for that quarter or year, as applicable, with the SEC.

For purposes of the total net subscriber goal and total net subscriber threshold under these equity incentive grants, the calculation of "subscribers" is a formula that takes into account, among other things, DBS subscribers, broadband subscribers, and certain subscribers from other lines of business.

2011 Equity Incentives to Mr. Ergen

During 2011, the Compensation Committee determined that Mr. Ergen should receive a grant of options to purchase 1,200,000 of the Corporation's Class A Shares, with such award vesting incrementally before June 30, 2021 according to the following vesting schedules.

Fifty percent (50%) of the option awards granted to Mr. Ergen vest based upon achieving the following specified cumulative free cash flow goals while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers:

Cumulative Free Cash Flow Goals	Number of Options Vesting
$250 million	30,000
$500 million	30,000
$750 million	30,000
$1 billion	30,000
$1.25 billion	30,000
$1.5 billion	30,000
$1.75 billion	30,000
$2 billion	30,000
$2.25 billion	30,000
$2.5 billion	30,000
$2.75 billion	30,000
$3 billion	30,000
$3.25 billion	30,000
$3.5 billion	30,000
$3.75 billion	30,000
$4 billion	30,000
$4.25 billion	30,000
$4.5 billion	30,000
$4.75 billion	30,000
$5 billion	30,000

In the event that the total net subscriber threshold is met and a cumulative free cash flow goal is achieved as of the last day of a given calendar quarter: (i) the applicable cumulative free cash flow goal(s) will be retired; and (ii) the corresponding increment of the option will vest and shall become exercisable contemporaneously with the filing of the Corporation's Form 10-Q or Form 10-K for that quarter or year, as applicable, with the SEC.

The other fifty percent (50%) of the option awards granted to Mr. Ergen vest based upon achieving the following specified total net subscriber goals while achieving and maintaining the specified cumulative free cash flow goal:

Cumulative Free Cash Flow Goals	Total Net Subscriber Goals	Number of Options Vesting
$250 million	14,250,000	30,000
$500 million	14,500,000	30,000
$750 million	14,750,000	30,000
$1 billion	15,000,000	30,000
$1.25 billion	15,250,000	30,000
$1.5 billion	15,500,000	30,000
$1.75 billion	15,750,000	30,000
$2 billion	16,000,000	30,000
$2.25 billion	16,250,000	30,000
$2.5 billion	16,500,000	30,000
$2.75 billion	16,750,000	30,000
$3 billion	17,000,000	30,000
$3.25 billion	17,250,000	30,000
$3.5 billion	17,500,000	30,000
$3.75 billion	17,750,000	30,000
$4 billion	18,000,000	30,000
$4.25 billion	18,250,000	30,000
$4.5 billion	18,500,000	30,000
$4.75 billion	18,750,000	30,000
$5 billion	19,000,000	30,000

In the event that the cumulative free cash flow goal is met (or has already been retired and continues to be met) and a total net subscriber goal is achieved as of the last day of any such calendar quarter: (i) the applicable total net subscriber goal(s) will be retired; and (ii) the corresponding increment of the option will vest and shall become exercisable contemporaneously with the filing of the Corporation's Form 10-Q or Form 10-K for that quarter or year, as applicable, with the SEC.

For purposes of the total net subscriber goal and total net subscriber threshold under this equity incentive grant, the calculation of "subscribers" is a formula that takes into account, among other things, DBS subscribers, broadband subscribers, and certain subscribers from other lines of business.

2011 Equity Incentives to Mr. Clayton

During 2011, the Compensation Committee determined that in connection with the commencement of Mr. Clayton's employment as President and Chief Executive Officer of DISH Network in June 2011, he should receive a grant of options to purchase 750,000 of the Corporation's Class A Shares, with such options vesting at the rate of one-third per year commencing December 31, 2011, and a grant of 300,000 restricted stock units (RSUs), with such awards vesting incrementally before December 31, 2013 according to the following vesting schedules.

One hundred thousand (100,000) of the RSU awards granted to Mr. Clayton vest based upon achieving the following specified cumulative free cash flow goals while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers:

Cumulative Free Cash Flow Goals	Number of RSUs Vesting
$250 million	10,000
$500 million	10,000
$750 million	10,000
$1 billion	10,000
$1.25 billion	10,000
$1.5 billion	10,000
$1.75 billion	10,000
$2 billion	10,000
$2.25 billion	10,000
$2.5 billion	10,000

In the event that the total net subscriber threshold is met and a cumulative free cash flow goal is achieved as of the last day of a given calendar quarter: (i) the applicable cumulative free cash flow goal(s) will be retired; and (ii) the corresponding increment(s) of the RSU awards will vest contemporaneously with the filing of the Corporation's Form 10-Q or Form 10-K for that quarter or year, as applicable, with the SEC.

One hundred thousand (100,000) of the RSU awards granted to Mr. Clayton vest based upon achieving the following specified total net subscriber goals while achieving and maintaining the specified cumulative free cash flow goal:

Cumulative Free Cash Flow Goals	Total Net Subscriber Goals	Number of RSUs Vesting
$250 million	14,250,000	10,000
$500 million	14,500,000	10,000
$750 million	14,750,000	10,000
$1 billion	15,000,000	10,000
$1.25 billion	15,250,000	10,000
$1.5 billion	15,500,000	10,000
$1.75 billion	15,750,000	10,000
$2 billion	16,000,000	10,000
$2.25 billion	16,250,000	10,000
$2.5 billion	16,500,000	10,000

In the event that the cumulative free cash flow goal is met (or has already been retired and continues to be met) and a total net subscriber goal is achieved as of the last day of any such calendar quarter: (i) the applicable total net subscriber goal(s) will be retired; and (ii) the corresponding increment of the RSU awards will vest contemporaneously with the filing of the Corporation's Form 10-Q or Form 10-K for that quarter or year, as applicable, with the SEC.

For purposes of the total net subscriber goal and total net subscriber threshold under this equity incentive grant, the calculation of "subscribers" is a formula that takes into account, among other things, DBS subscribers, broadband subscribers, and certain subscribers from other lines of business.

Fifty thousand (50,000) of the RSU awards granted to Mr. Clayton vest at the rate of 5,000 RSUs per quarter when, in any such quarter, (i) the quarterly net U.S. DBS subscriber additions of the Corporation are greater than the quarterly net U.S. DBS subscriber additions of DirecTV, as measured by net U.S. DBS subscriber additions based on the announced U.S. DBS subscriber counts in each company's respective Form 10-Q or 10-K for that quarter or year, as applicable, filed with the SEC; and (ii) the quarterly net U.S. DBS subscriber additions of the Corporation are greater than zero. Mr. Clayton achieved the above criteria for the first quarter 2012, resulting in the vesting of five thousand (5,000) RSUs during 2012.

The remaining fifty thousand (50,000) of the RSU awards granted to Mr. Clayton vest at the rate of 10,000 RSUs for each of the below criteria met in a given year, contemporaneous with the release of the National Quarterly American Customer Satisfaction Index (the "ACSI") scores in May 2012 and May 2013. The criteria are as follow:

1. The ACSI score of the Corporation is greater than or equal to a specified figure;
2. The ACSI score of the Corporation is greater than or equal to certain of the Corporation's competitors; or
3. The ACSI score of the Corporation is greater than or equal to all companies in the Corporation's industry

However, in no event shall more than a total of fifty thousand (50,000) RSUs vest under the ACSI criteria above. In 2012, Mr. Clayton achieved one out of the three criteria set forth above, resulting in the vesting of ten thousand (10,000) RSUs during 2012.

2013 Long-Term Incentive Plan

On November 30, 2012, the Board of Directors and the Compensation Committee approved a long-term, performance-based stock incentive plan, the 2013 Long Term Incentive Plan, or 2013 LTIP, within the terms of DISH Network's 2009 Stock Incentive Plan. The purpose of the 2013 LTIP is to promote DISH Network's interests and the interests of its shareholders by providing key employees with financial rewards through equity participation upon achievement of specified long-term cumulative free cash flow goals while maintaining a specified long-term subscriber threshold and total net subscriber goals. The employees eligible to participate in the 2013 LTIP generally include DISH Network's executive officers, senior vice presidents, vice presidents and director-level employees. Employees participating in the 2013 LTIP receive a one-time award of: (i) an option to acquire a specified number of shares priced at the market value as of the first day of the calendar quarter in which the option was granted or the last trading day prior to the date of grant (if the first day of the calendar quarter is not a trading day) and (ii) rights to acquire for no additional consideration a specified smaller number of Class A Shares. Initial awards granted under the 2013 LTIP were made as of January 1, 2013. Under the 2013 LTIP, the cumulative free cash flow goals and the total net subscriber threshold are measured on the last day of each calendar quarter commencing on the first day of the calendar quarter following the quarter in which the final cumulative free cash flow goal of the 2008 LTIP is achieved, and the total net subscriber goals are measured on the last day of each calendar quarter commencing on January 1, 2013. However, r egardless of when achieved, no vesting will occur or payment will be made under the 2013 LTIP for any cumulative free cash flow goals or total net subscriber goals until the end of the first calendar quarter following the quarter in which the final cumulative free cash flow goal under the 2008 LTIP is achieved and in no event prior to March 31, 2014. For purposes of the total net subscriber goal and total net subscriber threshold under the 2013 LTIP, the calculation of "subscribers" is a formula that takes into account, among other things, DBS subscribers, broadband subscribers, and certain subscribers from other lines of business.

In the event that a cumulative free cash flow goal and/or total net subscriber goal is achieved, and the total net subscriber threshold is met, as of the last day of any such calendar quarter: (i) the applicable cumulative free cash flow goal and/or total net subscriber goal will be retired; and (ii) the corresponding increment of the option/restricted stock unit will vest and shall become exercisable contemporaneous with filing of the Form 10-Q or Form 10-K for that quarter or year, as applicable, in accordance with the following schedules:

Cumulative Free Cash Flow Goals	Total Net Subscriber Threshold	Vesting Schedule
$1 billion	14.5 million	10%
$2 billion	14.5 million	10%
$3 billion	14.5 million	10%
$4 billion	14.5 million	10%
$5 billion	14.5 million	10%

Total Net Subscriber Goals	Vesting Schedule
14.5 million	10%
14.75 million	10%
15 million	10%
15.25 million	10%
15.5 million	10%

Messrs. Ergen, Clayton, Cullen, Han and Olson were each granted an option to purchase 60,000 Class A Shares and 30,000 RSUs under the 2013 LTIP on January 1, 2013.

401(k) Plan

~~DISH Network has adopted the 401(k) Plan, a defined-contribution tax-qualified 401(k) plan, for its employees, including its executives, to~~ encourage its employees to save some percentage of their cash compensation for their eventual retirement. DISH Network's executives have participated in the 401(k) Plan on the same terms as DISH Network's other employees. Under the 401(k) Plan, employees generally become eligible for participation in the 401(k) Plan upon completing ninety days of service with DISH Network and reaching age 19. 401(k) Plan participants are able to contribute up to 50% of their compensation in each contribution period, subject to the maximum deductible limit provided by the Code. DISH Network may also make a 50% matching employer contribution up to a maximum of $1,500 ($2,500 effective for 2013) per participant per calendar year. In addition, DISH Network may also make an annual discretionary profit sharing contribution to the 401(k) Plan with the approval of its Compensation Committee and Board of Directors. 401(k) Plan participants are immediately vested in their voluntary contributions and earnings on voluntary contributions. DISH Network's employer contributions to 401(k) Plan participants' accounts vest 20% per year commencing one year from the employee's date of employment.

Perquisites and Personal Benefits, Post-Termination Compensation and Other Compensation

DISH Network has traditionally offered numerous plans and other benefits to its executive officers on the same terms as other employees. These plans and benefits have generally included medical, vision, and dental insurance, life insurance, and the employee stock purchase plan as well as discounts on DISH Network's services. Relocation benefits may also be reimbursed, but are individually negotiated when they occur. DISH Network has also permitted certain NEOs and their family members and guests to use its corporate aircraft for personal use. DISH Network has also paid for annual tax preparation costs for certain NEOs.

DISH Network has not traditionally had any plans in place to provide severance benefits to employees. However, certain non-performance based stock options and restricted stock units have been granted to its executive officers subject to accelerated vesting upon a change in control.

Shareholder Advisory Vote on Executive Compensation

DISH Network provided its shareholders with the opportunity to cast an advisory vote on executive compensation at the annual meeting of shareholders held in May 2011. Over 99% of the voting power represented at the meeting and entitled to vote on that matter voted in favor of the executive compensation proposal. The Compensation Committee reviewed these voting results. Since the voting results affirmed shareholders' support of DISH Network's approach to executive compensation, DISH Network did not change its approach in 2012 as a direct result of the vote. As set forth at the annual meeting of shareholders held in May 2011, DISH Network intends to continue to seek a shareholder advisory vote on executive compensation once every three years.

2012 Executive Compensation

DISH Network has historically made decisions with respect to executive compensation for a particular compensation year in December of the preceding compensation year or the first quarter of the applicable compensation year. With respect to the executive compensation of each NEO for 2012, the Compensation Committee (along with Mr. Ergen, for each of the NEOs other than himself) reviewed total compensation of each NEO and the value of (a) historic and current components of each NEO's compensation, including the annual base salary and bonus paid to the NEO in the prior year, and (b) stock options and restricted stock units held by each NEO in DISH Network's stock incentive plans. The Compensation Committee (along with Mr. Ergen, for each of the NEOs other than himself) also reviewed the Proxy Data prepared for 2012 and other information described in "Compilation of Certain Proxy Data" above. As described in "General Compensation Levels" above, DISH Network aims to provide annual base salaries and long-term incentives that are competitive with market practice with an emphasis on providing a substantial portion of overall compensation in the form of equity incentives. In addition, the Compensation Committee has discretion to award performance based compensation that is based on performance goals different from those that were previously set or that is higher or lower than the anticipated compensation that would be awarded under DISH Network's incentive plans if particular performance goals were met. The Compensation Committee did not exercise this discretion in 2012.

Compensation of our Chairman and our President and Chief Executive Officer

2012 Base Salary of Chairman. ~~Mr. Ergen's annual base salary for 2012 was determined based on a review by the Compensation Committee~~ of the expected annual base salaries in 2012 of each of DISH Network's other NEOs. Mr. Ergen's annual base salary was increased to $900,000, effective July 1, 2011. The Compensation Committee determined that Mr. Ergen's existing base compensation was already within the range of market compensation indicated in the Proxy Data in light of DISH Network's practices with respect to annual base salaries and that therefore an increase over Mr. Ergen's 2011 annual base salary was not necessary.

2012 Base Salary of President and Chief Executive Officer. In determining Mr. Clayton's 2012 annual base salary, Mr. Ergen subjectively determined that Mr. Clayton's existing base compensation was already within the range of market compensation indicated in the Proxy Data in light of DISH Network's practices with respect to annual base salaries and that therefore an increase over Mr. Clayton's 2011 annual base salary was not necessary.

2012 Cash Bonus. No bonus was paid to Mr. Ergen or to Mr. Clayton in 2012.

2012 Equity Incentives. With respect to equity incentives, DISH Network attempts to ensure that the Chairman and the President and Chief Executive Officer have equity awards at any given time that are significant in relation to their annual cash compensation to ensure that they have appropriate incentives tied to the performance of DISH Network's Class A Shares. In light of their current equity incentives, Mr. Ergen and Mr. Clayton did not receive any equity incentives during 2012. As discussed above, Mr. Ergen and Mr. Clayton each received awards under the 2013 LTIP on January 1, 2013.

Compensation of Other Named Executive Officers

2012 Base Salary

Base salaries for each of the other NEOs are determined annually by the Board of Directors primarily based on Mr. Ergen's recommendations. The Board of Directors places substantial weight on Mr. Ergen's recommendations in light of his role as Chairman and as co-founder and controlling shareholder of DISH Network. Mr. Ergen made recommendations to the Board of Directors with respect to the 2012 annual base salary of each of the other NEOs after considering: (a) the NEO's annual base salary in 2011, (b) the range of the percentage increases in annual base salary for NEOs of the companies contained in the Proxy Data, (c) whether the NEO's annual base salary was appropriate in light of DISH Network's goals, including retention of the NEO, (d) the expected compensation to be paid to other NEOs in 2012 in relation to a particular NEO in 2012, (e) whether the NEO was promoted or newly hired in 2012, and (f) whether in Mr. Ergen's subjective determination, the NEO's performance in 2011 warranted an increase in the NEO's annual base salary in 2012. Placing primary weight on: (i) the NEO's annual base salary in 2011 and (ii) whether, in Mr. Ergen's subjective view, an increase in 2012 annual base salary was warranted based on performance and/or necessary to retain the NEO, Mr. Ergen recommended the annual base salary amounts indicated in "Executive Compensation and Other Information - Summary Compensation Table" below. The basis for Mr. Ergen's recommendation with respect to each of the other NEOs is discussed below. The Board of Directors accepted each of Mr. Ergen's recommendations on annual base salaries for each of the other NEOs.

Mr. Cullen . In determining Mr. Cullen's 2012 annual base salary, Mr. Ergen subjectively determined that Mr. Cullen's existing base compensation was already within the range of market compensation indicated in the Proxy Data in light of DISH Network's practices with respect to annual base salaries and that therefore an increase over Mr. Cullen's 2011 annual base salary was not necessary.

Mr. Han. In determining Mr. Han's 2012 annual base salary, Mr. Ergen subjectively determined that Mr. Han's existing base compensation was already within the range of market compensation indicated in the Proxy Data in light of DISH Network's practices with respect to annual base salaries and that therefore an increase over Mr. Han's 2011 annual base salary was not necessary.

Mr. Olson. In determining Mr. Olson's 2012 annual base salary, Mr. Ergen subjectively determined that Mr. Olson's existing base compensation was already within the range of market compensation indicated in the Proxy Data in light of DISH Network's practices with respect to annual base salaries and that therefore an increase over Mr. Olson's 2011 annual base salary was not necessary.

2012 Cash Bonus.

Consistent with prior years, Mr. Ergen generally recommended that other NEOs receive cash bonuses only to the extent that such amounts would be payable pursuant to the existing short-term incentive plan, if any. As discussed above, in light of prior grants of options, among other things, the Board of Directors and the Compensation Committee elected not to implement a short-term incentive program for 2012. No bonus was paid to Messrs. Cullen, Han and Olson during 2012.

2012 Equity Incentives

With respect to equity incentives, DISH Network primarily evaluates the position of each NEO to ensure that each individual has equity incentives at any given time that are significant in relation to the NEO's annual cash compensation to ensure that the NEO has appropriate incentives tied to the performance of DISH Network's Class A Shares. This determination is made by the Compensation Committee primarily on the basis of Mr. Ergen's recommendation. As discussed above, in granting awards to the other NEOs for 2012, Mr. Ergen based his recommendation on, and the Compensation Committee took into account, among other things, what was necessary to retain our executive officers. In particular, in granting awards for 2012, the Compensation Committee took into account, among other things, the amount necessary to retain our executive officers. In light of their current equity incentives, Messrs. Cullen, Han and Olson did not receive any equity incentives during 2012. As discussed above, Messrs. Cullen, Han and Olson each received awards under the 2013 LTIP on January 1, 2013.

During 2012, we generated cumulative free cash flow in excess of $4 billion while also maintaining 13 million DBS subscribers, which resulted in the cumulative vesting of approximately 70% of the 2008 LTIP stock awards during 2012, and accordingly: (i) 225,000 Class A Shares of the stock option granted to Mr. Ergen under the 2008 LTIP vested and became exercisable; (ii) 75,000 Class A Shares of the stock option granted to Mr. Cullen under the 2008 LTIP vested and became exercisable; (iii) 75,000 Class A Shares of the stock option granted to Mr. Han under the 2008 LTIP vested and became exercisable; and (iv) 60,000 Class A Shares of the stock option granted to Mr. Olson under the 2008 LTIP vested and became exercisable.

COMPENSATION COMMITTEE REPORT

The Compensation Committee is appointed by the Board of Directors of DISH Network Corporation to discharge certain of the Board's responsibilities relating to compensation of DISH Network's executive officers.

The Compensation Committee, to the extent the Board deems necessary or appropriate, will:

- Make and approve all option grants and other issuances of DISH Network's equity securities to DISH Network's executive officers and Board members other than nonemployee directors;
- Approve all other option grants and issuances of DISH Network's equity securities, and recommend that the full Board make and approve such grants and issuances;
- Establish in writing all performance goals for performance-based compensation that together with other compensation to senior executive officers could exceed $1 million annually, other than standard Stock Incentive Plan options that may be paid to DISH Network's executive officers, and certify achievement of such goals prior to payment; and
- Set the compensation of the Chairman.

Based on the review of the Compensation Discussion and Analysis and discussions with management, we recommended to DISH Network's management that the Compensation Discussion and Analysis be included in the Corporation's Proxy Statement.

Respectfully submitted,

The DISH Network Executive Compensation Committee

Steven R. Goodbarn (Chairman)
Gary S. Howard
Tom A. Ortolf

The report of the Compensation Committee and the information contained therein shall not be deemed to be "soliciting material" or "filed" or ~~incorporated by reference in any filing we make under the Securities Act of 1933 (the "Securities Act") or under the Exchange Act, irrespective of any general statement incorporating by reference this Proxy Statement into any such filing, or subject to the liabilities of Section 18 of the~~ Exchange Act, except to the extent that we specifically incorporate this information by reference into a document we file under the Securities Act or the Exchange Act.

EXECUTIVE COMPENSATION AND OTHER INFORMATION

Compensation Program Risk Assessment

Annually, management reviews the components of our compensation for each employee other than our executive officers. Base salaries for each of our executive officers (other than Mr. Ergen) are determined annually by our Board of Directors primarily based on Mr. Ergen's recommendations. The Board of Directors places substantial weight on Mr. Ergen's recommendations in light of his role as Chairman and as co-founder and controlling shareholder of DISH Network. The Board of Directors ultimately approved base cash salaries for 2012 for each of these executive officers other than Mr. Ergen.

Our Compensation Committee, without Mr. Ergen present, sets Mr. Ergen's base cash salary. Our Compensation Committee makes and approves grants of options and other equity-based compensation to all of our executive officers.

The primary components of our executive compensation have historically included:

- base cash salary;
- long-term equity incentive compensation in the form of stock options and restricted stock units offered under DISH Network's stock incentive plans;
- 401(k) plan; and
- other compensation, including perquisites and personal benefits and post-termination compensation.

DISH Network's executive compensation program may also include short-term incentive compensation, including conditional and/or performance-based cash incentive compensation and discretionary bonuses. We design corporate performance metrics that determine payouts for certain business segment leaders in part on the achievement of longer-term company-wide goals. This is based on our belief that applying company-wide metrics encourages decision-making that is in the best long-term interests of DISH Network and our shareholders as a whole. However, during 2012, we elected not to implement a short-term incentive program.

Base salary, 401(k) benefits and other benefits and perquisites provided generally to DISH Network employees provide a minimum level of compensation for our executive officers. DISH Network has included salary as a component of its executive compensation package because we believe it is appropriate that some portion of the compensation paid to executives be provided in a form that is fixed and liquid occurring over regular intervals. Generally, however, DISH Network has weighted overall compensation towards incentives, particularly equity components, as opposed to base salaries.

With respect to other compensation, including perquisites and personal benefits and post-termination compensation, DISH Network has traditionally offered benefits to its executive officers on substantially the same terms as offered to other employees. These benefits generally have included medical, vision, and dental insurance, life insurance, and the employee stock purchase plan as well as discounts on DISH Network's products and services. DISH Network has not traditionally provided severance benefits to employees. However, certain non-performance based stock options and restricted stock units have been granted to its executive officers subject to acceleration of vesting upon a change in control of DISH Network for those executive officers who are terminated by us or the surviving entity, as applicable, for any reason other than for cause during the twenty-four month period following such change in control.

Generally, DISH Network's overall executive compensation trails that of its competitors in the areas of base pay, severance packages, and short-term incentives and may be competitive over time in equity compensation. With respect to equity incentive compensation, DISH Network attempts to ensure that each executive officer retains equity awards that at any given time are significant in relation to such individual's annual cash compensation to ensure that each of its executive officers has appropriate incentives tied to the value realized by our shareholders.

DISH Network generally grants stock options and/or restricted stock units only to a limited number of employees at certain levels; the awards ~~generally vest annually at the rate of 20% per year. We believe that the multi-year vesting of our equity awards properly account for the time horizon of risk. DISH Network has operated under the belief that executive officers will be better able to contribute to its long-term success~~ and help build incremental shareholder value prudently if they have a stake in that future success and value over a long period. DISH Network believes this stake focuses the executive officers' attention on managing DISH Network as owners with equity positions in DISH Network and aligns their interests with the long-term interests of DISH Network's shareholders. Equity awards therefore have represented an important and significant component of DISH Network's compensation program for executive officers. These awards, coupled with the relatively longer time frame during which these awards vest, mitigate the effect of short-term variations in our operating and financial performance, and we believe focus management goals appropriately on longer-term value creation for shareholders rather than rewarding short-term gains. In light of our approach towards compensation as set forth above, we believe that our process assists us in our efforts to mitigate excessive risk-taking.

Summary Compensation Table

Our executive officers are compensated by certain of our subsidiaries. The following table sets forth the cash and noncash compensation for the fiscal year ended December 31, 2012 for the NEOs.

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards (1) ($)	Non-Equity Incentive Plan Compensation ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ($)	All Other Compensation (2) ($)	Total ($)
Charles W. Ergen (3)	2012	$ 900,000	$ —	$ —	$ —	$ —	$ —	$ 400,186	$ 1,300,186
Chairman	2011	$ 250,000	$ —	$ —	$ —	$ —	$ —	$ 208,441	$ 958,441
	2010	$ 600,000	$ —	$ —	$ —	$ —	$ —	$ 197,909	$ 797,909
Joseph P. Clayton (4)	2012	$ 900,000	$ —	$ —	$ —	$ —	$ —	$ 7,000	$ 907,000
President and Chief Executive Officer	2011	$ 467,307	$ —	$ 306,700	$ 9,071,625	$ —	$ —	$ —	$ 9,845,632
Bernard L. Han	2012	$ 475,000	$ —	$ —	$ —	$ —	$ —	$ 5,500	$ 480,500
Executive Vice President	2011	$ 470,192	$ 50,000	$ —	$ 981,070	$ —	$ —	$ 5,500	$ 1,506,762
and Chief Operating Officer	2010	$ 450,000	$ —	$ —	$ —	$ —	$ —	$ 5,500	$ 455,500
Thomas A. Cullen	2012	$ 450,000	$ —	$ —	$ —	$ —	$ —	$ 6,617	$ 456,617
Executive Vice President	2011	$ 450,000	$ 100,000	$ —	$ 981,070	$ —	$ —	$ 5,500	$ 1,536,570
Corporate Development	2010	$ 450,000	$ —	$ —	$ —	$ —	$ —	$ 5,500	$ 455,500
Robert E. Olson	2012	$ 350,001	$ —	$ —	$ —	$ —	$ —	$ 5,500	$ 355,501
Executive Vice President	2011	$ 346,154	$ —	$ —	$ —	$ —	$ —	$ 5,500	$ 351,654
and Chief Financial Officer	2010	$ 306,923	$ —	$ —	$ 171,790	$ —	$ —	$ 5,500	$ 484,213

(1) The amounts reported in the "Option Awards" column reflect grant date fair values. These amounts include both performance and non-performance based awards. The grant date fair values for performance awards are based on the probable outcome of the performance conditions under the awards and do not necessarily reflect the amount of compensation actually realized or that may be realized.

Assuming achievement of all performance conditions underlying the performance awards included in this column, the total grant date fair values would be as follows:

	Aggregate Grant Date Fair Value		
	2012 Performance Awards	2011 Performance Awards	2010 Performance Awards
Joseph P. Clayton	$ —	$ 9,201,000.00	$ —
Charles W. Ergen	$ 1,518,124.00	$ 17,724,240.00	$ 1,084,427.00
Thomas A. Cullen	$ 896,344.00	$ —	$ 8,513,556.00
Bernard L. Han	$ 896,344.00	$ —	$ 8,513,556.00
Robert E. Olson	$ 197,204.00	$ —	$ 217,257.00

Assumptions used in the calculation of grant date fair values are included in Note 15 to the Corporation's audited financial statements for the fiscal year ended December 31, 2012, included in the Corporation's Annual Report on Form 10-K filed with the SEC on February 23, 2012. Amounts for 2010 include the incremental fair value for performance awards as a result of the adjustment of the price of certain stock options related to the Corporation's

2009 cash dividend. Amounts for 2012 include the incremental fair value for performance awards as a result of the adjustment of the price of certain stock options related to the Corporation's 2011 cash dividend.

(2) "All Other Compensation" for all of the NEOs includes amounts contributed pursuant to our 401(k) matching program and our profit sharing program.

(3) Mr. Ergen's annual base salary was increased to $900,000, effective July 1, 2011. Mr. Ergen's "All Other Compensation" also includes a tax preparation payment. In addition, Mr. Ergen's, "All Other Compensation" includes $360,146 for Mr. Ergen's personal use (and on certain occasions for the personal use by members of his family and other guests) of corporate aircraft during the year ended December 31, 2012. Of the $360,146 attributed to personal use of corporate aircraft, $109,492 was attributed to tax gross-up payments that related to personal use of corporate aircraft by Mr. Ergen and his family members and guests. We calculated the value of Mr. Ergen's personal use of corporate aircraft based upon the incremental cost of such usage to DISH Network. Certain incremental costs related to personal use of corporate aircraft by Mr. Ergen and his family members and guests occurring near the end of the prior fiscal year were included in Mr. Ergen's "All Other Compensation" for the year ended December 31, 2012. Since both the Corporation and EchoStar use the corporate aircraft and Mr. Ergen is an employee of both the Corporation and EchoStar, certain incremental costs related to personal use of corporate aircraft by Mr. Ergen and his family members and guests are allocated between the Corporation and EchoStar.

(4) Mr. Clayton replaced Mr. Ergen as President and Chief Executive Officer of the Corporation on June 20, 2011.

Grant of Plan-Based Awards

The following table provides information on equity awards in 2012 for the Named Executive Officers.

Name	Grant Date	Date of Compensation Committee Approval	Estimated Future Payouts Under Non-Equity Incentive Plan Awards Threshold ($)	Target ($)	Maximum ($)	Estimated Future Payouts Under Equity Incentive Plan Awards Threshold (#)	Target (#)	Maximum (#)	All Other Stock Awards: Number of Shares of Stock or Units (1) (#)	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards ($/sh)	Grant Date Fair Value of Stock and Option Awards
Charles W. Ergen	4/2/2012	1/13/2012	$ —	$ [illegible]	$ [illegible]	[illegible]	—	—	140	—	$ [illegible]	$ [illegible]
Joseph P. Clayton	4/2/2012	1/13/2012	$ —	$ [illegible]	$ [illegible]	[illegible]	—	—	140	—	$ [illegible]	$ [illegible]
Bernard L. Han	4/2/2012	1/13/2012	$ —	$ [illegible]	$ [illegible]	[illegible]	—	—	140	—	$ [illegible]	$ [illegible]
Thomas A. Cullen	4/2/2012	1/13/2012	$ —	$ [illegible]	$ [illegible]	[illegible]	—	—	140	—	$ [illegible]	$ [illegible]
Robert E. Olson	4/2/2012	1/13/2012	$ —	$ [illegible]	$ [illegible]	[illegible]	—	—	140	—	$ [illegible]	$ [illegible]

(1) The amounts reported in the "All Other Stock Awards" column represent Class A Shares awarded to the eligible NEOs during 2012 pursuant to our profit sharing program.

Outstanding Equity Awards at Fiscal Year-End

	Option Awards					Stock Awards			
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (1) ($)
Charles W. Ergen	100,000	—	—	$ 28.06	12/31/2014(2)	—	$ —	—	$ —
	—	—	900,000	$ 20.58	9/30/2015(3)	—	$ —	—	$ —
	—	—	180,000	$ 24.96	9/30/2015(2)	—	$ —	—	$ —
	225,000	—	270,000	$ 7.09	3/31/2017(3)	—	$ —	—	$ —
	—	100,000	—	$ 24.73	3/31/2018(3)	—	$ —	—	$ —
	—	—	1,200,000	$ 28.67	9/30/2021(3)	—	$ —	—	$ —
Joseph P. Clayton	350,000	250,000	—	$ 28.67	6/30/2021(3)	—	$ —	255,000(4)	$ 9,282,000
Bernard L. Han	175,000	—	90,000	$ 23.22	9/30/2016(3)	—	$ —	30,000(5)	$ 1,092,000
	70,000	—	18,000	$ 27.63	9/30/2016(2)	—	$ —	6,000(2)	$ 205,320
	210,000	—	90,000	$ 7.09	3/31/2017(3)	—	$ —	—	$ —
	180,000	120,000	—	$ 7.11	3/31/2019(3)	—	$ —	—	$ —
	—	—	600,000	$ 16.15	6/30/2020(3)	—	$ —	200,000(6)	$ 7,280,000
	20,000	80,000	—	$ 22.36	3/31/2021(3)	—	$ —	—	$ —
Thomas A. Cullen	200,000	—	—	$ 27.62	12/31/2016(3)	—	$ —	60,000(7)	$ 2,184,000
	32,001	—	—	$ 32.10	12/31/2016(2)	—	$ —	12,000(2)	$ 410,640
	100,000	—	90,000	$ 7.09	3/31/2017(3)	—	$ —	—	$ —
	165,000	60,000	—	$ 7.09	12/31/2018(3)	—	$ —	—	$ —
	—	—	600,000	$ 16.15	6/30/2020(3)	—	$ —	200,000(6)	$ 7,280,000
	20,000	80,000	—	$ 22.36	3/31/2021(3)	—	$ —	—	$ —
Robert E. Olson	—	—	96,000	$ 12.21	3/31/2017(3)	—	$ —	—	$ —
	—	40,000	—	$ 12.21	6/30/2019(3)	—	$ —	—	$ —
	10,000	15,000	—	$ 16.15	6/30/2020(3)	—	$ —	—	$ —

(1) Amount represents the number of unvested, performance-based restricted stock units multiplied by $36.40 or $34.22, the closing market prices of DISH Network's and EchoStar's Class A Shares, respectively, on December 31, 2012.

(2) Amounts represent outstanding awards received by our NEOs from EchoStar as a result of the Spin-off (as defined below).

(3) On November 1, 2011, we declared a dividend of $2.00 per share on our outstanding Class A Shares and Class B Shares. The dividend was paid in cash on December 1, 2011 to shareholders of record on November 17, 2011. In light of such dividend, our Compensation Committee, which administers our stock incentive plans, determined to adjust the exercise price of certain stock options issued under the plans by decreasing the exercise price by $2.00 per share; provided that the exercise price of eligible stock options will not be reduced below $1.00. As a result of this adjustment, the exercise price of these stock options were decreased by $2.00 per share during January 2012.

(4) Restricted stock awarded on June 30, 2011 under DISH Network's Stock Incentive Plans.

(5) Restricted stock awarded on September 30, 2006 under DISH Network's Stock Incentive Plans.

(6) Restricted stock awarded on June 30, 2010 under DISH Network's Stock Incentive Plans.

(7) Restricted stock awarded on December 31, 2006 under DISH Network's Stock Incentive Plans

Option Exercises and Stock Vested

	Option Awards		Stock Awards	
Name	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (1) ($)	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting ($)
Charles W. Ergen	1,380,000	$ 10,801,800	—	$ —
Joseph P. Clayton	150,000	$ 1,203,840	15,000	$ 453,150
Bernard L. Han	175,000	$ 2,411,500	—	$ —
Thomas A. Cullen	110,000	$ 2,935,242	—	$ —
Robert E. Olson	134,000	$ 2,414,337	—	$ —

(1) The value realized on exercise is computed by multiplying the difference between the exercise price of the stock option and the market price of the Class A Shares on the date of exercise by the number of shares with respect to which the option was exercised.

Potential Payments Upon Termination Following a Change in Control

As discussed in "Compensation Discussion and Analysis" above, our standard form of non-performance based option agreement given to executive officers includes acceleration of vesting upon a change in control of DISH Network for those executive officers that are terminated by us or the surviving entity, as applicable, for any reason other than for cause during the twenty-four month period following such change in control.

Generally a change in control is deemed to occur upon: (i) a transaction or a series of transactions the result of which is that any person (other than Mr. Ergen, our controlling shareholder, or a related party) individually owns more than fifty percent (50%) of the total equity interests of either (A) DISH Network or (B) the surviving entity in any such transaction(s) or a controlling affiliate of such surviving entity in such transaction(s); and (ii) the first day on which a majority of the members of the Board of Directors of DISH Network are not continuing directors.

Assuming a change in control were to have taken place as of December 31, 2012, and the executives are terminated by DISH Network or the surviving entity at such date, the estimated benefits that would have been provided are as follows:

Name	Maximum Value of Accelerated Vesting of Options
Charles W. Ergen	$ 1,167,000
Joseph P. Clayton	$ 1,932,500
Bernard L. Han	$ 4,638,000
Thomas A. Cullen	$ 2,881,800
Robert E. Olson	$ 1,271,350

DIRECTOR COMPENSATION

The following table sets forth the cash and noncash compensation for the fiscal year ended December 31, 2012 for each of our nonemployee directors. Our employee directors are not compensated for their service as directors and, consequently, are not included in the table.

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)	Option Awards (1) ($)	Non-Equity Incentive Plan Compensation ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
Steven R. Goodbarn	$ 73,000	$ —	$ 47,936	$ —	$ [illegible]	$ —	$ 120,936
Gary S. Howard	$ 72,500	$ —	$ 47,936	$ —	$ [illegible]	$ —	$ 120,436
Tom A. Ortolf	$ 72,500	$ —	$ 47,936	$ —	$ [illegible]	$ 3,902	$ 124,338

(1) The amounts reported in the "Option Awards" column reflect the aggregate grant date fair values. Assumptions used in the calculation of these amounts are included in Note 15 to the Corporation's audited financial statements for the fiscal year ended December 31, 2012, included in the Corporation's Annual Report on Form 10-K filed with the SEC on February 20, 2013.

On June 30, 2012, each of the nonemployee directors was granted an option to acquire 5,000 Class A Shares at an exercise price of $28.55 per share. Options granted under our 2001 Director Plan are 100% vested upon issuance. Thus, the amount recognized for financial statement reporting purposes and the full grant date fair value are the same.

Standard Nonemployee Director Compensation Arrangements

We use a combination of cash and equity compensation to attract and retain qualified candidates to serve on our Board.

Cash Compensation. Each nonemployee director receives an annual retainer of $60,000 which is paid in equal quarterly installments on the last day of each calendar quarter; provided such person is a member of the Board on the last day of the applicable calendar quarter. Our nonemployee directors also receive $1,000 for each meeting attended in person and $500 for each meeting attended by telephone. Additionally, the chairperson of each committee of the Board receives a $5,000 annual retainer, which is paid in equal quarterly installments on the last day of each calendar quarter; provided such person is the chairperson of the committee on the last day of the applicable calendar quarter. Furthermore, our nonemployee directors receive: (i) reimbursement, in full, of reasonable travel expenses related to attendance at all meetings of the Board of Directors and its committees and (ii) reimbursement, in full, of reasonable expenses related to educational activities undertaken in connection with service on the Board of Directors and its committees.

Equity Compensation. We have adopted a nonemployee director stock option plan, which we refer to as the 2001 Director Plan. The purpose of the 2001 Director Plan is to advance our interests through the motivation, attraction and retention of highly-qualified nonemployee directors. Upon election to our Board, our nonemployee directors are granted an option to acquire a certain number of our Class A Shares under our 2001 Nonemployee Director Stock Option Plan (our "2001 Director Plan"). Options granted under our 2001 Director Plan are 100% vested upon issuance and have a term of five years. We also currently grant each continuing nonemployee director an option to acquire 5,000 Class A Shares every year.

Our nonemployee directors do not hold any stock awards except those granted to the nonemployee directors pursuant to our 2001 Director Plan. We have granted the following options to our nonemployee directors under such plans:

	Option Awards		
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Option Exercise Price ($)	Option Expiration Date
Steven R. Goodbarn	10,000	$ 28.67	6/30/2016(1)
	5,000	$ 28.55	6/30/2017
Total Options Outstanding at December 31, 2012	15,000		
Gary S. Howard	10,000	$ 28.67	6/30/2016(1)
	5,000	$ 28.55	6/30/2017
Total Options Outstanding at December 31, 2012	15,000		
Tom A. Ortolf	5,000	$ 12.21	6/30/2014(1)
	5,000	$ 16.15	6/30/2015(1)
	10,000	$ 28.67	6/30/2016(1)
	5,000	$ 28.55	6/30/2017
Total Options Outstanding at December 31, 2012	25,000		

(1) On November 1, 2011, we declared a dividend of $2.00 per share on our outstanding Class A Shares and Class B Shares. The dividend was paid in cash on December 1, 2011 to shareholders of record on November 17, 2011. In light of such dividend, our Board determined to adjust the exercise price of certain stock options issued to nonemployee directors under the plans by decreasing the exercise price by $2.00 per share; provided that the exercise price of eligible stock options will not be reduced below $1.00. As a result of this adjustment, the exercise price of these stock options was decreased by $2.00 per share during January 2012.

EQUITY COMPENSATION PLAN INFORMATION

Employee Stock Incentive Plans

We have three employee stock incentive plans: our 1995 Stock Incentive Plan, 1999 Stock Incentive Plan and 2009 Stock Incentive Plan (the "Stock Incentive Plans"). We adopted the Stock Incentive Plans to provide incentives to attract and retain executive officers and other key employees. While awards remain outstanding under our 1995 Stock Incentive Plan and our 1999 Stock Incentive Plan, we no longer grant equity awards pursuant to these plans. The Stock Incentive Plans are administered by our Compensation Committee.

Awards available under the Stock Incentive Plans include: (i) common stock purchase options; (ii) stock appreciation rights; (iii) restricted stock and restricted stock units; (iv) performance awards; (v) dividend equivalents; and (vi) other stock-based awards. As of December 31, 2012, 71,809,594 of our Class A Shares were available for issuance under the 2009 Stock Incentive Plan. Our authorization to grant new awards under the 1995 Stock Incentive Plan and 1999 Stock Incentive Plan has expired. The Compensation Committee retains discretion, subject to plan limits, to modify the terms of outstanding awards and to adjust the price of awards.

As of December 31, 2012, there were outstanding options to purchase 16,399,870 Class A Shares and 1,185,080 outstanding restricted stock units under the Stock Incentive Plans. These awards generally vest at the rate of 20% per year commencing one year from the date of grant. The exercise prices of these options, which have generally been equal to or greater than the fair market value of our Class A Shares at the date of grant, range from less than $1.00 to $40.00 per Class A Share.

On December 2, 2012, we declared a dividend of $1.00 per share on our outstanding Class A Shares and Class B Shares. The dividend was paid in cash on December 28, 2012 to shareholders of record on December 14, 2012. In light of such dividend, the Board of Directors and the Compensation Committee, which administers our Stock Incentive Plans, determined to adjust the exercise price of certain stock options issued under the plans by decreasing the exercise price by $0.77 per share; provided, that the exercise price of eligible stock options will not be reduced below $1.00. As a result of this adjustment, the exercise price of these stock options was decreased by $0.77 per share during January 2013.

As previously discussed in Compensation Discussion & Analysis, we have adopted the 2005 LTIP, the 2008 LTIP, and the 2013 LTIP under DISH Network's Stock Incentive Plans.

In addition to the 2001 Director Plan and the Stock Incentive Plans, during 2002 we adopted and our shareholders approved our 2002 Class B Chairman Stock Option Plan, under which we have reserved 20 million Class B Shares for issuance. The Class B Shares available for issuance under the 2002 Class B Chairman Stock Option Plan are not included in the table below. No options have been granted to date under the 2002 Class B Chairman Stock Option Plan.

The following table sets forth information regarding outstanding stock options and restricted stock unit awards and the Class A Shares reserved ~~for future issuance under our equity compensation plans as of December 31, 2012:~~

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)(1)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	17,584,950	$ 19.04	72,729,594
Equity compensation plans not approved by security holders	—	—	—
Total	17,584,950	$ 19.04	72,729,594

(1) The calculation of the weighted-average exercise price of outstanding options, warrants and rights excludes restricted stock units that provide for the issuance of shares of common stock upon vesting because these awards do not require payment of an exercise price in order to obtain the underlying shares upon vesting.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Our Board has adopted a written policy for the review and approval of transactions involving DISH Network and related parties, such as directors, executive officers (and their immediate family members) and EchoStar. In order to identify these transactions, we distribute questionnaires to our officers and directors on a quarterly basis. Our General Counsel then directs the appropriate review of all potential related-party transactions and schedules their presentation at the next regularly-scheduled meetings of the Audit Committee and the Board of Directors. The Audit Committee and the Board of Directors must approve these transactions, with all interested parties abstaining from the vote. Once each calendar year, the Audit Committee and the Board of Directors undertake a review of all recurring potential related-party transactions. Both the Audit Committee and the Board of Directors must approve the continuation of each such transaction, with all interested parties abstaining. Transactions involving EchoStar are subject to the approval of a committee of the non-interlocking directors or in certain circumstances non-interlocking management.

Related Party Transactions with EchoStar Corporation

On January 1, 2008, we completed the spin-off of EchoStar (the "Spin-off"), which was previously our subsidiary. Following the Spin-off, EchoStar has operated as a separate public company, and we have no continued ownership interest in EchoStar. However, a substantial majority of the voting power of the shares of both companies is owned beneficially by Charles W. Ergen, our Chairman, or by certain trusts established by Mr. Ergen for the benefit of his family.

EchoStar is our primary supplier of set-top boxes and digital broadcast operations and a key supplier of transponder capacity. Generally, the amounts we pay EchoStar for products and services are based on pricing equal to EchoStar's cost plus a fixed margin (unless noted differently below), which will vary depending on the nature of the products and services provided.

In connection with and following the Spin-off, we and EchoStar have entered into certain agreements pursuant to which we obtain certain products, services and rights from EchoStar, EchoStar obtains certain products, services and rights from us, and we and EchoStar have indemnified each other against certain liabilities arising from our respective businesses. We also may enter into additional agreements with EchoStar in the future. The following is a summary of the terms of the principal agreements with EchoStar that may have an impact on our financial position and results of operations.

Application Development Agreement. During the fourth quarter 2012, we and EchoStar entered into a set-top box application development agreement (the "Application Development Agreement") pursuant to which EchoStar will provide us with certain services relating to the development of web-based applications for set-top boxes for a period from February 1, 2012 to February 1, 2015. The Application Development Agreement renews automatically for successive one-year periods thereafter, unless terminated earlier by EchoStar at any time upon at least 90 days' notice. The fees for services provided under the Application Development Agreement are calculated at EchoStar's cost of providing the relevant service plus a fixed margin, which will depend on the nature of the services provided. We incurred expenses payable to EchoStar of approximately $2.4 million under the Application Development Agreement during 2012.

Blockbuster Agreement. On April 26, 2011, we completed the acquisition of substantially all of the assets of Blockbuster, Inc. (the "Blockbuster Acquisition"). During the third quarter 2011, we entered into a letter agreement with EchoStar pursuant to which certain assets used to support Blockbuster's website were transferred to EchoStar and EchoStar agreed to provide certain technical and infrastructure support for the Blockbuster website to us. The fees for the services provided under the letter agreement are calculated at cost plus a fixed margin, which varies depending upon the nature of the services provided. The letter agreement provides that it shall continue in effect until the completion of a definitive agreement between EchoStar and us setting forth the terms of the support of the Blockbuster website. These assets were contributed to DISH Digital (as defined below), and, therefore, as of July 1, 2012, services will no longer be provided pursuant to this letter agreement. We incurred expenses payable to EchoStar of approximately $8.4 million under this letter agreement during 2012.

Broadcast Agreement. In connection with the Spin-off, we and EchoStar entered into a broadcast agreement pursuant to which EchoStar provided certain broadcast services to us, including teleport services such as transmission and downlinking, channel origination services, and channel management services for a period ending on January 1, 2012 (the "Prior Broadcast Agreement"). We had the ability to terminate channel origination services and channel management services for any reason and without any liability upon at least 60 days notice to EchoStar. If we terminated teleport services for a reason other than EchoStar's breach, we were obligated to pay EchoStar the aggregate amount of the remainder of the expected cost of providing the teleport services. The fees for the services provided under the Prior Broadcast Agreement were calculated at cost plus a fixed margin, which varied depending on the nature of the products and services provided.

Effective January 1, 2012, we and EchoStar entered into a new broadcast agreement (the "2012 Broadcast Agreement") pursuant to which EchoStar provides broadcast services to us, for the period from January 1, 2012 to December 31, 2016. The material terms of the 2012 Broadcast Agreement are substantially the same as the material terms of the Prior Broadcast Agreement, except that: (i) the fees for services provided under the 2012 Broadcast Agreement are calculated at either: (a) EchoStar's cost of providing the relevant service plus a fixed dollar fee, which is subject to certain adjustments; or (b) EchoStar's cost of providing the relevant service plus a fixed margin, which will depend on the nature of the services provided; and (ii) if we terminate the teleport services provided under the 2012 Broadcast Agreement for a reason other than EchoStar's breach, we are generally obligated to reimburse EchoStar for any direct costs EchoStar incurs related to any such termination that it cannot reasonably mitigate. We incurred expenses payable to EchoStar of approximately $211.7 million under the 2012 Broadcast Agreement during 2012.

Broadcast Agreement for Certain Sports Related Programming. During May 2010, we and EchoStar entered into a broadcast agreement pursuant to which EchoStar provides certain broadcast services to us in connection with our carriage of certain sports related programming. The term of this agreement is for ten years. If we terminate this agreement for a reason other than EchoStar's breach, we are generally obligated to reimburse EchoStar for any direct costs EchoStar incurs related to any such termination that it cannot reasonably mitigate. The fees for the broadcast services provided under this agreement depend, among other things, upon the cost to develop and provide such services. We incurred expenses payable to EchoStar of approximately $1.4 million under this broadcast agreement during 2012.

DISH Digital Holding L.L.C. Effective July 1, 2012, we and EchoStar formed DISH Digital Holding L.L.C. ("DISH Digital"), which is owned two-thirds by DISH and one-third by EchoStar and is consolidated into our financial statements beginning July 1, 2012. DISH Digital was formed to develop and commercialize certain advanced technologies. We, EchoStar and DISH Digital entered into the following agreements with respect to DISH Digital: (i) a contribution agreement pursuant to which we and EchoStar contributed certain assets in exchange for our respective ownership interests in DISH Digital; (ii) a limited liability company operating agreement, which provides for the governance of DISH Digital; and (iii) a commercial agreement pursuant to which, among other things, DISH Digital has: (a) certain rights and corresponding obligations with respect to DISH Digital's business; and (b) the right, but not the obligation, to receive certain services from us and EchoStar, respectively (the "Commercial Agreement"). Since a substantial majority of the voting power of the shares of both us and EchoStar is owned beneficially by Charles W. Ergen, our Chairman and EchoStar's Chairman, or by certain trusts established by Mr. Ergen for the benefit of his family, this is a formation of an entity under common control and a step up in basis is not allowed; therefore each party's contributions were recorded at book value for accounting purposes. DISH Digital incurred expenses payable to EchoStar of approximately $10.1 million under the Commercial Agreement during 2012.

DISH Remote Access Services Agreement . Effective February 23, 2010, we entered into an agreement with EchoStar pursuant to which we receive, among other things, certain remote DVR management services. The fees for the services provided under this services agreement depend, among other things, upon the cost to develop and operate such services. This agreement has a term of five years with automatic renewal for successive one year terms and may be terminated for any reason upon at least 120 days notice to EchoStar. We incurred expenses payable to EchoStar of approximately $1.8 million under the remote access services agreement during 2012.

DISHOnline.com Services Agreement . Effective January 1, 2010, we entered into a two-year agreement with EchoStar pursuant to which we receive certain services associated with an online video portal. The fees for the services provided under this services agreement depend, among other things, upon the cost to develop and operate such services. We have the option to renew this agreement for three successive one year terms, and the agreement may be terminated for any reason upon at least 120 days notice to EchoStar. In November 2012, we exercised our right to renew this agreement for a one-year period ending on December 31, 2013. We incurred expenses payable to EchoStar of approximately $7.1 million under the DISHOnline.com services agreement during 2012.

Employee Matters Agreement . In connection with the Spin-off, we entered into an employee matters agreement with EchoStar delineating our respective obligations to our employees. Pursuant to the agreement, EchoStar established a defined contribution plan for the benefit of its eligible employees in the United States (including its employees that transferred prior to the Spin-off). Subject to any adjustments required by applicable law, the assets and liabilities of the DISH Network 401(k) Employee Savings Plan attributable to transferring employees, other than certain employees whose employment has terminated prior to January 1, 2008, have been transferred to and assumed by the defined contribution plan established by EchoStar. In addition, at the time of the Spin-off, EchoStar established welfare plans for the benefit of its eligible employees and their respective eligible dependents that were substantially similar to the welfare plans currently maintained by DISH Network. No payments were made under the employee matters agreement during 2012 and no payments are expected under the employee matters agreement in 2013 except for the reimbursement of certain expenses in connection with these employee benefit plans and potential indemnification payments in accordance with the separation agreement and certain employee transfers between us and EchoStar. The employee matters agreement is non-terminable and will survive for the applicable statute of limitations.

Hughes Agreements.

Blockbuster. During the second quarter 2011, EchoStar acquired Hughes Communications, Inc. ("Hughes"). Blockbuster purchased certain broadband products and services from Hughes pursuant to an agreement that was entered into prior to the Blockbuster Acquisition and EchoStar's acquisition of Hughes. Subsequent to these transactions, Blockbuster entered into a new agreement with Hughes which extends for a period through October 31, 2014, pursuant to which Blockbuster may continue to purchase certain broadband products and services from Hughes. Blockbuster has the option to renew the agreement for an additional one-year period. We incurred expenses payable to EchoStar of approximately $3.2 million under this agreement during 2012.

DBSD North America. On March 9, 2012, we completed the acquisition of 100% of the equity of reorganized DBSD North America, Inc. ("DBSD North America"). Prior to our acquisition of DBSD North America and EchoStar's completion of the Hughes acquisition, DBSD North America and Hughes Network Systems, LLC ("HNS"), a wholly-owned subsidiary of Hughes, entered into an agreement pursuant to which HNS provides, among other things, hosting, operations and maintenance services for DBSD North America's satellite gateway and associated ground infrastructure. This agreement was renewed for a one year period ending on February 15, 2014, and renews for three successive one-year periods unless terminated by DBSD North America upon at least 30 days notice prior to the expiration of any renewal term. We incurred expenses payable to HNS of approximately $2 million under this agreement during 2012.

Hughes Broadband Distribution Agreement . Effective October 1, 2012, dishNET Satellite Broadband L.L.C. ("dishNET Satellite Broadband"), our wholly-owned subsidiary, and HNS entered into a Distribution Agreement (the "Distribution

Agreement") pursuant to which dishNET Satellite Broadband has the right, but not the obligation, to market, sell and distribute the HNS satellite Internet service (the "Service"). dishNET Satellite Broadband pays HNS a monthly per subscriber wholesale service fee for the Service based upon the subscriber's service level, and, beginning January 1, 2014, certain volume subscription thresholds. The Distribution Agreement has a term of five years with automatic renewal for successive one year terms unless either party gives written notice of its intent not to renew to the other party at least 180 days before the expiration of the then-current term. Upon expiration or termination of the Distribution Agreement, the parties will continue to provide the Service to the then-current dishNET subscribers pursuant to the terms and conditions of the Distribution Agreement. We incurred expenses payable to HNS of approximately $21.2 million under the Distribution Agreement during 2012.

TerreStar. On March 9, 2012, we completed the acquisition of substantially all the assets of TerreStar Networks, Inc. ("TerreStar"). Prior to our acquisition of substantially all the assets of TerreStar and EchoStar's completion of the Hughes acquisition, TerreStar and HNS entered into various agreements pursuant to which HNS provides, among other things, hosting, operations and maintenance services for TerreStar's satellite gateway and associated ground infrastructure. These agreements generally may be terminated by us at any time for convenience. We incurred expenses payable to HNS of approximately $5.0 million under these agreements during 2012.

Intellectual Property Matters Agreement. In connection with the Spin-off, we entered into an intellectual property matters agreement with EchoStar. The intellectual property matters agreement governs our relationship with EchoStar with respect to patents, trademarks and other intellectual property. The term of the intellectual property matters agreement will continue in perpetuity. Pursuant to the intellectual property matters agreement we irrevocably assigned to EchoStar all right, title and interest in certain patents, trademarks and other intellectual property necessary for the operation of EchoStar's set-top box business. In addition, the agreement permits EchoStar to use, in the operation of its set-top box business, certain other intellectual property currently owned or licensed by us and our subsidiaries. EchoStar granted to us and our subsidiaries a non-exclusive, non-transferable, worldwide license to use the name "EchoStar" and a portion of the assigned intellectual property as trade names and trademarks for a limited period of time in connection with the continued operation of our consumer business. The purpose of such license is to eliminate confusion on the part of customers and others during the period following the Spin-off. After the transitional period, we may not use the "EchoStar" name as a trademark, except in certain limited circumstances. Similarly, the intellectual property matters agreement provides that EchoStar will not make any use of the name or trademark "DISH Network" or any other trademark owned by us, except in certain circumstances. There were no payments under the intellectual property matters agreement during 2012. There are no payments expected under the intellectual property matters agreement in 2013.

International Programming Rights Agreement. During the year ended December 31, 2012, we made no purchases and for the years ended December 31, 2011 and 2010 we made no purchases and purchased $2 million, respectively, of certain international rights for sporting events from EchoStar, of which EchoStar retained only a certain portion.

Management Services Agreement. We have a management services agreement with EchoStar pursuant to which certain of our officers have been made available to provide services (which are primarily accounting services) to EchoStar. Specifically, Paul W. Orban remains employed by us, but also served as EchoStar's Senior Vice President and Controller through April 2012. EchoStar makes payments to us based upon an allocable portion of the personnel costs and expenses incurred by us with respect to such officers (taking into account wages and fringe benefits). These allocations are based upon the estimated percentages of time to be spent by our executive officers performing services for EchoStar under the management services agreement. EchoStar also reimburses us for direct out-of-pocket costs incurred by us for management services provided to EchoStar. We and EchoStar evaluate all charges for reasonableness at least annually and make any adjustments to these charges as we and EchoStar mutually agree upon. We earned revenues of less than $0.1 million from EchoStar under the management services agreement during 2012.

The management services agreement automatically renewed on January 1, 2013 for an additional one-year period until January 1, 2014 and renews automatically for successive one-year periods thereafter, unless terminated earlier: (i) by EchoStar at any time upon at least 30 days notice; (ii) by us at the end of any renewal term, upon at least 180 days notice; or (iii) by us upon notice to EchoStar, following certain changes in control.

Move Networks Services Agreement. In the fourth quarter 2011, EchoStar granted us the right to use Move Network's software and video publishing systems, which facilitate the streaming, downloading and distribution of audio and video content to set-top boxes via the Internet. The fees for the services provided under this agreement are based upon a fixed fee which varies based upon the number of set-top boxes in a given month that access Move Network's software. This agreement has a term of five years with automatic renewal for successive one year terms and may be terminated for any reason upon at least 180 days notice to EchoStar. Move Network's software was contributed to DISH Digital, and, therefore, as of July 1, 2012, services will no longer be provided pursuant to this agreement. We incurred expenses payable to EchoStar of approximately $0.2 million under this agreement during 2012.

NDS. In March 2012, we, EchoStar and NagraStar (as defined below), on the one hand, entered into a settlement agreement with NDS Group PLC and NDS Americas, Inc. (collectively, "NDS"), on the other hand. The settlement resolved all pending litigation between us, EchoStar and NagraStar, on the one hand, and NDS, on the other hand, including litigation relating to certain conditional access systems provided by NagraStar. We and EchoStar each incurred expenses of approximately $5 million under the settlement agreement with NDS during 2012.

Patent Cross-License Agreements. During December 2011, we and EchoStar entered into separate patent cross-license agreements with the same third party whereby: (i) EchoStar and such third party licensed their respective patents to each other subject to certain conditions; and (ii) we and such third party licensed our respective patents to each other subject to certain conditions (each, a "Cross-License Agreement"). Each Cross-License Agreement covers patents acquired by the respective party prior to January 1, 2017 and aggregate payments under both Cross-License Agreements total less than $10 million. Each Cross-License Agreement also contains an option to extend each Cross-License Agreement to include patents acquired by the respective party prior to January 1, 2022. If both options are exercised, the aggregate additional payments to such third party would total less than $3 million. However, we and EchoStar may elect to extend our respective Cross-License Agreement independent of each other. Since the aggregate payments under both Cross-License Agreements were based on the combined annual revenues of us and EchoStar, we and EchoStar agreed to allocate our respective payments to such third party based on our respective percentage of combined total revenue.

Product Support Agreement. In connection with the Spin-off, we entered into a product support agreement pursuant to which we have the right, but not the obligation, to receive product support from EchoStar (including certain engineering and technical support services) for all set-top boxes and related accessories that EchoStar has previously sold and in the future may sell to us. The fees for the services provided under the product support agreement are calculated at cost plus a fixed margin, which varies depending on the nature of the services provided. The term of the product support agreement is the economic life of such receivers and related accessories, unless terminated earlier. We may terminate the product support agreement for any reason upon at least 60 days notice. In the event of an early termination of this agreement, we are entitled to a refund of any unearned fees paid to EchoStar for the services. We incurred expenses payable to EchoStar of approximately $34.9 million under the product support agreement during 2012.

Professional Services Agreement. Prior to 2010, in connection with the Spin-off, we entered into various agreements with EchoStar including the Transition Services Agreement, Satellite Procurement Agreement and Services Agreement, which all expired on January 1, 2010 and were replaced by a Professional Services Agreement. During 2009, we and EchoStar agreed that EchoStar shall continue to have the right, but not the obligation, to receive the following services from us, among others, certain of which were previously provided under the Transition Services Agreement: information technology, travel and event coordination, internal audit, legal, accounting and tax, benefits administration, program acquisition services and other support services. Additionally, we and EchoStar agreed that we shall continue to have the right, but not the obligation, to engage EchoStar to manage the process of procuring new satellite capacity for us (previously provided under the Satellite Procurement Agreement) and receive logistics, procurement and quality assurance services from EchoStar (previously provided under the Services Agreement) and other support services. The Professional Services Agreement automatically renewed on January 1, 2013 for an additional one-year period until January 1, 2014 and renews automatically for successive one-year periods thereafter, unless terminated earlier by either party upon at least 60 days notice. However, either party may terminate the Professional Services Agreement in part with respect to any particular service it receives for any reason upon at least 30 days notice. We earned revenues of approximately $4.1 million from EchoStar under the professional services agreement during 2012. We incurred expenses payable to EchoStar of approximately $6.4 million under the professional services agreement during 2012.

Radio Access Network Agreement. On November 29, 2012, we entered into an agreement with HNS pursuant to which HNS will construct for us a ground-based satellite radio access network ("RAN") for a fixed fee. The completion of the RAN under this agreement is expected to occur on or before November 29, 2014. This agreement generally may be terminated by us at any time for convenience. We incurred expenses payable to HNS of approximately $2.5 million under this agreement during 2012.

Real Estate Lease Agreements . We have entered into lease agreements pursuant to which we lease certain real estate from EchoStar. The rent on a per square foot basis for each of the leases is comparable to per square foot rental rates of similar commercial property in the same geographic area, and EchoStar is responsible for its portion of the taxes, insurance, utilities and maintenance of the premises. We incurred expenses payable to EchoStar of approximately $13 million under these real estate lease agreements during 2012. The term of each of the leases is set forth below:

- *Inverness Lease Agreement.* The lease for certain space at 90 Inverness Circle East in Englewood, Colorado is for a period ending on December 31, 2016. This agreement can be terminated by either party upon six months prior notice.

- *Meridian Lease Agreement.* The lease for all of 9601 S. Meridian Blvd. in Englewood, Colorado is for a period ending on December 31, 2016.

- *Santa Fe Lease Agreement.* The lease for all of 5701 S. Santa Fe Dr. in Littleton, Colorado is for a period ending on December 31, 2016 with a renewal option for one additional year.

- *EchoStar Data Networks Sublease Agreement* . The sublease for certain space at 211 Perimeter Center in Atlanta, Georgia is for a period ending on October 31, 2016.

- *Gilbert Lease Agreement.* The lease for certain space at 801 N. DISH Dr. in Gilbert, Arizona is a month-to-month lease and can be terminated by either party upon 30 days prior notice.

- *Cheyenne Lease Agreement.* The lease for certain space at 530 EchoStar Drive in Cheyenne, Wyoming is for a period ending on December 31, 2031.

Additionally, since the Spin-off, we have entered into lease agreements pursuant to which we lease certain real estate to EchoStar. The rent on a per square foot basis for each of the leases is comparable to per square foot rental rates of similar commercial property in the same geographic areas, and EchoStar is responsible for its portion of the taxes, insurance, utilities and maintenance of the premises. We earned revenues of approximately $0.6 million from EchoStar under these real estate leases during 2012. The term of each of the leases is set forth below:

- Varick Sublease Agreement. During 2008, we subleased certain space at 185 Varick Street, New York, New York to EchoStar for a period of approximately seven years.

- El Paso Lease Agreement. During 2012, we leased certain space at 1285 Joe Battle Blvd. El Paso, Texas to EchoStar for a period ending on August 1, 2015, which also provides EchoStar with renewal options for four consecutive three-year terms.

Receiver Agreement . In connection with the Spin-off, we and EchoStar entered into a receiver agreement pursuant to which we had the right, but not the obligation, to purchase digital set-top boxes and related accessories, and other equipment from EchoStar for a period ending on January 1, 2012 (the "Prior Receiver Agreement"). The Prior Receiver Agreement allowed us to purchase digital set-top boxes, related accessories and other equipment from EchoStar at cost plus a fixed percentage margin, which varied depending on the nature of the equipment purchased. Additionally, EchoStar provided us with standard manufacturer warranties for the goods sold under the Prior Receiver Agreement. We were able to terminate the Prior Receiver Agreement for any reason upon at least 60 days notice to EchoStar. EchoStar was able to terminate the Prior Receiver Agreement if certain entities were to acquire us. The Prior Receiver Agreement also included an indemnification provision, whereby the parties indemnified each other for certain intellectual property matters.

Effective January 1, 2012, we and EchoStar entered into a new agreement (the "2012 Receiver Agreement") pursuant to which we have the right, but not the obligation, to purchase digital set-top boxes, related accessories, and other equipment from EchoStar for the period from January 1, 2012 to December 31, 2014. We have an option, but not the obligation, to extend the 2012 Receiver Agreement for one additional year upon 180 days notice prior to the end of the term. The material terms of the 2012 Receiver Agreement are substantially the same as the material terms of the Prior Receiver Agreement, except that the 2012 Receiver Agreement allows us to purchase digital set-top boxes, related accessories and other equipment from EchoStar either: (i) at a cost (decreasing as EchoStar reduces costs and increasing as costs increase) plus a dollar mark-up which will depend upon the cost of the product subject to a collar on EchoStar's mark-up; or (ii) at cost plus a fixed margin, which will depend on the nature of the equipment purchased. Under the 2012 Receiver Agreement EchoStar's margins will be increased if they are able to reduce the costs of their digital set-top boxes and their margins will be reduced if these costs increase. We incurred expenses payable to EchoStar of approximately $1.0 billion under the 2012 Receiver Agreement during 2012.

Remanufactured Receiver Agreement . We entered into a remanufactured receiver agreement with EchoStar pursuant to which EchoStar has the right, but not the obligation, to purchase remanufactured receivers and accessories from us at cost plus a fixed margin, which varies depending on the nature of the equipment purchased. In November 2012, we and EchoStar extended this agreement until December 31, 2013. EchoStar may terminate the remanufactured receiver agreement for any reason upon at least 60 days written notice to us. We may also terminate this agreement if certain entities acquire us. We earned revenues of approximately $3.5 million as a result of EchoStar's purchases of remanufactured receivers and accessories from us in 2012.

RUS Implementation Agreement **.** In September 2010, DISH Broadband L.L.C. ("DISH Broadband"), our wholly-owned subsidiary, was selected by the Rural Utilities Service ("RUS") of the United States Department of Agriculture to receive up to approximately $14 million in broadband stimulus grant funds (the "Grant Funds"). Effective November 2011, DISH Broadband and Hughes entered into a RUS Implementation Agreement (the "RUS Agreement") pursuant to which Hughes provides certain portions of the equipment and broadband service used to implement our RUS program. The initial term of the RUS Agreement shall continue until the earlier of: (i) September 24, 2013; or (ii) the date that the Grant Funds have been exhausted. In addition, DISH Broadband may terminate the RUS Agreement for convenience upon 45 days' prior written notice to Hughes. We incurred expenses payable to Hughes of approximately $2.1 million under the RUS Agreement during 2012.

Satellite Capacity Agreements

Satellite Capacity Leased from EchoStar. Since the Spin-off, we have entered into certain satellite capacity agreements pursuant to which we lease certain satellite capacity on certain satellites owned or leased by EchoStar. The fees for the services provided under these satellite capacity agreements depend, among other things, upon the orbital location of the applicable satellite and the length of the lease. We incurred expenses payable to EchoStar of approximately $116.3 million under satellite capacity agreements during 2012. The term of each lease is set forth below:

> *EchoStar VI, VIII and XII.* We lease certain satellite capacity from EchoStar on EchoStar VI, VIII and XII. The leases generally terminate upon the earlier of: (i) the end-of-life or replacement of the satellite (unless we determine to renew on a year-to-year basis); (ii) the date the satellite fails; (iii) the date the transponders on which service is being provided fails; or (iv) a certain date, which depends upon, among other things, the estimated useful life of the satellite, whether the replacement satellite fails at launch or in orbit prior to being placed into service and the exercise of certain renewal options. We generally have the option to renew each lease on a year-to-year basis through the end of the respective satellite's life. There can be no assurance that any options to renew such agreements will be exercised. Beginning in the first quarter 2013, we no longer lease capacity from EchoStar on the EchoStar VI and EchoStar VIII satellites.
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> *EchoStar IX* . We lease certain satellite capacity from EchoStar on EchoStar IX. Subject to availability, we generally have the right to continue to lease satellite capacity from EchoStar on EchoStar IX on a month-to-month basis.
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> *EchoStar XVI.* During December 2009, we entered into a transponder service agreement with EchoStar to lease all of the capacity on EchoStar XVI, a DBS satellite, after its service commencement date. EchoStar XVI was launched during November 2012 to replace EchoStar XV at the 61.5 degree orbital location and is currently in service. Under the original transponder service agreement, the initial term generally expired upon the earlier of: (i) the end-of-life or replacement of the satellite; (ii) the date the satellite failed; (iii) the date the transponder(s) on which service was being provided under the agreement failed; or (iv) ten years following the actual service

commencement date. Prior to expiration of the initial term, we also had the option to renew on a year-to-year basis through the end-of-life of the satellite. Effective December 21, 2012, we and EchoStar amended the transponder service agreement to, among other things, change the initial term to generally expire upon the earlier of: (i) the end-of-life or replacement of the satellite; (ii) the date the satellite fails; (iii) the date the transponder(s) on which service is being provided under the agreement fails; or (iv) four years following the actual service commencement date. Prior to expiration of the initial term, we have the option to renew for an additional six-year period. Prior to expiration of the initial term, EchoStar also has the right, upon certain conditions, to renew for an additional six-year period. If either we or EchoStar exercise our respective six-year renewal options, then we have the option to renew for an additional five-year period prior to expiration of the then-current term. There can be no assurance that any options to renew this agreement will be exercised.

EchoStar XV. EchoStar XV is owned by us and is operated at the 61.5 degree orbital location. The FCC has granted EchoStar a temporary authorization to operate the satellite at the 61.5 degree orbital location. For so long as EchoStar XV remains in service at the 61.5 degree orbital location, we are obligated to pay EchoStar a fee, which varies depending on the number of frequencies being used by EchoStar XV.

Nimiq 5 Agreement. During 2009, EchoStar entered into a fifteen-year satellite service agreement with Telesat Canada ("Telesat") to receive service on all 32 DBS transponders on the Nimiq 5 satellite at the 72.7 degree orbital location (the "Telesat Transponder Agreement"). During 2009, EchoStar also entered into a satellite service agreement (the "DISH Nimiq 5 Agreement") with us, pursuant to which we currently receive service from EchoStar on all 32 of the DBS transponders covered by the Telesat Transponder Agreement. We have also guaranteed certain obligations of EchoStar under the Telesat Transponder Agreement.

Under the terms of the DISH Nimiq 5 Agreement, we make certain monthly payments to EchoStar that commenced in September 2009 when the Nimiq 5 satellite was placed into service and continue through the service term. Unless earlier terminated under the terms and conditions of the DISH Nimiq 5 Agreement, the service term will expire ten years following the date it was placed into service. Upon expiration of the initial term we have the option to renew the DISH Nimiq 5 Agreement on a year-to-year basis through the end-of-life of the Nimiq 5 satellite. Upon in-orbit failure or end-of-life of the Nimiq 5 satellite, and in certain other circumstances, we have certain rights to receive service from EchoStar on a replacement satellite. There can be no assurance that any options to renew the DISH Nimiq 5 Agreement will be exercised or that we will exercise our option to receive service on a replacement satellite. We incurred expenses payable to EchoStar of approximately $78.9 million under the DISH Nimiq 5 Agreement during 2012.

QuetzSat-1 Lease Agreement. During 2008, EchoStar entered into a ten-year satellite service agreement with SES Latin America S.A. ("SES"), which provides, among other things, for the provision by SES to EchoStar of service on 32 DBS transponders on the QuetzSat-1 satellite at the 77 degree orbital location. During 2008, EchoStar also entered into a transponder service agreement ("QuetzSat-1 Transponder Agreement") with us pursuant to which we receive service from EchoStar on 24 of the DBS transponders. QuetzSat-1 was launched on September 29, 2011 and was placed into service during the fourth quarter 2011 at the 67.1 degree orbital location while we and EchoStar explored alternative uses for the QuetzSat-1 satellite. In the interim, EchoStar provided us with alternate capacity at the 77 degree orbital location. During the third quarter 2012, we and EchoStar entered into an agreement pursuant to which we sublease back to EchoStar five of the 24 DBS transponders on the QuetzSat-1 satellite. During January 2013, QuetzSat-1 was moved to the 77 degree orbital location and commenced commercial operations in February 2013.

Unless earlier terminated under the terms and conditions of the QuetzSat-1 Transponder Agreement, the initial service term will expire in November 2021. Upon expiration of the initial term, we have the option to renew the QuetzSat-1 Transponder Agreement on a year-to-year basis through the end-of-life of the QuetzSat-1 satellite. Upon an in-orbit failure or end-of-life of the QuetzSat-1 satellite, and in certain other circumstances, we have certain rights to receive service from EchoStar on a replacement satellite. There can be no assurance that any options to renew the QuetzSat-1 Transponder Agreement will be exercised or that we will exercise our option to receive service on a replacement satellite.

Satellite Capacity Leased to EchoStar. Since the Spin-off, we have entered into certain satellite capacity agreements pursuant to which EchoStar leases certain satellite capacity on certain satellites owned by us. We earned revenue of approximately $8.5 million from EchoStar under these satellite capacity agreements during 2012. The term of each lease is set forth below:

EchoStar I. During 2009, we entered into a satellite capacity agreement pursuant to which EchoStar leases certain satellite capacity from us on EchoStar I. The fee for the services provided under this satellite capacity agreement