

IN THE SUPREME COURT OF THE STATE OF NEVADA

PLUMBERS LOCAL UNION NO. 519
PENSION TRUST FUND; AND CITY OF
STERLING HEIGHTS POLICE AND FIRE
RETIREMENT SYSTEM, DERIVATIVELY
ON BEHALF OF NOMINAL DEFENDANT
DISH NETWORK CORPORATION,

Appellants,

vs.

CHARLES W. ERGEN; JAMES DEFRANCO;
CANTEY M. ERGEN; STEVEN R.
GOODBARN; DAVID K. MOSKOWITZ; TOM
A. ORTOLF; CARL E. VOGEL; GEORGE R.
BROKAW; JOSEPH P. CLAYTON; GARY S.
HOWARD; DISH NETWORK
CORPORATION, A NEVADA
CORPORATION; AND SPECIAL
LITIGATION COMMITTEE OF DISH
NETWORK CORPORATION,

Respondents.

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A-17-763397-B

JOINT APPENDIX
Vol. 20 of 85
[JA004290-JA004539]

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Report of the Special Litigation Committee of DISH Network Corporation and Appendices of Exhibits Thereto (Exs. 1-792; Appx. Vols. 1-50)	4-73	JA000739- JA016874	11/27/18
Evidentiary Hearing SLC Exhibit 102²			

¹ Volumes 2-85 of the Joint Appendix include only a per-volume table of contents. Volume 1 of the Joint Appendix includes a full table of contents incorporating all documents in Volumes 1-85.

² The Evidentiary Hearing Exhibits were filed with the District Court on July 6, 2020.

carrying amount of our available-for-sale securities to fair value and report the related temporary unrealized gains and losses as a separate component of “Accumulated other comprehensive income (loss)” within “Total stockholders’ equity (deficit),” net of related deferred income tax on our Consolidated Balance Sheets. Declines in the fair value of a marketable investment security which are determined to be “other-than-temporary” are recognized in the Consolidated Statements of Operations and Comprehensive Income (Loss), thus establishing a new cost basis for such investment. Our trading securities are

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also carried at fair value, with changes in fair value recognized in “Other, net” within “Other Income (Expense)” on our Consolidated Statements of Operations and Comprehensive Income (Loss).

We evaluate our marketable investment securities portfolio on a quarterly basis to determine whether declines in the fair value of these securities are other-than-temporary. This quarterly evaluation consists of reviewing, among other things:

- the fair value of our marketable investment securities compared to the carrying amount,
- the historical volatility of the price of each security, and
- any market and company specific factors related to each security.

Declines in the fair value of debt and equity investments below cost basis are generally accounted for as follows:

Length of Time Investment Has Been In a Continuous Loss Position	Treatment of the Decline in Value (absent specific factors to the contrary)
Less than six months	Generally, considered temporary.
Six to nine months	Evaluated on a case by case basis to determine whether any company or market-specific factors exist indicating that such decline is other-than-temporary.
Greater than nine months	Generally, considered other-than-temporary. The decline in value is recorded as a charge to earnings.

Additionally, in situations where the fair value of a debt security is below its carrying amount, we consider the decline to be other-than-temporary and record a charge to earnings if any of the following factors apply:

- we have the intent to sell the security,
- it is more likely than not that we will be required to sell the security before maturity or recovery, or
- we do not expect to recover the security’s entire amortized cost basis, even if there is no intent to sell the security.

In general, we use the first in, first out method to determine the cost basis on sales of marketable investment securities.

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Trade Accounts Receivable

Management estimates the amount of required allowances for the potential non-collectability of accounts receivable based upon past collection experience and consideration of other relevant factors. However, past experience may not be indicative of future collections and therefore additional charges could be incurred in the future to reflect differences between estimated and actual collections.

Inventory

Inventory is stated at the lower of cost or net realizable value. Cost is determined using the first-in, first-out method. The cost of manufactured inventory includes the cost of materials, labor, freight-in, royalties and manufacturing overhead. Net realizable value is calculated as the estimated selling price less reasonable costs necessary to complete, sell, transport and dispose of the inventory.

Property and Equipment

Property and equipment are stated at amortized cost less impairment losses, if any. The costs of satellites under construction, including interest and certain amounts prepaid under our satellite service agreements, are capitalized during the construction phase, assuming the eventual successful launch and in-orbit operation of the satellite. If a satellite were to fail during launch or while in-orbit, the resultant loss would be charged to expense in the period such loss was incurred. The amount of any such loss would be reduced to the extent of insurance proceeds estimated to be received, if any. Depreciation is recorded on a straight-line basis over useful lives ranging from one

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to 40 years. Repair and maintenance costs are charged to expense when incurred. Renewals and improvements that add value or extend the asset's useful life are capitalized. Costs related to the procurement and development of software for internal-use are capitalized and amortized using the straight-line method over the estimated useful life of the software.

Impairment of Long-Lived Assets

We review our long-lived assets and identifiable finite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. For assets which are held and used in operations, the asset would be impaired if the carrying amount of the asset (or asset group) exceeded its undiscounted future net cash flows. Once an impairment is determined, the actual impairment recognized is the difference between the carrying amount and the fair value as estimated using one of the following approaches: income, cost and/or market. Assets which are to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. The carrying amount of a long-lived asset or asset group is considered impaired when the anticipated undiscounted cash flows from such asset or asset group is less than its carrying amount. In that event, a loss is recorded in "Impairment of long-lived assets" on our Consolidated Statements of Operations and Comprehensive Income (Loss) based on the amount by which

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the carrying amount exceeds the fair value of the long-lived asset or asset group. Fair value, using the income approach, is determined primarily using a discounted cash flow model that uses the estimated cash flows associated with the asset or asset group under review, discounted at a rate commensurate with the risk involved. Fair value, utilizing the cost approach, is determined based on the replacement cost of the asset reduced for, among other things, depreciation and obsolescence. Fair value, utilizing the market approach, benchmarks the fair value against the carrying amount. See Note 8 for further information.

DBS Satellites. We currently evaluate our DBS satellite fleet for impairment as one asset group whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. We do not believe any triggering event has occurred which would indicate impairment as of December 31, 2017.

AWS-4 Satellites. We currently evaluate our AWS-4 satellite fleet for impairment whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. For the year ended December 31, 2017, we wrote down the net book value of the T1 satellite to its estimated fair value as of December 31, 2017 and recorded a \$146 million impairment charge in "Impairment of long-lived assets" on our Consolidated Statements of Operations and Comprehensive Income (Loss). We did not believe any triggering event occurred which would indicate impairment as of December 31, 2016. For the year ended December 31, 2015, we wrote down the net book value of the D1 satellite and related ground equipment to its fair value as of December 31, 2015 and recorded a \$123 million impairment charge in "Impairment of long-lived assets" on our Consolidated Statements of Operations and Comprehensive Income (Loss). See Note 8 for further information.

Indefinite-Lived Intangible Assets and Goodwill

We do not amortize indefinite-lived intangible assets and goodwill but test these assets for impairment annually, during the fourth quarter or more often if indicators of impairment arise. Intangible assets that have finite lives are amortized over their estimated useful lives and tested for impairment as described above for long-lived assets. Our intangible assets with indefinite lives primarily consist of FCC licenses. Generally, we have determined that our DBS licenses have indefinite useful lives due to the following:

- FCC licenses are a non-depleting asset;
- existing FCC licenses are integral to our business segments and will contribute to cash flows indefinitely;
- replacement DBS satellite applications are generally authorized by the FCC subject to certain conditions, without substantial cost under a stable regulatory, legislative and legal environment;
- maintenance expenditures to obtain future cash flows are not significant;
- FCC licenses are not technologically dependent; and

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- we intend to use these assets indefinitely.

DBS FCC Licenses. We combine all of our indefinite-lived DBS licenses that we currently utilize or plan to utilize in the future into a single unit of accounting. For 2017, 2016 and 2015, management performed a qualitative assessment to determine whether it is more likely than not that the fair value of the DBS FCC licenses exceeds its carrying amount. In our assessment, we considered several qualitative factors, including, among others, overall financial performance, industry and market considerations, and relevant company specific events. In contemplating all factors in their totality, we concluded that it is more likely than not that the fair value of the DBS FCC licenses exceeds its carrying amount. As such, no further analysis was required.

Wireless Spectrum Licenses. We currently combine our 600 MHz, 700 MHz, AWS-4 and H Block wireless spectrum licenses and the Northstar Licenses and SNR Licenses into a single unit of accounting. For 2017, management performed a qualitative assessment to determine whether it is more likely than not that the fair value of these licenses exceeds the carrying amount of these licenses. In our assessment, we considered several qualitative factors, including, among others, macroeconomic conditions, industry and market conditions, relevant company specific events, and perception of the market. In contemplating all factors in their totality, we concluded that it is more likely than not that the fair value of these licenses exceeds the carrying amount of these licenses. As such, no further analysis was required.

During 2016 and 2015, our AWS-4 and H Block wireless spectrum licenses and the Northstar Licenses and SNR Licenses were combined into a single unit of accounting. For 2016 and 2015, management performed a qualitative assessment to determine whether it was more likely than not that the fair value of these licenses exceeded the carrying amount of these licenses. In our assessment, we considered several qualitative factors, including, among others, macroeconomic conditions, industry and market conditions, relevant company specific events, and perception of the market. In contemplating all factors in their totality, we concluded that it is more likely than not that the fair value of these licenses exceeded the carrying amount of these licenses. As such, no further analysis was required.

During 2016 and 2015, our 700 MHz wireless spectrum licenses were assessed as a single unit of accounting. For 2016 and 2015, management performed a qualitative assessment to determine whether it was more likely than not that the fair value of the 700 MHz wireless spectrum licenses exceeded its carrying amount. In our assessment, we considered several qualitative factors, including, among others, macroeconomic conditions, industry and market conditions, relevant company specific events, and perception of the market. In contemplating all factors in their totality, we concluded that it is more likely than not that the fair value of these licenses exceeded its carrying amount. As such, no further analysis was required.

Changes in circumstances or market conditions could result in a write-down of any of the above wireless spectrum licenses in the future.

Capitalized Interest

We capitalize interest associated with the acquisition or construction of certain assets, including, among other things, satellites and wireless spectrum licenses. Capitalization of interest begins when, among other things, steps are taken to prepare the asset for its intended use and ceases when the asset is ready for its intended use or when these activities are substantially suspended.

We are currently preparing for the commercialization of our AWS-4, H Block, 700 MHz, 600 MHz and MVDDS wireless spectrum licenses, and interest expense related to their carrying amount is being capitalized. In addition, the FCC has granted certain AWS-3 Licenses to Northstar Wireless and to SNR Wireless, respectively, in which we have made certain non-controlling investments. Northstar Wireless and SNR Wireless are preparing for the commercialization of their AWS-3 Licenses and interest expense related to their carrying

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amount is also being capitalized. On June 14, 2017, the FCC issued an order granting our application to acquire the 600 MHz Licenses, and we began preparing for the commercialization of our 600 MHz Licenses and began capitalizing interest related to these licenses on June 14, 2017. As the carrying amount of the licenses discussed above exceeded the carrying

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value of our long-term debt beginning on June 14, 2017, materially all of our interest expense is now being capitalized.

Business Combinations

When we acquire a business, we allocate the purchase price to the various components of the acquisition based upon the fair value of each component using various valuation techniques, including the market approach, income approach and/or cost approach. The accounting standard for business combinations requires most identifiable assets, liabilities, noncontrolling interests and goodwill acquired to be recorded at fair value. Transaction costs related to the acquisition of the business are expensed as incurred. Costs associated with the issuance of debt associated with a business combination are capitalized and included as a yield adjustment to the underlying debt's stated rate. Acquired intangible assets other than goodwill are amortized over their estimated useful lives unless the lives are determined to be indefinite. Amortization of these intangible assets are recorded on a straight-line basis over an average finite useful life primarily ranging from approximately one to 20 years or in relation to the estimated discounted cash flows over the life of the intangible asset.

Other Investment Securities

Generally, we account for our unconsolidated equity investments under either the equity method or cost method of accounting. Because these equity securities are generally not publicly traded, it is not practical to regularly estimate the fair value of the investments; however, these investments are subject to an evaluation for other-than-temporary impairment on a quarterly basis. This quarterly evaluation consists of reviewing, among other things, company business plans, current financial statements and key financial metrics, if available, for factors that may indicate an impairment of our investment. Such factors may include, but are not limited to, cash flow concerns, material litigation, violations of debt covenants and changes in business strategy. The fair value of these equity investments is not estimated unless there are identified changes in circumstances that may indicate an impairment exists and these changes are likely to have a significant adverse effect on the fair value of the investment.

Long-Term Deferred Revenue and Other Long-Term Liabilities

Certain programmers provide us up-front payments. Such amounts are deferred and recognized as reductions to "Subscriber-related expenses" on a straight-line basis over the relevant remaining contract term (generally up to ten years). The current and long-term portions of these deferred credits are recorded on our Consolidated Balance Sheets in

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“Deferred revenue and other” and “Long-term deferred revenue and other long-term liabilities,” respectively.

Sales Taxes

We account for sales taxes imposed on our goods and services on a net basis in our Consolidated Statements of Operations and Comprehensive Income (Loss). Since we primarily act as an agent for the governmental authorities, the amount charged to the customer is collected and remitted directly to the appropriate jurisdictional entity.

Income Taxes

We establish a provision for income taxes currently payable or receivable and for income tax amounts deferred to future periods. Deferred tax assets and liabilities are recorded for the estimated future tax effects of differences that exist between the book and tax basis of assets and liabilities. Deferred tax assets are offset by valuation allowances when we believe it is more likely than not that such net deferred tax assets will not be realized.

Accounting for Uncertainty in Income Taxes

From time to time, we engage in transactions where the tax consequences may be subject to uncertainty. We record a liability when, in management’s judgment, a tax filing position does not meet the more likely than not threshold. For tax positions that meet the more likely than not threshold, we may record a liability depending on management’s assessment of how the tax position will ultimately be settled. We adjust our estimates periodically for ongoing

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examinations by and settlements with various taxing authorities, as well as changes in tax laws, regulations and precedent. We classify interest and penalties, if any, associated with our uncertain tax positions as a component of “Interest expense, net of amounts capitalized” and “Other, net,” respectively, on our Consolidated Statements of Operations and Comprehensive Income (Loss).

Fair Value Measurements

We determine fair value based on the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. Market or observable inputs are the preferred source of values, followed by unobservable inputs or assumptions based on hypothetical transactions in the absence of market inputs. We apply the following hierarchy in determining fair value:

- Level 1, defined as observable inputs being quoted prices in active markets for identical assets;
- Level 2, defined as observable inputs other than quoted prices included in Level 1, including quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar instruments in markets that are not active; and derivative financial instruments indexed to marketable investment securities; and

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- Level 3, defined as unobservable inputs for which little or no market data exists, consistent with reasonably available assumptions made by other participants therefore requiring assumptions based on the best information available.

As of December 31, 2017 and 2016, the carrying amount for cash and cash equivalents, trade accounts receivable (net of allowance for doubtful accounts) and current liabilities (excluding the “Current portion of long-term debt and capital lease obligations”) was equal to or approximated fair value due to their short-term nature or proximity to current market rates. See Note 6 for the fair value of our marketable investment securities and derivative financial instruments.

Fair values for our publicly traded debt securities are based on quoted market prices, when available. The fair values of private debt are based on, among other things, available trade information, and/or an analysis in which we evaluate market conditions, related securities, various public and private offerings, and other publicly available information. In performing this analysis, we make various assumptions regarding, among other things, credit spreads, and the impact of these factors on the value of the debt securities. See Note 9 for the fair value of our long-term debt.

Deferred Debt Issuance Costs and Debt Discounts

In accordance with accounting guidance on embedded conversion features, we value and bifurcate the conversion option associated with convertible notes from the host debt instrument. The resulting debt discount is deferred and amortized to interest expense using the effective interest rate method over the terms of the respective notes.

Costs of issuing debt are generally deferred and amortized to interest expense using the effective interest rate method over the terms of the respective notes.

See Note 9 for further information.

Revenue Recognition

We recognize revenue when an arrangement exists, prices are determinable, collectability is reasonably assured and the goods or services have been delivered.

Revenue from our Pay-TV services is recognized when programming is broadcast to subscribers. We recognize revenue from our broadband services when the service is provided. Payments received from Pay-TV and broadband

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subscribers in advance of the broadcast or service period are recorded as “Deferred revenue and other” in our Consolidated Balance Sheets until earned. Revenue from equipment sales generally is recognized upon shipment to customers.

For certain of our promotions, subscribers are charged an upfront fee. A portion of these fees may be deferred and recognized over the estimated subscriber life for new subscribers or the

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estimated remaining life for existing subscribers ranging from four to five years. Revenue from advertising sales is recognized when the related services are performed.

Subscriber fees for DISH TV equipment rental fees and other hardware related fees, including fees for DVRs, fees for broadband equipment and additional outlet fees, advertising services and fees earned from our in-home service operations are recognized as revenue as earned. Generally, revenue from equipment sales, equipment upgrades and sales of streaming-capable devices for our Sling TV services are recognized upon shipment to customers.

Certain of our existing and new subscriber promotions include programming discounts. Programming revenues are recorded as earned at the discounted monthly rate charged to the subscriber.

We offer our customers the opportunity to download movies for a specific viewing period or permanently purchase a movie from our website. We recognize revenue when the movie is successfully downloaded by the customer, which, based on our current technology, occurs at the time the customer plays the movie for the first time.

Subscriber-Related Expenses

The cost of television programming distribution rights is generally incurred on a per subscriber basis and various upfront carriage payments are recognized when the related programming is distributed to subscribers. Long-term flat rate programming contracts are charged to expense using the straight-line method over the term of the agreement. The cost of television programming rights to distribute live sporting events for a season or tournament is charged to expense using the straight-line method over the course of the season or tournament.

“Subscriber-related expenses” in the Consolidated Statements of Operations and Comprehensive Income (Loss) principally include programming expenses, costs for Pay-TV and broadband services incurred in connection with our in-home service and call center operations, billing costs, refurbishment and repair costs related to DBS receiver systems and broadband equipment, subscriber retention, other variable subscriber expenses and monthly wholesale fees paid to broadband providers. These costs are recognized as the services are performed or as incurred. The cost of broadband services is expensed monthly and generally incurred on a per subscriber basis.

Cost of Sales – Equipment and Other

Costs include the cost of non-subsidized sales of DBS accessories and the cost of sales of digital receivers and related components to third-party pay-TV providers, both of which include freight and royalties. Costs are generally recognized as products are delivered to customers and the related revenue is recognized.

Subscriber Acquisition Costs

Subscriber acquisition costs in our Consolidated Statements of Operations and Comprehensive Income (Loss) consist of costs incurred to acquire new Pay-TV and broadband subscribers through independent third-party retailer’s, third-party marketing agreements and our direct sales distribution channel. Subscriber acquisition costs include the following line items from our Consolidated Statements of Operations and Comprehensive Income (Loss):

- “Cost of sales – subscriber promotion subsidies” includes the cost of our DBS receiver systems sold to independent third-party retailers and other distributors of our equipment and DBS receiver systems sold directly by us to DISH TV subscribers.

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- “*Other subscriber acquisition costs*” includes net costs related to promotional incentives and costs related to installation and other promotional subsidies for our DISH TV services as well as our direct sales efforts and commissions for our Sling TV services.
- “*Subscriber acquisition advertising*” includes advertising and marketing expenses related to the acquisition of new Pay-TV and broadband subscribers. Advertising costs are expensed as incurred.

We characterize amounts paid to our independent third-party retailers as consideration for equipment installation services and for equipment buydowns (incentives and rebates) as a reduction of revenue. We expense payments for equipment installation services as “Other subscriber acquisition costs.” Our payments for equipment buydowns represent a partial or complete return of the independent third-party retailer’s purchase price and are, therefore, netted against the proceeds received from the independent third-party retailer. We report the net cost from our various sales promotions through our independent third-party retailer network as a component of “Other subscriber acquisition costs.”

Research and Development

Research and development costs are expensed as incurred. Research and development costs totaled \$33 million, \$41 million and \$46 million for the years ended December 31, 2017, 2016 and 2015, respectively.

Derivative Financial Instruments

We may purchase and hold derivative financial instruments for, among other reasons, strategic or speculative purposes. We record all derivative financial instruments on our Consolidated Balance Sheets at fair value as either assets or liabilities. Changes in the fair values of derivative financial instruments are recognized in our results of operations and included in “Other, net” within “Other Income (Expense)” on our Consolidated Statements of Operations and Comprehensive Income (Loss). We have not designated any derivative financial instrument for hedge accounting.

As of December 31, 2017 and 2016, we did not hold any derivative financial instruments. As of December 31, 2015, we held derivative financial instruments indexed to the trading price of common equity securities with a fair value of \$557 million. The fair value of these derivative financial instruments was dependent on the trading price of the indexed common equity securities. See Note 6 for further information.

Equipment Lease Programs

DISH TV subscribers have the choice of leasing or purchasing the satellite receiver and other equipment necessary to receive our DISH TV services. Most of our new DISH TV subscribers choose to lease equipment and thus we retain title to such equipment. New broadband subscribers lease the modem and other equipment necessary to receive broadband

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services. Equipment leased to new and existing DISH TV and broadband subscribers is capitalized and depreciated over their estimated useful lives.

New Accounting Pronouncements

Revenue from Contracts with Customers. On May 28, 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update 2014-09 *Revenue from Contracts with Customers (Topic 606)* (“ASU 2014-09”), and has modified the standard thereafter. ASU 2014-09 provides a framework for revenue recognition that replaces most existing GAAP revenue recognition guidance. ASU 2014-09 also includes ASC 340-40 which codifies the guidance on other assets and deferred costs relating to contracts with customers. ASC 340-40 specifies the accounting treatment for costs an entity incurs to obtain and fulfill a contract to provide goods and services to customers. ASU 2014-09 became effective for us on January 1, 2018 and we elected to adopt the standard using the modified retrospective method. The impacts of the standard to us will include, among other things, the following:

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- We will recognize an asset for the incremental costs of obtaining a contract with a subscriber if we expect the benefit of those costs to be longer than one year. We have determined that certain sales incentive programs, including those with our independent third-party retailers, will meet the requirements to be capitalized, and expenses incurred under these programs will therefore be capitalized and amortized over the estimated subscriber life, whereas our current policy is to expense these costs as incurred.
- We will change the timing of revenue recognition for certain nonrefundable upfront fees received from our residential video and broadband subscribers as these fees will be accounted for as implied performance obligations in the form of a material right to the customer related to the customer’s option to renew without having to pay an additional fee upon renewal.
- Certain contracts related to our commercial, advertising, and equipment sales have one-time payments and deliverables that are significant to those contracts and for which the timing of revenue recognition will change. Note that while the one-time payments are significant to the contracts themselves, these contracts are not significant to our overall results of operations.

We have concluded that for our residential video and broadband customers under a contract, the contract term under ASU 2014-09 is one month. Accordingly, while there will be changes in the way certain upfront fees and other items are recognized as discussed above, we do not believe at this time there will be a material change to our revenue recognition model for our residential video and broadband customers. Under the modified retrospective method we will recognize an asset for capitalized commission costs only for customers for which their initial contract was considered open as of January 1, 2018. We are currently in the process of applying the new guidance to all open contracts as of January 1, 2018 with existing customers and will recognize in beginning retained earnings an adjustment for the cumulative effect of the change, which we believe will be immaterial. We will provide

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additional disclosures for periods ending in 2018 comparing the results under previous guidance to those under the new standard.

Recognition and Measurement of Financial Assets and Financial Liabilities. On January 5, 2016, the FASB issued ASU 2016-01 *Recognition and Measurement of Financial Assets and Financial Liabilities* (“ASU 2016-01”), which amends certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This amendment requires all equity investments to be measured at fair value with changes in the fair value recognized through net income (other than those accounted for under equity method of accounting or those that result in consolidation of the investee). This standard will be effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. We expect that the adoption of ASU 2016-01 will have an immaterial impact on our Consolidated Financial Statements and related disclosures.

Statement of Cash Flows - Update. On August 26, 2016, the FASB issued 2016-15 *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* (“ASU 2016-15”). This update consists of eight provisions that provide guidance on the classification of certain cash receipts and cash payments. If practicable, this update should be applied using a retrospective transition method to each period presented. For the provisions that are impracticable to apply retrospectively, those provisions may be applied prospectively as of the earliest date practicable. This update will become effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted. We expect that the adoption of ASU 2016-15 will have an immaterial impact on our Consolidated Financial Statements and related disclosures.

Statement of Cash Flows: Restricted Cash. On November 17, 2016, the FASB issued ASU 2016-18 *Restricted Cash* (“ASU 2016-18”), which addresses the diversity where changes in restricted cash are classified on the cash flow statement. ASU 2016-18 requires that changes in restricted cash and cash equivalents be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts on the statement of cash flows. This standard will be effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted. We expect that the adoption of ASU 2016-18 will have an immaterial impact on our Consolidated Financial Statements and related disclosures.

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Leases. On February 25, 2016, the FASB issued ASU 2016-02 *Leases* (“ASU 2016-02”), which relates to the accounting of leasing transactions. This standard requires a lessee to record on the balance sheet the assets and liabilities for the rights and obligations created by leases with lease terms of more than 12 months. In addition, this standard requires both lessees and lessors to disclose certain key information about lease transactions. This standard will be effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. We are evaluating the impact the adoption of ASU 2016-02 will have on our Consolidated Financial Statements and related disclosures.

Financial Instruments – Credit Losses. On June 16, 2016, the FASB issued ASU 2016-13 *Financial Instruments – Credit Losses, Measurement of Credit Losses on Financial*

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Instruments (“ASU 2016-13”), which changes the way entities measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net earnings. This standard will be effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. Early adoption is permitted. We are evaluating the impact the adoption of ASU 2016-13 will have on our Consolidated Financial Statements and related disclosures.

3. Basic and Diluted Net Income (Loss) Per Share

We present both basic earnings per share (“EPS”) and diluted EPS. Basic EPS excludes potential dilution and is computed by dividing “Net income (loss) attributable to DISH Network” by the weighted-average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur if stock awards were exercised and if our 3 3/8% Convertible Notes due 2026 issued August 8, 2016 (the “Convertible Notes due 2026”) and our 2 3/8% Convertible Notes due 2024 issued March 17, 2017 (the “Convertible Notes due 2024,” and collectively with the Convertible Notes due 2026, the “Convertible Notes”) were converted. The potential dilution from stock awards is accounted for using the treasury stock method based on the average market value of our Class A common stock. The potential dilution from conversion of the Convertible Notes is accounted for using the if-converted method, which requires that all of the shares of our Class A common stock issuable upon conversion of the Convertible Notes will be included in the calculation of diluted EPS assuming conversion of the Convertible Notes at the beginning of the reporting period (or at time of issuance, if later). The following table presents EPS amounts for all periods and the basic and diluted weighted-average shares outstanding used in the calculation.

	For the Years Ended December 31,		
	2017	2016	2015
	(In thousands, except per share amounts)		
Net income (loss)	\$2,165,407	\$ 1,550,785	\$ 842,026
Less: Net income (loss) attributable to noncontrolling interests, net of tax	66,718	52,846	39,652
Net income (loss) attributable to DISH Network - Basic	2,098,689	1,497,939	802,374
Interest on dilutive Convertible Notes, net of tax	30,028	27,515	—
Net income (loss) attributable to DISH Network - Diluted	\$2,128,717	\$ 1,525,454	\$ 802,374
Weighted-average common shares outstanding - Class A and B common stock:			
Basic	466,021	464,807	462,995
Dilutive impact of Convertible Notes	55,692	18,361	—
Dilutive impact of stock awards outstanding	883	994	1,702
Diluted	522,596	484,162	464,697
Earnings per share - Class A and B common stock:			
Basic net income (loss) per share attributable to DISH Network	\$ 4.50	\$ 3.22	\$ 1.73
Diluted net income (loss) per share attributable to DISH Network	\$ 4.07	\$ 3.15	\$ 1.73

Certain stock awards to acquire our Class A common stock are not included in the weighted-average common shares outstanding above, as their effect is anti-dilutive. In addition, vesting of performance based options and rights to acquire shares of our Class A common stock granted pursuant to our performance based stock incentive plans (“Restricted Performance Units”) are both contingent upon meeting certain goals, some of which are not yet probable of being achieved. Furthermore, the warrants that we issued to certain option counterparties in connection with the Convertible Notes due 2026 are only exercisable at their expiration if the market price per share of our

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Class A common stock is greater than the strike price of the warrants, which is approximately \$86.08 per share, subject to adjustments. As a consequence, the following are not included in the diluted EPS calculation.

	As of December 31,		
	2017	2016	2015
		(In thousands)	
Anti-dilutive stock awards	1,694	1,870	712
Performance based options (1)	5,491	4,312	3,905
Restricted Performance Units/Awards	2,436	1,336	1,382
Common stock warrants	46,029	46,029	-
Total	55,650	53,547	5,999

- (1) The increase in performance based options as of December 31, 2017 primarily resulted from the issuance of stock option awards as of January 1, 2017 under a long-term, performance-based stock incentive plan adopted on December 2, 2016 (the "2017 LTIP").

4. Supplemental Data - Statements of Cash Flows

The following table presents our supplemental cash flow and other non-cash data.

	For the Years Ended December 31,		
	2017	2016	2015
		(In thousands)	
Cash paid for interest (including capitalized interest)	\$ 996,183	\$775,300	\$854,147
Cash received for interest	6,925	15,020	21,380
Cash paid for income taxes (1)	40,362	439,570	16,014
Capitalized interest (2)	1,015,901	844,330	369,897
Initial equity component of the 2 3/8% Convertible Notes due 2024, net of deferred taxes of \$92,512 (3)	159,869	—	—
Initial equity component of the 3 3/8% Convertible Notes due 2026, net of deferred taxes of \$286,322	—	487,521	—
Employee benefits paid in Class A common stock	23,164	25,146	26,026
Satellites and other assets financed under capital lease obligations	1,573	7,850	7,931
Vendor financing	—	20,000	—

- (1) As a result of, among other things, the FCC granting our application to acquire the 600 MHz Licenses and less taxable income during 2017, cash paid for income taxes was significantly lower than in the prior period. Certain changes resulting from the Tax Cuts and Jobs Act of 2017 (the "Tax Reform Act"), including, among other things, limitations on the deductibility of interest, may increase cash paid for income taxes in 2018.
- (2) See Note 2 for further information.
- (3) See Note 9 for further information.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

5. Other Comprehensive Income (Loss)

The following table presents the tax effect on each component of “Other comprehensive income (loss).”

	For the Years Ended December 31,								
	2017			2016			2015		
	Before Tax	Tax (Expense)	Net of Tax	Before Tax	Tax (Expense)	Net of Tax	Before Tax	Tax (Expense) Benefit	Net of Tax
	Amount	Benefit	Amount	Amount	Benefit	Amount	Amount	(1)	Amount
	(In thousands)								
Foreign currency translation adjustments	\$ 1,027	\$ —	\$ 1,027	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Unrealized holding gains (losses) on available-for-sale securities	9,671	(3,525)	6,146	3,050	(1,111)	1,939	20,205	(7,476)	12,729
Recognition of previously unrealized (gains) losses on available-for-sale securities included in net income (loss)	(11,129)	4,057	(7,072)	(99,312)	36,173	(63,139)	(99,361)	(25,894)	(125,255)
Other comprehensive income (loss)	<u>\$ (431)</u>	<u>\$ 532</u>	<u>\$ 101</u>	<u>\$(96,262)</u>	<u>\$ 35,062</u>	<u>\$(61,200)</u>	<u>\$(79,156)</u>	<u>\$ (33,370)</u>	<u>\$(112,526)</u>

- (1) Prior to December 31, 2012, we had established a valuation allowance against all deferred tax assets that were capital in nature. At December 31, 2012, it was determined that these deferred tax assets were realizable and the valuation allowance was released, including the valuation allowance related to a specific portfolio of available-for-sale securities for which changes in fair value had historically been recognized as a separate component of “Accumulated other comprehensive income (loss).” Under the intra-period tax allocation rules, a credit of \$63 million was recorded in “Accumulated other comprehensive income (loss)” on our Consolidated Balance Sheets related to the release of this valuation allowance.

We elected to use the aggregate portfolio method to determine when the \$63 million would be released from “Accumulated other comprehensive income (loss)” to “Income tax (provision) benefit, net” on our Consolidated Statements of Operations and Comprehensive Income (Loss). Under the aggregate portfolio approach, the intra-period tax allocation remaining in “Accumulated other comprehensive income (loss)” is not released to “Income tax (provision) benefit, net” until such time that the specific portfolio of available-for-sale securities that generated the original intra-period allocation is liquidated. During the first quarter 2015, this specific available-for-sale security portfolio was liquidated and the \$63 million credit that was previously recorded in “Accumulated other comprehensive income (loss)” was released to “Income tax (provision) benefit, net.” This adjustment has no net effect on “Net cash flows from operating activities” or “Total stockholders’ equity (deficit).”

The “Accumulated other comprehensive income (loss)” is detailed in the following table, net of tax:

**Foreign Unrealized/
Currency Recognized**

JA004303
003175

Accumulated Other Comprehensive Income (Loss)	Translation Adjustment	Gains (Losses)	Total
	(In thousands)		
Balance as of December 31, 2015	\$ —	\$ 61,981	\$ 61,981
Other comprehensive income (loss) before reclassification	—	1,939	1,939
Amounts reclassified from accumulated other comprehensive income (loss)	—	(63,139)	(63,139)
Balance as of December 31, 2016	\$ —	\$ 781	\$ 781
Foreign currency translation adjustments	1,027	—	1,027
Other comprehensive income (loss) before reclassification	—	6,146	6,146
Amounts reclassified from accumulated other comprehensive income (loss)	—	(7,072)	(7,072)
Balance as of December 31, 2017	<u>\$ 1,027</u>	<u>\$ (145)</u>	<u>\$ 882</u>

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

6. Marketable Investment Securities, Restricted Cash and Cash Equivalents, and Other Investment Securities

Our marketable investment securities, restricted cash and cash equivalents, and other investment securities consisted of the following:

	As of December 31,	
	2017	2016
	(In thousands)	
Marketable investment securities:		
Current marketable investment securities:		
Strategic - available-for-sale	\$ 195	\$ 6,721
Strategic - trading	93,367	—
Other	407,603	28,895
Total current marketable investment securities	<u>501,165</u>	<u>35,616</u>
Restricted marketable investment securities (1)	72,014	81,679
Total marketable investment securities	<u>573,179</u>	<u>117,295</u>
Restricted cash and cash equivalents (1)	393	681
Other investment securities:		
Other investment securities - equity method	113,460	25,098
Other investment securities - cost method	—	8,150
Total other investment securities	<u>113,460</u>	<u>33,248</u>
Total marketable investment securities, restricted cash and cash equivalents, and other investment securities	<u>\$ 687,032</u>	<u>\$ 151,224</u>

- (1) Restricted marketable investment securities and restricted cash and cash equivalents are included in "Restricted cash, cash equivalents and marketable investment securities" on our Consolidated Balance Sheets.

JA004304
003176

Marketable Investment Securities

Our marketable investment securities portfolio consists of various debt and equity instruments, all of which are classified as available-for-sale, except as specified below. See Note 2 for further information.

Current Marketable Investment Securities - Strategic

Our current strategic marketable investment securities portfolio includes and may include strategic and financial debt and equity investments in private and public companies that are highly speculative and have experienced and continue to experience volatility. As of December 31, 2017, this portfolio consisted of securities of a small number of issuers, and as a result the value of that portfolio depends, among other things, on the performance of those issuers. The fair value of certain of the debt and equity securities in this portfolio can be adversely impacted by, among other things, the issuers' respective performance and ability to obtain any necessary additional financing on acceptable terms, or at all.

We had an investment in non-marketable preferred shares of a non-public company, which was accounted for as a cost method investment and included in "Other investment securities" on our Consolidated Balance Sheets. During the year ended December 31, 2017, our non-marketable preferred shares converted into common shares in conjunction with the issuer's initial public offering, and accordingly we classified the new securities to "Marketable investment securities" on our Consolidated Balance Sheets. We have elected to account for these common shares as trading securities with changes in fair value reported each period as unrealized gains or losses in "Other, net" within "Other Income (Expense)" on our Consolidated Statements of Operations and Comprehensive Income (Loss). As of December 31, 2017, the fair value of our investment was approximately \$93 million, and we recognized a pre-tax unrealized gain of approximately \$85 million for the change in the fair value of the investment during the year ended December 31, 2017, which was recorded in "Other, net" within "Other Income (Expense)."

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[Table of Contents](#)**DISH NETWORK CORPORATION**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued***Current Marketable Investment Securities - Other***

Our current marketable investment securities portfolio includes investments in various debt instruments including, among others, commercial paper, corporate securities and United States treasury and/or agency securities.

Commercial paper consists mainly of unsecured short-term, promissory notes issued primarily by corporations with maturities ranging up to 365 days. Corporate securities consist of debt instruments issued by corporations with various maturities normally less than 18 months. U. S. Treasury and agency securities consist of debt instruments issued by the federal government and other government agencies.

Restricted Cash, Cash Equivalents and Marketable Investment SecuritiesJA004305
003177

As of December 31, 2017 and 2016, our restricted marketable investment securities, together with our restricted cash and cash equivalents, included amounts required as collateral for our letters of credit.

Other Investment Securities

We have strategic investments in certain debt and equity securities that are included in noncurrent “Other investment securities” on our Consolidated Balance Sheets and accounted for using the cost, equity and/or available-for-sale methods of accounting. Certain of our equity method investments are detailed below.

NagraStar L.L.C. As a result of the completion of the Share Exchange on February 28, 2017, we own a 50% interest in NagraStar L.L.C. (“NagraStar”), a joint venture that is our primary provider of encryption and related security systems intended to assure that only authorized customers have access to our programming.

Invidi Technologies Corporation. In November 2016, we, DIRECTV, LLC, a wholly-owned indirect subsidiary of AT&T Inc., and Cavendish Square Holding B.V., an affiliate of WPP plc, entered into a series of agreements to acquire Invidi Technologies Corporation (“Invidi”), an entity that provides proprietary software for the addressable advertising market. The transaction closed in January 2017.

Our ability to realize value from our strategic investments in securities that are not publicly traded depends on the success of the issuers’ businesses and their ability to obtain sufficient capital, on acceptable terms or at all, and to execute their business plans. Because private markets are not as liquid as public markets, there is also increased risk that we will not be able to sell these investments, or that when we desire to sell them we will not be able to obtain fair value for them.

Unrealized Gains (Losses) on Marketable Investment Securities

As of December 31, 2017 and 2016, we had an accumulated net unrealized loss of less than \$1 million and an accumulated net unrealized gain of \$1 million, respectively. These amounts, net of related tax effect, were an accumulated net unrealized loss of less than \$1 million and an accumulated net unrealized gain of \$1 million, respectively. All of these amounts are included in “Accumulated other comprehensive income (loss)” within “Total

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

stockholders’ equity (deficit).” The components of our available-for-sale investments are summarized in the table below.

As of December 31,								
2017				2016				
Marketable Investment Securities	Unrealized			Marketable Investment Securities	Unrealized			
	Gains	Losses	Net		Gains	Losses	Net	
(In thousands)								
Debt securities (including restricted):	\$ 84,286	\$ 22	\$(141)	\$(119)	\$ 81,982	\$ 13	\$(132)	\$(119)

JA004306
003178

U.S. Treasury and agency securities

Commercial paper	107,962	—	(10)	(10)	—	—	—	—
Corporate securities	282,256	—	(124)	(124)	33,555	1,327	—	1,327
Other	5,308	58	(1)	57	1,758	64	(11)	53
Total	<u>\$ 479,812</u>	<u>\$ 80</u>	<u>\$(276)</u>	<u>\$(196)</u>	<u>\$ 117,295</u>	<u>\$1,404</u>	<u>\$(143)</u>	<u>\$1,261</u>

As of December 31, 2017, restricted and non-restricted marketable investment securities included debt securities of \$480 million with contractual maturities within one year. Actual maturities may differ from contractual maturities as a result of our ability to sell these securities prior to maturity.

Marketable Investment Securities in a Loss Position

The following table reflects the length of time that the individual securities, accounted for as available-for-sale, have been in an unrealized loss position, aggregated by investment category. As of December 31, 2017, the unrealized losses related to our investments in debt securities primarily represented investments in United States treasury and agency securities, commercial paper, corporate securities and other. We have the ability to hold and do not intend to sell our investments in these debt securities before they recover or mature, and it is more likely than not that we will hold these investments until that time. In addition, we are not aware of any specific factors indicating that the underlying issuers of these debt securities would not be able to pay interest as it becomes due or repay the principal at maturity. Therefore, we believe that these changes in the estimated fair values of these marketable investment securities are related to temporary market fluctuations.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

	As of December 31,			
	2017		2016	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
	(In thousands)			
Debt Securities:				
Less than 12 months	\$ 410,145	\$ (156)	\$ 52,011	\$ (132)
12 months or more	34,340	(120)	1,537	(11)
Total	<u>\$ 444,485</u>	<u>\$ (276)</u>	<u>\$ 53,548</u>	<u>\$ (143)</u>

Fair Value Measurements

Our investments measured at fair value on a recurring basis were as follows:

	As of December 31,							
	2017				2016			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
	(In thousands)							
Cash equivalents	\$1,425,798	\$ 655	\$1,425,143	\$ —	\$5,187,900	\$147,494	\$5,040,406	\$ —

JA004307
003179

(including restricted)									
Debt securities (including restricted):									
U.S. Treasury and agency securities	\$ 84,286	\$ 84,286	\$ —	\$ —	\$ 81,982	\$ 81,982	\$ —	\$ —	
Commercial Paper	107,962	—	107,962	—	—	—	—	—	
Corporate securities	282,256	—	282,256	—	33,555	—	27,025	6,530	
Other	5,308	—	5,113	195	1,758	—	1,567	191	
Equity securities	<u>93,367</u>	<u>93,367</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
Total	<u>\$ 573,179</u>	<u>\$177,653</u>	<u>\$ 395,331</u>	<u>\$ 195</u>	<u>\$ 117,295</u>	<u>\$ 81,982</u>	<u>\$ 28,592</u>	<u>\$6,721</u>	

As of December 31, 2017 and 2016, our Level 3 investments consisted predominately of corporate securities and other. On a quarterly basis we evaluate the reasonableness of significant unobservable inputs used in those measurements. For our Level 3 investments, we evaluate, among other things, the terms of the underlying instruments, the credit ratings of the issuers, current market conditions, and other relevant factors. Based on these factors, we assess the risk of realizing expected cash flows and we apply an observable discount rate that reflects this risk. We may also reduce our valuations to reflect a liquidity discount based on the lack of an active market for these securities.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Changes in Level 3 instruments were as follows:

	Level 3 Investment Securities
	(In thousands)
Balance as of December 31, 2015	\$ 6,363
Net realized and unrealized gains (losses) included in earnings	—
Net realized and unrealized gains (losses) included in other comprehensive income (loss)	547
Purchases	—
Settlements	(189)
Issuances	—
Transfers into or out of Level 3	—
Balance as of December 31, 2016	<u>\$ 6,721</u>
Net realized and unrealized gains (losses) included in earnings	(10,488)
Net realized and unrealized gains (losses) included in other comprehensive income (loss)	9,199
Purchases	—
Sales	(5,099)
Settlements	(138)

JA004308
003180

Issuances	—
Transfers into or out of Level 3	—
Balance as of December 31, 2017	<u><u>\$ 195</u></u>

During the years ended December 31, 2017 and 2016, we had no transfers in or out of Level 1 and Level 2 fair value measurements.

Gains and Losses on Sales and Changes in Carrying Amounts of Investments

“Other, net” within “Other Income (Expense)” included on our Consolidated Statements of Operations and Comprehensive Income (Loss) is as follows:

Other, net:	For the Years Ended December 31,		
	2017	2016	2015
	(In thousands)		
Marketable investment securities - gains (losses) on sales/exchanges	\$ 5,762	\$ 116,550	\$ 119,448
Marketable investment securities - unrealized gains (losses) on trading securities	85,217	—	—
Derivative financial instruments - net realized and/or unrealized gains (losses)	—	5,405	173,369
Marketable investment securities - other-than-temporary impairments	—	(2,863)	(5,567)
Non-marketable investment securities - gains (losses) on sales/exchanges	10,488	—	—
Costs related to early redemption of debt	(1,470)	—	—
Equity in earnings	2,163	2,508	4,372
Other	2,328	(2,285)	(10,243)
Total	<u><u>\$ 104,488</u></u>	<u><u>\$ 119,315</u></u>	<u><u>\$ 281,379</u></u>

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

7. Inventory

Inventory consisted of the following:

	As of December 31,	
	2017	2016
	(In thousands)	
Finished goods	\$ 248,233	\$ 282,569
Work-in-process and service repairs	54,455	129,512
Raw materials	18,320	10,268
Total inventory	<u><u>\$ 321,008</u></u>	<u><u>\$ 422,349</u></u>

8. Property and Equipment and Intangible Assets

Property and Equipment

JA004309
003181

Property and equipment consisted of the following:

	Depreciable Life (In Years)			As of December 31,	
				2017	2016
				(In thousands)	
Equipment leased to customers	2	-	5	\$ 2,323,100	\$ 2,720,695
EchoStar XV		15		277,658	277,658
EchoStar XVIII		15		411,255	411,255
D1		N/A		55,000	55,000
T1		14.25		100,000	401,721
Satellites acquired under capital lease agreements	10	-	15	499,819	499,819
Furniture, fixtures, equipment and other	1	-	10	1,779,109	1,639,051
Buildings and improvements	1	-	40	293,571	288,992
Land		—		14,057	14,057
Construction in progress		—		103,176	88,235
Total property and equipment				<u>5,856,745</u>	<u>6,396,483</u>
Accumulated depreciation				<u>(3,673,084)</u>	<u>(3,742,212)</u>
Property and equipment, net				<u>\$ 2,183,661</u>	<u>\$ 2,654,271</u>

Depreciation and amortization expense consisted of the following:

	For the Years Ended December 31,		
	2017	2016	2015
	(In thousands)		
Equipment leased to customers	\$ 554,272	\$ 674,445	\$ 721,033
Satellites	114,821	96,965	87,827
Buildings, furniture, fixtures, equipment and other	148,471	149,792	154,497
Total depreciation and amortization	<u>\$ 817,564</u>	<u>\$ 921,202</u>	<u>\$ 963,357</u>

Cost of sales and operating expense categories included in our accompanying Consolidated Statements of Operations and Comprehensive Income (Loss) do not include depreciation expense related to satellites or equipment leased to customers.

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Satellites

Pay-TV Satellites. We currently utilize 12 satellites in geostationary orbit approximately 22,300 miles above the equator, two of which we own and depreciate over their estimated useful life. We currently utilize certain capacity on eight satellites that we lease from EchoStar, which are accounted for as operating leases. We also lease two satellites from third parties, which are accounted for as capital leases and are depreciated over the shorter of the economic life or the term of the satellite agreement.

As of December 31, 2017, our pay-TV satellite fleet consisted of the following:

JA004310
003182

Satellites	Launch Date	Degree Orbital Location	Estimated Useful Life (Years)/Lease Termination Date
Owned:			
EchoStar XV	July 2010	61.5	15
EchoStar XVIII	June 2016	61.5	15
Leased from EchoStar (1):			
EchoStar VII (2)	February 2002	119	June 2018
EchoStar IX	August 2003	121	Month to month
EchoStar X (2)	February 2006	110	February 2021
EchoStar XI (2)	July 2008	110	September 2021
EchoStar XIV (2)	March 2010	119	February 2023
EchoStar XVI (3)	November 2012	61.5	January 2023
Nimiq 5	September 2009	72.7	September 2019
QuetzSat-1	September 2011	77	November 2021
Leased from Other Third Party:			
Anik F3	April 2007	118.7	April 2022
Ciel II	December 2008	129	January 2019

- (1) See Note 18 for further information on our Related Party Transactions with EchoStar.
- (2) We generally have the option to renew each lease on a year-to-year basis through the end of the useful life of the respective satellite.
- (3) We have the option to renew this lease for an additional five-year period.

AWS-4 Satellites. On March 2, 2012, the FCC approved the transfer of 40 MHz of wireless spectrum licenses held by DBSD North America, Inc. (“DBSD North America”) and TerreStar Networks, Inc. (“TerreStar”) to us. On March 9, 2012, we completed the acquisitions of 100% of the equity of reorganized DBSD North America and substantially all of the assets of TerreStar, pursuant to which we acquired, among other things, certain satellite assets and 40 MHz of spectrum licenses held by DBSD North America (the “DBSD Transaction”) and TerreStar (the “TerreStar Transaction”), which licenses the FCC modified in March 2013 to add AWS-4 authority (“AWS-4”). See Note 14 for further information. As a result of the DBSD Transaction and the TerreStar Transaction, we acquired three AWS-4 satellites, including two in-orbit satellites (D1 and T1) and one satellite under construction (T2). During the fourth quarter 2014, EchoStar purchased our rights to the T2 satellite for \$55 million.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Satellites	Launch Date	Degree Orbital Location	Estimated Useful Life (Years)
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JA004311
003183

Owned:

T1	July 2009	111.1	14.25
D1	April 2008	92.85	N/A

GAAP requires that a long-lived asset be reviewed for impairment when circumstances indicate that the carrying amount of the asset might not be recoverable. As of December 31, 2017 and 2016, it was determined that the T1 satellite met this criteria and therefore in the fourth quarter 2017 and 2016, we tested the T1 satellite for impairment.

As of December 31, 2017, we concluded that the carrying amount of the T1 satellite exceeded its estimated fair value based on undiscounted cash flows utilizing the income approach. To arrive at fair value, management estimated the potential future discounted cash flows from a market participant's perspective associated with the satellite. As a result of this assessment, we wrote down the net book value of the T1 satellite from \$246 million to \$100 million and recorded an impairment charge of \$146 million in "Impairment of long-lived assets" on our Consolidated Statements of Operations and Comprehensive Income (Loss) for the year ended December 31, 2017. As of December 31, 2016, we concluded that the T1 satellite's estimated fair value exceeded its carrying amount and no impairment was necessary. As of December 31, 2017 and 2016, we do not believe that any triggering events have occurred which would indicate impairment for the D1 satellite. However, as of December 31, 2015, it was determined that the D1 satellite and related ground equipment should be tested for recoverability. Based on management's assessment we concluded that the carrying amount of the D1 satellite and related ground equipment exceeded their estimated fair value determined under the cost approach. To arrive at the estimated fair value utilizing the cost approach, a replacement cost for the satellite was determined, which was then reduced for, among other things, depreciation and obsolescence. As a result of this assessment, we wrote down the net book value of the D1 satellite from \$150 million to \$55 million and the net book value of the related ground equipment from \$28 million to zero and recorded an impairment charge of \$123 million in "Impairment of long-lived assets" on our Consolidated Statements of Operations and Comprehensive Income (Loss) for the year ended December 31, 2015. The estimates used in our fair value analysis are considered Level 3 in the fair value hierarchy.

Satellite Anomalies

Operation of our DISH TV services requires that we have adequate satellite transmission capacity for the programming that we offer. While we generally have had in-orbit satellite capacity sufficient to transmit our existing channels and some backup capacity to recover the transmission of certain critical programming, our backup capacity is limited.

In the event of a failure or loss of any of our owned or leased satellites, we may need to acquire or lease additional satellite capacity or relocate one of our other owned or leased satellites and use it as a replacement for the failed or lost satellite. Such a failure could result in a prolonged loss of critical programming or a significant delay in our plans to expand programming as necessary to remain competitive and thus may have a material adverse effect on our business, financial condition and results of operations.

In the past, certain of our owned and leased satellites have experienced anomalies, some of which have had a significant adverse impact on their remaining useful life and/or commercial operation. There can be no assurance that future anomalies will not impact the remaining useful life and/or commercial operation of any of the owned and leased satellites in our fleet. See Note 2 "Impairment of Long-Lived Assets" for further information on evaluation of impairment. There can be no assurance that we can recover critical transmission capacity in the event one or more of our owned or leased in-orbit satellites were to fail. We generally do not carry commercial launch or in-orbit insurance on any of the satellites that we use, other than certain satellites leased from third parties, and therefore, we will bear the risk associated with any uninsured launch or in-orbit satellite failures. Recent developments with respect to certain of our satellites are discussed below.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Leased Satellites

EchoStar X. In December 2017, EchoStar informed us that EchoStar X experienced anomalies resulting in the loss of some electrical power available from its solar arrays. As a result, EchoStar X is currently operating at 75% of its designed satellite capacity. Pursuant to our satellite lease agreement with EchoStar, we are entitled to a reduction in our monthly recurring lease payments in the event of a partial loss of satellite capacity or complete failure of the satellite. This satellite is currently still in service at the 110 degree orbital location. There can be no assurance that future anomalies will not further impact the commercial operation of EchoStar X. Based on the redundancy designed within our satellite fleet, we generally have in-orbit satellite capacity sufficient to transmit our existing channels and some backup capacity to recover the transmission of certain critical programming.

Intangible Assets

As of December 31, 2017 and 2016, our identifiable intangibles subject to amortization consisted of the following:

	As of			
	December 31, 2017		December 31, 2016	
	Intangible Assets	Accumulated Amortization	Intangible Assets	Accumulated Amortization
	(In thousands)			
Technology-based	\$ 63,077	\$ (48,416)	\$ 60,634	\$ (44,331)
Trademarks	37,010	(24,517)	48,140	(31,717)
Contract-based	13,149	(13,149)	13,149	(13,149)
Customer relationships	26,533	(26,533)	26,533	(26,533)
Total	<u>\$ 139,769</u>	<u>\$ (112,615)</u>	<u>\$ 148,456</u>	<u>\$ (115,730)</u>

These identifiable intangibles are included in “Other noncurrent assets, net” on our Consolidated Balance Sheets. Amortization of these intangible assets is recorded on a straight-line basis over an average finite useful life primarily ranging from approximately one to 20 years. Amortization was \$8 million, \$10 million and \$13 million for the years ended December 31, 2017, 2016 and 2015, respectively.

Estimated future amortization of our identifiable intangible assets as of December 31, 2017 is as follows (in thousands):

	For the Years Ended December 31,
2018	\$ 9,698
2019	7,402
2020	3,816
2021	1,288
2022	666
Thereafter	4,284
Total	<u>\$ 27,154</u>

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Goodwill

The excess of our investments in consolidated subsidiaries over net tangible and identifiable intangible asset value at the time of the investment is recorded as goodwill and is not subject to amortization but is subject to impairment testing annually or whenever indicators of impairment arise. As of December 31, 2017 and 2016, our goodwill was \$126 million, which primarily relates to our wireless segment. In conducting our annual impairment test for 2017, we performed a qualitative assessment, which considered several factors, including, among others, macroeconomic conditions, industry and market conditions, and relevant company specific events and perception of the market. In contemplating all factors in their totality, we determined that the fair value of our wireless segment, which consists of a single reporting unit, was in excess of the carrying amount.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

FCC Authorizations

As of December 31, 2017 and 2016, our FCC Authorizations consisted of the following:

	As of December 31,	
	2017	2016
	(In thousands)	
DBS Licenses	\$ 611,794	\$ 611,794
700 MHz Licenses	711,871	711,871
MVDDS Licenses	24,000	24,000
AWS-4 Licenses	1,949,000	1,949,000
H-Block Licenses	1,671,506	1,671,506
AWS-3 Licenses	9,890,389	9,890,389
600 MHz Licenses	6,211,154	—
Capitalized Interest	2,656,075	1,640,173
Total	\$ 23,725,789	\$ 16,498,733

9. Long-Term Debt and Capital Lease Obligations*Fair Value of our Long-Term Debt*

The following table summarizes the carrying amount and fair value of our debt facilities as of December 31, 2017 and 2016:

	As of December 31,			
	2017		2016	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(In thousands)			
4 5/8% Senior Notes due 2017 (1)	\$ —	\$ —	\$ 900,000	\$ 913,887
4 1/4% Senior Notes due 2018 (2)	1,025,861	1,031,596	1,200,000	1,228,464
7 7/8% Senior Notes due 2019	1,400,000	1,501,206	1,400,000	1,559,698

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5 1/8% Senior Notes due 2020	1,100,000	1,127,588	1,100,000	1,141,866
6 3/4% Senior Notes due 2021	2,000,000	2,120,480	2,000,000	2,178,880
5 7/8% Senior Notes due 2022	2,000,000	2,014,140	2,000,000	2,114,780
5% Senior Notes due 2023	1,500,000	1,432,335	1,500,000	1,500,315
5 7/8% Senior Notes due 2024	2,000,000	1,952,220	2,000,000	2,064,000
2 3/8% Convertible Notes due 2024	1,000,000	962,860	—	—
7 3/4% Senior Notes due 2026	2,000,000	2,118,400	2,000,000	2,270,900
3 3/8% Convertible Notes due 2026	3,000,000	3,262,290	3,000,000	3,431,130
Other notes payable	44,928	44,928	47,844	47,844
Subtotal	<u>17,070,789</u>	<u>\$17,568,043</u>	<u>17,147,844</u>	<u>\$18,451,764</u>
Unamortized debt discount on the Convertible Notes	(925,360)		(752,386)	
Unamortized deferred financing costs and other debt discounts, net	(46,782)		(52,704)	
Capital lease obligations (3)	<u>104,318</u>		<u>140,885</u>	
Total long-term debt and capital lease obligations (including current portion)	<u>\$16,202,965</u>		<u>\$16,483,639</u>	

- (1) On July 17, 2017, we redeemed the principal balance of our 4 5/8% Senior Notes due 2017.
- (2) During 2017, we repurchased \$174 million of our 4 1/4% Senior Notes due 2018 in open market trades. The remaining balance of \$1.026 billion matures on April 1, 2018 and is included in “Current portion of long-term debt and capital lease obligations” on our Consolidated Balance Sheets as of December 31, 2017.
- (3) Disclosure regarding fair value of capital leases is not required.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

We estimated the fair value of our publicly traded long-term debt using market prices in less active markets (Level 2).

Our Senior Notes are:

- general unsecured senior obligations of DISH DBS Corporation (“DISH DBS”);
- ranked equally in right of payment with all of DISH DBS’ and the guarantors’ existing and future unsecured senior debt; and
- ranked effectively junior to our and the guarantors’ current and future secured senior indebtedness up to the value of the collateral securing such indebtedness.

The indentures related to our Senior Notes contain restrictive covenants that, among other things, impose limitations on the ability of DISH DBS and its restricted subsidiaries to:

- incur additional debt;
- pay dividends or make distributions on DISH DBS’ capital stock or repurchase DISH DBS’ capital stock;
- make certain investments;
- create liens or enter into sale and leaseback transactions;
- enter into transactions with affiliates;
- merge or consolidate with another company; and

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- transfer or sell assets.

In the event of a change of control, as defined in the related indentures, we would be required to make an offer to repurchase all or any part of a holder's Senior Notes at a purchase price equal to 101% of the aggregate principal amount thereof, together with accrued and unpaid interest thereon, to the date of repurchase.

4 1/4% Senior Notes due 2018

On April 5, 2013, we issued \$1.2 billion aggregate principal amount of our five-year 4 1/4% Senior Notes due April 1, 2018. During 2017, we repurchased \$174 million of our 4 1/4% Senior Notes due 2018 in open market trades. The remaining balance of \$1.026 billion matures on April 1, 2018. Interest accrues at an annual rate of 4 1/4% and is payable semi-annually in cash, in arrears on April 1 and October 1 of each year.

The 4 1/4% Senior Notes are redeemable, in whole or in part, at any time at a redemption price equal to 100% of the principal amount plus a "make-whole" premium, as defined in the related indenture, together with accrued and unpaid interest.

7 7/8% Senior Notes due 2019

On August 17, 2009 and October 5, 2009, we issued \$1.0 billion and \$400 million, respectively, aggregate principal amount of our ten-year 7 7/8% Senior Notes due September 1, 2019. Interest accrues at an annual rate of 7 7/8% and is payable semi-annually in cash, in arrears on March 1 and September 1 of each year.

The 7 7/8% Senior Notes are redeemable, in whole or in part, at any time at a redemption price equal to 100% of the principal amount plus a "make-whole" premium, as defined in the related indenture, together with accrued and unpaid interest.

5 1/8% Senior Notes due 2020

On April 5, 2013, we issued \$1.1 billion aggregate principal amount of our seven-year 5 1/8% Senior Notes due May 1, 2020. Interest accrues at an annual rate of 5 1/8% and is payable semi-annually in cash, in arrears on May 1 and November 1 of each year.

The 5 1/8% Senior Notes are redeemable, in whole or in part, at any time at a redemption price equal to 100% of the principal amount plus a "make-whole" premium, as defined in the related indenture, together with accrued and unpaid interest.

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

6 3/4% Senior Notes due 2021

On May 5, 2011, we issued \$2.0 billion aggregate principal amount of our ten-year 6 3/4% Senior Notes due June 1, 2021. Interest accrues at an annual rate of 6 3/4% and is payable semi-annually in cash, in arrears on June 1 and December 1 of each year.

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The 6 3/4% Senior Notes are redeemable, in whole or in part, at any time at a redemption price equal to 100% of the principal amount plus a “make-whole” premium, as defined in the related indenture, together with accrued and unpaid interest.

5 7/8% Senior Notes due 2022

On May 16, 2012 and July 26, 2012, we issued \$1.0 billion and \$1.0 billion, respectively, aggregate principal amount of our ten-year 5 7/8% Senior Notes due July 15, 2022. Interest accrues at an annual rate of 5 7/8% and is payable semi-annually in cash, in arrears on January 15 and July 15 of each year.

The 5 7/8% Senior Notes due 2022 are redeemable, in whole or in part, at any time at a redemption price equal to 100% of the principal amount plus a “make-whole” premium, as defined in the related indenture, together with accrued and unpaid interest.

5% Senior Notes due 2023

On December 27, 2012, we issued \$1.5 billion aggregate principal amount of our 5% Senior Notes due March 15, 2023. Interest accrues at an annual rate of 5% and is payable semi-annually in cash, in arrears on March 15 and September 15 of each year.

The 5% Senior Notes are redeemable, in whole or in part, at any time at a redemption price equal to 100% of the principal amount plus a “make-whole” premium, as defined in the related indenture, together with accrued and unpaid interest.

5 7/8% Senior Notes due 2024

On November 20, 2014, we issued \$2.0 billion aggregate principal amount of our ten-year 5 7/8% Senior Notes due November 15, 2024. Interest accrues at an annual rate of 5 7/8% and is payable semi-annually in cash, in arrears on May 15 and November 15 of each year.

The 5 7/8% Senior Notes due 2024 are redeemable, in whole or in part, at any time at a redemption price equal to 100% of the principal amount plus a “make-whole” premium, as defined in the related indenture, together with accrued and unpaid interest.

7 3/4% Senior Notes due 2026

On June 13, 2016, we issued \$2.0 billion aggregate principal amount of our ten-year 7 3/4% Senior Notes due July 1, 2026. Interest accrues at an annual rate of 7 3/4% and is payable semi-annually in cash, in arrears on January 1 and July 1 of each year.

The 7 3/4% Senior Notes are redeemable, in whole or in part, at any time at a redemption price equal to 100% of the principal amount plus a “make-whole” premium, as defined in the related indenture, together with accrued and unpaid interest. Prior to July 1, 2019, we may also redeem up to 35% of the 7 3/4% Senior Notes at a specified premium with the net cash proceeds from certain equity offerings or capital contributions.

2 3/8% Convertible Notes due 2024

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

On March 17, 2017, we issued \$1.0 billion aggregate principal amount of the Convertible Notes due March 15, 2024 in a private placement. Interest accrues at an annual rate of 2 3/8% and is payable semi-annually in cash, in arrears on March 15 and September 15 of each year, commencing September 15, 2017.

The Convertible Notes due 2024 are:

- our general unsecured obligations;
- ranked senior in right of payment to any future indebtedness that is expressly subordinated in right of payment to the Convertible Notes due 2024;
- ranked equally in right of payment with all of our existing and future unsecured senior indebtedness;
- ranked effectively junior to any of our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness;
- ranked structurally junior to all indebtedness and other liabilities of our subsidiaries; and
- not guaranteed by our subsidiaries.

We may not redeem the Convertible Notes due 2024 prior to the maturity date. If a “fundamental change” (as defined in the related indenture) occurs prior to the maturity date of the Convertible Notes due 2024, holders may require us to repurchase for cash all or part of their Convertible Notes due 2024 at a repurchase price equal to 100% of the principal amount of such Convertible Notes due 2024, plus accrued and unpaid interest to, but not including, the fundamental change repurchase date.

The indenture related to the Convertible Notes due 2024 does not contain any financial covenants and does not restrict us from paying dividends, issuing or repurchasing our other securities, issuing new debt (including secured debt) or repaying or repurchasing our debt.

Subject to the terms of the related indenture, the Convertible Notes due 2024 may be converted at an initial conversion rate of 12.1630 shares of our Class A common stock per \$1,000 principal amount of Convertible Notes due 2024 (equivalent to an initial conversion price of approximately \$82.22 per share of our Class A common stock) (the “Initial Conversion Rate”), at any time on or after October 15, 2023 through the second scheduled trading day preceding the maturity date. Holders of the Convertible Notes due 2024 will also have the right to convert the Convertible Notes due 2024 at the Initial Conversion Rate prior to October 15, 2023, but only upon the occurrence of specified events described in the related indenture. The conversion rate is subject to anti-dilution adjustments if certain events occur.

In accordance with accounting guidance on embedded conversion features, we valued and bifurcated the conversion option associated with the Convertible Notes due 2024 (the “equity component”) from the host debt instrument. The \$252 million initial value of the equity component on the Convertible Notes due 2024 was recorded in “Additional paid-in capital” within “Stockholders’ equity (deficit)” on our Consolidated Balance Sheets with the offset being recorded as the debt discount. The resulting debt discount on the Convertible Notes due 2024 is being amortized to interest expense at an effective interest rate of 7% over the seven-year term of the Convertible Notes due 2024. This interest expense was recorded in “Interest expense, net of amounts capitalized” within “Other Income (Expense)” on our Consolidated Statements of Operations and Comprehensive Income (Loss).

3 3/8% Convertible Notes due 2026

On August 8, 2016, we issued \$3.0 billion aggregate principal amount of the Convertible Notes due August 15, 2026 in a private unregistered offering. Interest accrues at an annual rate of 3 3/8% and is payable semi-annually in cash, in arrears on February 15 and August 15 of each year, commencing February 15, 2017.

The Convertible Notes due 2026 are:

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- our general unsecured obligations;
- ranked senior in right of payment to any future indebtedness that is expressly subordinated in right of payment to the Convertible Notes due 2026;

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

- ranked equally in right of payment with all of our existing and future unsecured senior indebtedness;
- ranked effectively junior to any of our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness;
- ranked structurally junior to all indebtedness and other liabilities of our subsidiaries; and
- not guaranteed by our subsidiaries.

We may not redeem the Convertible Notes due 2026 prior to the maturity date. If a “fundamental change” (as defined in the related indenture) occurs prior to the maturity date of the Convertible Notes due 2026, holders may require us to repurchase for cash all or part of their Convertible Notes due 2026 at a specified make-whole price equal to 100% of the principal amount of such Convertible Notes due 2026, plus accrued and unpaid interest to, but not including, the fundamental change repurchase date.

The indenture related to the Convertible Notes due 2026 does not contain any financial covenants and does not restrict us from paying dividends, issuing or repurchasing our other securities, issuing new debt (including secured debt) or repaying or repurchasing our debt.

Subject to the terms of the related indenture, the Convertible Notes due 2026 may be converted at an initial conversion rate of 15.3429 shares of our Class A common stock per \$1,000 principal amount of Convertible Notes due 2026 (equivalent to an initial conversion price of approximately \$65.18 per share of our Class A common stock) (the “Initial Conversion Rate”), at any time on or after March 15, 2026 through the second scheduled trading day preceding the maturity date. Holders of the Convertible Notes due 2026 will also have the right to convert the Convertible Notes due 2026 at the Initial Conversion Rate prior to March 15, 2026, but only upon the occurrence of specified events described in the related indenture. The conversion rate is subject to anti-dilution adjustments if certain events occur.

In accordance with accounting guidance on embedded conversion features, we valued and bifurcated the conversion option associated with the Convertible Notes due 2026 (the “equity component”) from the host debt instrument. The \$774 million initial value of the equity component on the Convertible Notes due 2026 was recorded in “Additional paid-in capital” within “Stockholders’ equity (deficit)” on our Consolidated Balance Sheets with the offset being recorded as the debt discount. The resulting debt discount on the Convertible Notes due 2026 is being amortized to interest expense at an effective interest rate of 7% over the ten-year term of the Convertible Notes due 2026. This interest expense was recorded in “Interest expense, net of amounts capitalized” within “Other Income (Expense)” on our Consolidated Statements of Operations and Comprehensive Income (Loss).

Convertible Note Hedge and Warrant Transactions

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In connection with the offering of the Convertible Notes due 2026, we entered into convertible note hedge transactions with certain option counterparties. The convertible note hedge transactions cover, subject to anti-dilution adjustments substantially similar to those applicable to the Convertible Notes due 2026, the number of shares of our Class A common stock underlying the Convertible Notes due 2026, which initially gives us the option to purchase approximately 46 million shares of our Class A common stock at a price of approximately \$65.18 per share. The total cost of the convertible note hedge transactions was \$635 million. Concurrently with entering into the convertible note hedge transactions, we also entered into warrant transactions with each option counterparty whereby we sold to such option counterparty warrants to purchase, subject to customary anti-dilution adjustments, up to the same number of shares of our Class A common stock, which initially gives the option counterparties the option to purchase approximately 46 million shares of our Class A common stock at a price of approximately \$86.08 per share. We received \$376 million in cash proceeds from the sale of these warrants. For us, the economic effect of these transactions is to effectively raise the initial conversion price from approximately \$65.18 per share of our Class A common stock to approximately \$86.08 per share of our Class A common stock (thus effectively raising the conversion premium on the Convertible Notes due 2026 from approximately 32.5% to approximately 75%). In accordance with accounting guidance on hedge and warrant transactions, the net cost incurred in connection with the convertible note hedge and warrant transactions are recorded as a reduction in "Additional paid-in capital" within "Stockholders' equity (deficit)" on our Consolidated Balance Sheets as of December 31, 2016.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

We will not be required to make any cash payments to each option counterparty or its affiliates upon the exercise of the options that are a part of the convertible note hedge transactions, but will be entitled to receive from them a number of shares of Class A common stock, an amount of cash or a combination thereof. This consideration is generally based on the amount by which the market price per share of Class A common stock, as measured under the terms of the convertible note hedge transactions, is greater than the strike price of the convertible note hedge transactions during the relevant valuation period under the convertible note hedge transactions. Additionally, if the market price per share of Class A common stock, as measured under the terms of the warrant transactions, exceeds the strike price of the warrants during the measurement period at the maturity of the warrants, we will owe each option counterparty a number of shares of Class A common stock in an amount based on the excess of such market price per share of Class A common stock over the strike price of the warrants. However, as specified under the terms of the warrant transactions, we may elect to settle the warrants in cash.

Interest on Long-Term Debt

	Semi-Annual Payment Dates	Annual Debt Service Requirements
		(In thousands)
4 1/4% Senior Notes due 2018	April 1 and October 1	\$ 51,000
7 7/8% Senior Notes due 2019	March 1 and September 1	\$ 110,250
5 1/8% Senior Notes due 2020	May 1 and November 1	\$ 56,375

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6 3/4% Senior Notes due 2021	June 1 and December 1	\$	135,000
5 7/8% Senior Notes due 2022	January 15 and July 15	\$	117,500
5% Senior Notes due 2023	March 15 and September 15	\$	75,000
5 7/8 % Senior Notes due 2024	May 15 and November 15	\$	117,500
2 3/8% Convertible Notes due 2024	March 15 and September 15	\$	23,750
7 3/4 % Senior Notes due 2026	January 1 and July 1	\$	155,000
3 3/8 % Convertible Notes due 2026	February 15 and August 15	\$	101,250

Our ability to meet our debt service requirements will depend on, among other factors, the successful execution of our business strategy, which is subject to uncertainties and contingencies beyond our control.

Other Long-Term Debt and Capital Lease Obligations

Other long-term debt and capital lease obligations consisted of the following:

	As of December 31,	
	2017	2016
	(In thousands)	
Satellites and other capital lease obligations	\$ 104,318	\$ 140,885
Notes payable related to satellite vendor financing and other debt payable in installments through 2031 with interest rates ranging from approximately 1.9% to 8.8%	44,928	47,844
Total	149,246	188,729
Less: current portion	(42,663)	(41,903)
Other long-term debt and capital lease obligations, net of current portion	\$ 106,583	\$ 146,826

Capital Lease Obligations

Anik F3. Anik F3, an FSS satellite, was launched and commenced commercial operation in April 2007. This satellite is accounted for as a capital lease and depreciated over the term of the satellite service agreement. We have leased 100% of the Ku-band capacity on Anik F3 for a period of 15 years.

Ciel II. Ciel II, a Canadian DBS satellite, was launched in December 2008 and commenced commercial operation in February 2009. This satellite is accounted for as a capital lease and depreciated over the term of the satellite service agreement. We have leased 100% of the capacity on Ciel II for an initial 10 year term, which expires in January 2019.

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DISH NETWORK CORPORATION **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

As of December 31, 2017 and 2016, we had \$500 million capitalized for the estimated fair value of satellites acquired under capital leases included in "Property and equipment, net," with related accumulated depreciation of \$407 million and \$365 million, respectively. In our Consolidated Statements of Operations and Comprehensive Income (Loss), we recognized \$42 million in depreciation expense on satellites acquired under capital lease agreements during each of the years ended December 31, 2017, 2016 and 2015.

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Future minimum lease payments under the capital lease obligations, together with the present value of the net minimum lease payments as of December 31, 2017 are as follows (in thousands):

For the Years Ended December 31,	
2018	\$ 77,141
2019	50,719
2020	48,000
2021	48,000
2022	16,000
Thereafter	—
Total minimum lease payments	239,860
Less: Amount representing lease of the orbital location and estimated executory costs (primarily insurance and maintenance) including profit thereon, included in total minimum lease payments	(120,196)
Net minimum lease payments	119,664
Less: Amount representing interest	(15,346)
Present value of net minimum lease payments	104,318
Less: Current portion	(37,450)
Long-term portion of capital lease obligations	\$ 66,868

The summary of future maturities of our outstanding long-term debt as of December 31, 2017 is included in the commitments table in Note 14.

10. Income Taxes and Accounting for Uncertainty in Income Taxes

Income Taxes

Our income tax policy is to record the estimated future tax effects of temporary differences between the tax bases of assets and liabilities and amounts reported on our Consolidated Balance Sheets, as well as probable operating loss, tax credit and other carryforwards. Deferred tax assets are offset by valuation allowances when we believe it is more likely than not that net deferred tax assets will not be realized. We periodically evaluate our need for a valuation allowance. Determining necessary valuation allowances requires us to make assessments about historical financial information as well as the timing of future events, including the probability of expected future taxable income and available tax planning opportunities.

We file consolidated tax returns in the United States. The income taxes of domestic and foreign subsidiaries not included in the United States tax group are presented in our consolidated financial statements on a separate return basis for each tax paying entity.

As of December 31, 2017, we had no net operating loss carryforwards (“NOLs”) for federal income tax purposes and \$32 million of NOL carryforwards for state income tax purposes, which are partially offset by a valuation allowance. In addition, there are \$71 million of tax benefits related to credit carryforwards which are partially offset by a valuation allowance. Portions of the NOL and credit carryforwards will expire in 2018.

On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (the “Tax Reform Act”) was enacted making significant changes to the Internal Revenue Code. Such changes include, but are not limited to, a reduction in the corporate tax rate and certain limitations on corporate deductions (e.g., a limitation on the interest expense deduction available to companies). The Tax Reform Act, among other things, lowered the federal statutory corporate tax rate effective for

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

us in future periods from 35% to 21%. Consequently, we remeasured our deferred tax assets and liabilities as of December 31, 2017 which positively impacted our “Income tax (provision) benefit, net” by approximately \$1.2 billion.

The components of the (benefit from) provision for income taxes were as follows:

	For the Years Ended December 31,		
	2017	2016	2015
	(In thousands)		
Current (benefit) provision:			
Federal	\$ (71,141)	\$ 317,010	\$ 147,771
State	38,058	31,160	20,045
Foreign	3,736	10,840	(3,089)
Total current (benefit) provision	(29,347)	359,010	164,727
Deferred (benefit) provision:			
Federal	(547,575)	469,927	197,441
State	69,076	35,418	19,963
Foreign	—	—	—
Increase (decrease) in valuation allowance	(7,474)	1,463	11,039
Total deferred (benefit) provision	(485,973)	506,808	228,443
Total (benefit) provision	\$ (515,320)	\$ 865,818	\$ 393,170

Our \$1.650 billion of “Income (loss) before income taxes” on our Consolidated Statements of Operations and Comprehensive Income (Loss) included a loss of \$1 million related to our foreign operations.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

The following table shows the principal reasons for the difference between the effective income tax rate and the statutory federal tax rate:

	For the Years Ended December 31,		
	2017	2016	2015
	% of pre-tax income/(loss)		
Statutory rate	35.0	35.0	35.0
State income taxes, net of federal benefit	3.0	2.5	3.5
Reversal of uncertain tax positions	—	(0.8)	(0.3)
	—	—	(5.1)

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003195

Amounts reclassified from accumulated other comprehensive income (loss) (1)

Tax Reform Act (2)	(72.6)	—	—
Nondeductible/Nontaxable items (3)	5.9	—	—
Other, net	(2.5)	(0.9)	(1.3)
Total (benefit) provision for income taxes	(31.2)	35.8	31.8

- (1) Our effective tax rate for the year ended December 31, 2015 was favorably impacted by a \$63 million credit that was previously recorded in “Accumulated other comprehensive income (loss)” and was released to our income tax provision during the year ended December 31, 2015. Prior to December 31, 2012, we had established a valuation allowance against all deferred tax assets that were capital in nature. At December 31, 2012, it was determined that these deferred tax assets were realizable and the valuation allowance was released, including the valuation allowance related to a specific portfolio of available-for-sale securities for which changes in fair value had historically been recognized as a separate component of “Accumulated other comprehensive income (loss).” Under the intra-period tax allocation rules, a credit of \$63 million was recorded in “Accumulated other comprehensive income (loss)” on our Consolidated Balance Sheets related to the release of this valuation allowance. We elected to use the aggregate portfolio method to determine when the \$63 million would be released from “Accumulated other comprehensive income (loss)” to “Income tax (provision) benefit, net” on our Consolidated Statements of Operations and Comprehensive Income (Loss). Under the aggregate portfolio approach, the intra-period tax allocation remaining in “Accumulated other comprehensive income (loss)” is not released to “Income tax (provision) benefit, net” until such time that the specific portfolio of available-for-sale securities that generated the original intra-period allocation is liquidated. During the first quarter 2015, this specific available-for-sale security portfolio was liquidated and the \$63 million credit that was previously recorded in “Accumulated other comprehensive income (loss)” was released to “Income tax (provision) benefit, net.”
- (2) On December 22, 2017, the Tax Reform Act was enacted, which, among other things, lowered the federal statutory corporate tax rate effective for us in future periods from 35% to 21%. Consequently, we remeasured our deferred tax assets and liabilities as of December 31, 2017 which positively impacted our “Income tax (provision) benefit, net” by approximately \$1.2 billion.
- (3) During the year ended December 31, 2017, we recorded \$255 million of “Litigation expense” related to the FTC Action on our Consolidated Statements of Operations and Comprehensive Income (Loss). Any eventual payments made with respect to the FTC Action may not be deductible for tax purposes, which had a negative impact on our effective tax rate for the year ended December 31, 2017. The tax deductibility of any eventual payments made with respect to the FTC Action may change, based upon, among other things, further developments in the FTC Action, including final adjudication of the FTC Action. See Note 14 in the Notes to our Consolidated Financial Statements in this Annual Report on Form 10-K for further information.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

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Deferred taxes arise because of the differences in the book and tax bases of certain assets and liabilities. Significant components of deferred tax assets and liabilities were as follows:

	As of December 31,	
	2017	2016
	(In thousands)	
Deferred tax assets:		
NOL, credit and other carryforwards	\$ 55,505	\$ 60,840
Accrued expenses	41,439	58,701
Stock-based compensation	14,904	17,705
Unrealized (gains) losses on available for sale and other investments	5,001	10,827
Deferred revenue	15,236	19,064
Total deferred tax assets	<u>132,085</u>	<u>167,137</u>
Valuation allowance	<u>(18,642)</u>	<u>(26,116)</u>
Deferred tax asset after valuation allowance	<u>113,443</u>	<u>141,021</u>
Deferred tax liabilities:		
Depreciation	(496,873)	(854,317)
FCC authorizations and other intangible amortization	(1,220,421)	(1,361,742)
Bases difference in partnerships and cost method investments (1)	(328,735)	(241,193)
Discount on convertible notes and convertible note hedge transaction, net	(81,346)	(47,908)
Other liabilities	(5,606)	(21,386)
Total deferred tax liabilities	<u>(2,132,981)</u>	<u>(2,526,546)</u>
Net deferred tax asset (liability)	<u>\$ (2,019,538)</u>	<u>\$ (2,385,525)</u>

- (1) Included in this line item are deferred taxes related to, among other things, our non-controlling investments in Northstar Spectrum and SNR HoldCo, including deferred taxes created by the tax amortization of the Northstar Licenses and SNR Licenses.

Accounting for Uncertainty in Income Taxes

In addition to filing federal income tax returns, we and one or more of our subsidiaries file income tax returns in all states that impose an income tax and a small number of foreign jurisdictions where we have immaterial operations. We are subject to United States federal, state and local income tax examinations by tax authorities for the years beginning in 2005 due to the carryover of previously incurred NOLs. We are currently under a federal income tax examination for fiscal years 2008 through 2012.

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DISH NETWORK CORPORATION **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

A reconciliation of the beginning and ending amount of unrecognized tax benefits included in “Long-term deferred revenue, distribution and carriage payments and other long-term liabilities” on our Consolidated Balance Sheets was as follows:

Unrecognized tax benefit	For the Years Ended December 31,		
	2017	2016	2015

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	(In thousands)		
Balance as of beginning of period	\$ 358,023	\$ 336,586	\$ 208,328
Additions based on tax positions related to the current year	12,798	40,492	135,937
Additions based on tax positions related to prior years	30,596	21,797	22,483
Reductions based on tax positions related to prior years	(2,754)	(34,106)	(22,697)
Reductions based on tax positions related to settlements with taxing authorities	(1,634)	(3,628)	(2,648)
Reductions based on tax positions related to the lapse of the statute of limitations	(3,113)	(3,118)	(4,817)
Balance as of end of period	<u>\$ 393,916</u>	<u>\$ 358,023</u>	<u>\$ 336,586</u>

We have \$394 million in unrecognized tax benefits that, if recognized, could favorably affect our effective tax rate. We do not expect any material portion of this amount to be paid or settled within the next twelve months.

Accrued interest and penalties on uncertain tax positions are recorded as a component of "Interest expense, net of amounts capitalized" and "Other, net," respectively, on our Consolidated Statements of Operations and Comprehensive Income (Loss). During the year ended December 31, 2017, 2016 and 2015, we recorded \$13 million, \$11 million and \$3 million in net interest and penalty expense to earnings, respectively. Accrued interest and penalties were \$40 million and \$27 million at December 31, 2017 and 2016, respectively. The above table excludes these amounts.

11. Stockholders' Equity (Deficit)

Capital Stock and Additional Paid-In Capital

Our certificate of incorporation authorizes the following capital stock: (i) 1,600,000,000 shares of Class A common stock, par value \$0.01 per share; (ii) 800,000,000 shares of Class B common stock, par value \$0.01 per share; (iii) 800,000,000 shares of Class C common stock, par value \$0.01 per share; and (iv) 20,000,000 shares of preferred stock, par value \$0.01 per share. As of December 31, 2017 and 2016, there were no outstanding shares of Class C common stock or preferred stock.

The Class A, Class B and Class C common stock are equivalent except for voting rights. Holders of Class A and Class C common stock are entitled to one vote per share and holders of Class B common stock are entitled to 10 votes per share. Each share of Class B and Class C common stock is convertible, at the option of the holder, into one share of Class A common stock. Our Class A common stock is publicly traded on the NASDAQ Global Select Market under the symbol "DISH." Upon a change in control of DISH Network, each holder of outstanding shares of Class C common stock is entitled to 10 votes for each share of Class C common stock held. Our principal stockholder owns the majority of all outstanding Class B common stock. Together with all other stockholders, he also owns outstanding Class A common stock.

Common Stock Repurchase Program

Our Board of Directors previously authorized the repurchase of up to \$1.0 billion of our outstanding Class A common stock. On November 2, 2017, our Board of Directors extended this authorization such that we are currently authorized to repurchase up to \$1.0 billion of outstanding shares of our Class A common stock through and including December 31, 2018. As of December 31, 2017, we may repurchase up to \$1.0 billion under this program. During the years ended December 31, 2017, 2016 and 2015, there were no repurchases of our Class A common stock.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Treasury Stock

As of December 31, 2015, we held 56,118,260 shares of treasury stock. We account for our treasury stock using the cost method and all treasury share repurchases are reflected on our Consolidated Balance Sheets as a component of "Treasury stock, at cost." On February 11, 2016, our Board of Directors approved the retirement of our treasury stock. During 2016, we retired all 56,118,260 shares of our treasury stock.

12. Employee Benefit Plans***Employee Stock Purchase Plan***

Our employees participate in the DISH Network employee stock purchase plan (the "ESPP"), in which we are authorized to issue up to 2.8 million shares of Class A common stock. At December 31, 2017, we had 0.4 million shares of Class A common stock which remain available for issuance under the ESPP. Substantially all full-time employees who have been employed by us 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 may not deduct an amount which would permit such employee to purchase our capital stock under all of our stock purchase plans at a rate which would exceed \$25,000 in fair value of capital stock in any one year. The purchase price of the stock is 85% of the closing price of the Class A common stock on the last business day of each calendar quarter in which such shares of Class A common stock are deemed sold to an employee under the ESPP. During the years ended December 31, 2017, 2016 and 2015, employee purchases of Class A common stock through the ESPP totaled approximately 0.3 million, 0.2 million and 0.1 million shares, respectively.

401(k) Employee Savings Plan

We sponsor a 401(k) Employee Savings Plan (the "401(k) Plan") for eligible employees. Voluntary employee contributions to the 401(k) Plan may be matched 50% by us, subject to a maximum annual contribution of \$2,500 per employee. Forfeitures of unvested participant balances which are retained by the 401(k) Plan may be used to fund matching and discretionary contributions. Our Board of Directors may also authorize an annual discretionary contribution to the 401(k) plan, subject to the maximum deductible limit provided by the Internal Revenue Code of 1986, as amended. These contributions may be made in cash or in our stock.

The following table summarizes the expense associated with our matching contributions and discretionary contributions:

<u>Expense Recognized Related to the 401(k) Plan</u>	<u>For the Years Ended December 31,</u>		
	<u>2017</u>	<u>2016</u>	<u>2015</u>
	(In thousands)		
Matching contributions, net of forfeitures	\$ 7,070	\$ 6,546	\$ 6,145
Discretionary stock contributions, net of forfeitures	\$ 27,969	\$ 23,158	\$ 25,261

13. Stock-Based Compensation***Stock Incentive Plans***

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We maintain stock incentive plans to attract and retain officers, directors and key employees. Stock awards under these plans include both performance and non-performance based stock incentives. As of December 31, 2017, we had outstanding under these plans stock options to acquire 8.8 million shares of our Class A common stock and 2.5 million restricted stock units and awards. Stock options granted on or prior to December 31, 2017 were granted with exercise prices equal to or greater than the market value of our Class A common stock at the date of grant and with a maximum term of approximately ten years. While historically we have issued stock awards subject to vesting, typically at the rate of 20% per year, some stock awards have been granted with immediate vesting and other stock awards vest only upon the achievement of certain company-specific subscriber, operational and/or financial goals. As of December 31, 2017, we had 65.0 million shares of our Class A common stock available for future grant under our stock incentive plans.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Exercise prices for stock options outstanding and exercisable as of December 31, 2017 were as follows:

	Options Outstanding			Options Exercisable		
	Number Outstanding as of December 31, 2017	Weighted- Average Remaining Contractual Life	Weighted- Average Exercise Price	Number Exercisable as of December 31, 2017	Weighted- Average Remaining Contractual Life	Weighted- Average Exercise Price
\$ — -\$10.00	133,400	1.15	\$ 6.33	133,400	1.15	\$ 6.33
\$10.01 -\$20.00	1,232,537	2.49	\$ 15.37	32,537	2.25	\$ 15.13
\$20.01 -\$30.00	1,402,183	3.69	\$ 27.13	862,183	3.65	\$ 26.65
\$30.01 -\$40.00	1,219,586	4.96	\$ 36.19	257,886	4.75	\$ 35.06
\$40.01 -\$50.00	360,800	8.00	\$ 46.21	67,600	7.39	\$ 45.89
\$50.01 -\$60.00	2,910,878	8.40	\$ 57.55	228,152	6.51	\$ 57.16
\$60.01 -\$70.00	1,568,350	8.32	\$ 64.26	170,850	6.37	\$ 66.26
\$70.01 -\$80.00	20,000	2.00	\$ 72.89	20,000	2.00	\$ 72.89
\$ — -\$80.00	8,847,734	6.20	\$ 43.90	1,772,608	4.35	\$ 35.13

Stock Award Activity

Our stock option activity was as follows:

	For the Years Ended December 31,					
	2017		2016		2015	
	Options	Weighted- Average Exercise Price	Options	Weighted- Average Exercise Price	Options	Weighted- Average Exercise Price
Total options outstanding, beginning of period	7,923,009	\$ 36.21	6,845,685	\$ 31.13	11,725,823	\$ 24.51
Granted	3,468,626	\$ 59.66	1,901,000	\$ 54.41	452,000	\$ 69.11
Exercised	(514,401)	\$ 28.70	(431,092)	\$ 23.36	(1,884,938)	\$ 16.15

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Forfeited and cancelled	(2,029,500)	\$	44.64	(392,584)	\$	50.03	(3,447,200)	\$	21.78
Total options outstanding, end of period	<u>8,847,734</u>	\$	43.90	<u>7,923,009</u>	\$	36.21	<u>6,845,685</u>	\$	31.13
Performance based options outstanding, end of period (1)	<u>5,490,626</u>	\$	42.81	<u>4,312,000</u>	\$	31.39	<u>3,904,500</u>	\$	28.03
Exercisable at end of period	<u>1,772,608</u>	\$	35.13	<u>1,892,809</u>	\$	29.97	<u>1,965,585</u>	\$	26.82

(1) These stock options are included in the caption “Total options outstanding, end of period.” See discussion of the 2008 LTIP, 2013 LTIP, 2017 LTIP and Other Employee Performance Awards below.

We realized tax benefits from stock awards exercised as follows:

	For the Years Ended December 31,		
	2017	2016	2015
		(In thousands)	
Tax benefit from stock awards exercised	<u>\$ 9,347</u>	<u>\$ 5,006</u>	<u>\$ 33,716</u>

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Based on the closing market price of our Class A common stock on December 31, 2017, the aggregate intrinsic value of our stock options was as follows:

	As of December 31, 2017	
	Options Outstanding	Options Exercisable
	(In thousands)	
Aggregate intrinsic value	<u>\$ 88,990</u>	<u>\$ 28,175</u>

Our restricted stock unit and award activity was as follows:

	For the Years Ended December 31,					
	2017		2016		2015	
	Restricted Stock Units/Awards	Weighted-Average Grant Date Fair Value	Restricted Stock Units/Awards	Weighted-Average Grant Date Fair Value	Restricted Stock Units/Awards	Weighted-Average Grant Date Fair Value
Total restricted stock units/awards outstanding, beginning of period	1,336,000	\$ 32.11	1,382,250	\$ 32.01	1,798,331	\$ 32.31

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003201

Granted	1,871,375	\$	63.87	67,060	\$	56.35	62,530	\$	68.79
Vested	(14,845)	\$	62.58	(60)	\$	49.15	(125,280)	\$	63.92
Forfeited and cancelled	<u>(707,810)</u>	\$	48.59	<u>(113,250)</u>	\$	45.12	<u>(353,331)</u>	\$	28.76
Total restricted stock units/awards outstanding, end of period	<u>2,484,720</u>	\$	51.16	<u>1,336,000</u>	\$	32.11	<u>1,382,250</u>	\$	32.01
Restricted Performance Units/Awards outstanding, end of period									
(1)	<u>2,435,500</u>	\$	50.91	<u>1,336,000</u>	\$	32.11	<u>1,382,250</u>	\$	32.01

- (1) These stock options are included in the caption “Total restricted stock units/awards outstanding, end of period.” See discussion of the 2008 LTIP, 2013 LTIP, 2017 LTIP and Other Employee Performance Awards below.

Long-Term Performance-Based Plans

2008 LTIP. During 2008, we adopted a long-term, performance-based stock incentive plan (the “2008 LTIP”). The 2008 LTIP provided stock options and restricted stock units, either alone or in combination, which vested based on company-specific subscriber and financial goals. As of June 30, 2013, 100% of the eligible 2008 LTIP awards had vested.

2013 LTIP. During 2013, we adopted a long-term, performance-based stock incentive plan (the “2013 LTIP”). The 2013 LTIP provides stock options and restricted stock units in combination, which vest based on company-specific subscriber and financial goals. Exercise of the stock awards is contingent on achieving these goals by September 30, 2022.

Although no awards vest until the Company attains the performance goals, compensation related to the 2013 LTIP will be recorded based on management’s assessment of the probability of meeting the remaining goals. If the remaining goals are probable of being achieved, we will begin recognizing the associated non-cash, stock-based compensation expense on our Consolidated Statements of Operations and Comprehensive Income (Loss) over the estimated period to achieve the goal.

During the years ended December 31, 2015, 2014, 2013, we determined that 30%, 10% and 20%, respectively, of the 2013 LTIP performance goals were probable of achievement. During the year ended December 31, 2017 and 2016, no additional 2013 LTIP performance goals were deemed probable of achievement. As a result, we recorded non-cash, stock-based compensation expense for the years ended December 31, 2017, 2016 and 2015, as indicated in the table below titled “Non-Cash, Stock-Based Compensation Expense Recognized.” As of December 31, 2017, approximately 20% of the 2013 LTIP awards had vested.

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

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2017 LTIP. On December 2, 2016, we adopted a long-term, performance-based stock incentive plan (the “2017 LTIP”). The 2017 LTIP provides stock options, which vest based on company-specific subscriber and financial goals. Awards were initially granted under the 2017 LTIP as of January 1, 2017. Exercise of the stock awards is contingent on achieving these goals by December 31, 2020.

Although no awards vest until the Company attains the performance goals, compensation related to the 2017 LTIP will be recorded based on management’s assessment of the probability of meeting the performance goals. If the performance goals are probable of being achieved, we will begin recognizing the associated non-cash, stock-based compensation expense on our Consolidated Statements of Operations and Comprehensive Income (Loss) over the estimated period to achieve the goal.

During the year ended December 31, 2017, we determined that 75% of the 2017 LTIP performance goals were probable of achievement. As a result, we recorded non-cash, stock-based compensation expense for the year ended December 31, 2017, as indicated in the table below titled “Non-Cash, Stock-Based Compensation Expense Recognized.”

Other Employee Performance Awards. In addition to the above long-term, performance stock incentive plans, we have other stock awards that vest based on certain other company-specific subscriber, operational and/or financial goals. Exercise of these stock awards is contingent on achieving certain performance goals.

Additional compensation related to these awards will be recorded based on management’s assessment of the probability of meeting the remaining performance goals. If the remaining goals are probable of being achieved, we will begin recognizing the associated non-cash, stock-based compensation expense on our Consolidated Statements of Operations and Comprehensive Income (Loss) over the estimated period to achieve the goal. See the table below titled “Estimated Remaining Non-Cash, Stock-Based Compensation Expense.”

Although no awards vest until the performance goals are attained, we determined that certain goals were probable of achievement and, as a result, recorded non-cash, stock-based compensation expense for the years ended December 31, 2017, 2016 and 2015, as indicated in the table below titled “Non-Cash, Stock-Based Compensation Expense Recognized.”

Given the competitive nature of our business, small variations in subscriber churn, gross new subscriber activation rates and certain other factors can significantly impact subscriber growth. Consequently, while it was determined that achievement of certain other company-specific subscriber, operational and/or financial goals was not probable as of December 31, 2017, that assessment could change in the future.

The non-cash, stock-based compensation expense associated with these awards was as follows:

Non-Cash, Stock-Based Compensation Expense Recognized	For the Years Ended December 31,		
	2017	2016	2015
		(In thousands)	
2017 LTIP	\$ 10,640	\$ —	\$ —
2013 LTIP (1)	(321)	2,565	10,157
Other employee performance awards	7,549	1,424	1,694
Total non-cash, stock-based compensation expense recognized for performance based awards	\$ 17,868	\$ 3,989	\$ 11,851

(1) “Non-Cash, Stock-Based Compensation Expense Recognized” includes forfeitures.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Estimated Remaining Non-Cash, Stock-Based Compensation Expense	2017 LTIP	2013 LTIP	Other Employee Performance Awards
		(In thousands)	
Expense estimated to be recognized during 2018	\$ 8,271	\$ 1,974	\$ 17,946
Estimated contingent expense subsequent to 2018	18,694	39,234	123,655
Total estimated remaining expense over the term of the plan	\$ 26,965	\$ 41,208	\$ 141,601

Of the 8.8 million stock options and 2.5 million restricted stock units and awards outstanding under our stock incentive plans as of December 31, 2017, the following awards were outstanding pursuant to our performance-based stock incentive plans:

	As of December 31, 2017	
	Number of Awards	Weighted-Average Grant Price
Performance Based Stock Options		
2017 LTIP	2,545,626	\$ 59.38
2013 LTIP	1,205,000	\$ 41.78
Other employee performance awards	1,740,000	\$ 19.27
Total	5,490,626	\$ 42.81
Restricted Performance Units/Awards		
2013 LTIP	602,500	
Other employee performance awards	1,833,000	
Total	2,435,500	

Stock-Based Compensation

Total non-cash, stock-based compensation expense for all of our employees is shown in the following table for the years ended December 31, 2017, 2016 and 2015 and was allocated to the same expense categories as the base compensation for such employees:

	For the Years Ended December 31,		
	2017	2016	2015
		(In thousands)	
Subscriber-related	\$ 3,323	\$ 694	\$ 2,164
General and administrative	26,618	12,343	17,035
Total non-cash, stock-based compensation	\$ 29,941	\$ 13,037	\$ 19,199

As of December 31, 2017, our total unrecognized compensation cost related to our non-performance based unvested stock awards was \$22 million and will be recognized over a weighted-average period of approximately two years. Share-based compensation expense is recognized based on stock awards ultimately expected to vest.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Valuation

The fair value of each stock option granted for the years ended December 31, 2017, 2016 and 2015 was estimated at the date of the grant using a Black-Scholes option valuation model with the following assumptions:

Stock Options	For the Years Ended December 31,					
	2017		2016		2015	
Risk-free interest rate	1.34 %	- 2.29 %	1.06 %	- 2.27 %	1.40 %	- 2.19 %
Volatility factor	22.25 %	- 26.15 %	26.12 %	- 33.37 %	26.42 %	- 36.22 %
Expected term of options in years	3.8	- 5.5	5.4	- 10.0	5.5	- 7.8
Weighted-average fair value of options granted	\$ 11.95	- \$ 16.69	\$ 12.45	- \$ 26.86	\$ 16.14	- \$ 29.73

While we currently do not intend to declare dividends on our common stock, we may elect to do so from time to time.

Accordingly, the dividend yield percentage used in the Black-Scholes option valuation model was set at zero for all periods. The Black-Scholes option valuation model was developed for use in estimating the fair value of traded stock options which have no vesting restrictions and are fully transferable. Consequently, our estimate of fair value may differ from other valuation models. Further, the Black-Scholes option valuation model requires the input of highly subjective assumptions. Changes in these subjective input assumptions can materially affect the fair value estimate.

We will continue to evaluate the assumptions used to derive the estimated fair value of our stock options as new events or changes in circumstances become known.

14. Commitments and Contingencies**Commitments**

As of December 31, 2017, future maturities of our long-term debt, capital lease and contractual obligations are summarized as follows:

	Payments due by period						
	Total	2018	2019	2020	2021	2022	Thereafter
	(In thousands)						
Long-term debt obligations	\$17,070,789	\$1,031,074	\$1,404,698	\$1,104,503	\$2,004,626	\$2,004,756	\$ 9,521,132
Capital lease obligations	104,318	37,451	19,896	19,137	20,615	7,219	—
Interest expense on long-term debt and capital lease obligations	5,181,572	924,452	899,444	759,846	662,939	594,457	1,340,434
Satellite-related obligations	1,233,242	348,617	301,102	241,371	208,196	125,636	8,320
Operating lease obligations	198,890	48,029	33,125	25,404	19,996	13,556	58,780
	1,515,546	1,349,635	134,859	16,019	8,833	6,200	—

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Purchase obligations							
Total	<u>\$25,304,357</u>	<u>\$3,739,258</u>	<u>\$2,793,124</u>	<u>\$2,166,280</u>	<u>\$2,925,205</u>	<u>\$2,751,824</u>	<u>\$10,928,666</u>

In certain circumstances the dates on which we are obligated to make these payments could be delayed. These amounts will increase to the extent that we procure launch and/or in-orbit insurance on our satellites or contract for the construction, launch or lease of additional satellites.

The table above does not include \$394 million of liabilities associated with unrecognized tax benefits that were accrued, as discussed in Note 10 and are included on our Consolidated Balance Sheets as of December 31, 2017. We do not expect any portion of this amount to be paid or settled within the next twelve months.

The table above does not include certain potential expenses we expect to incur for our wireless projects including, among other things, our plan to deploy a next-generation 5G-capable network, focused on supporting narrowband IoT. We currently expect expenditures for our wireless projects to be between \$500 million and \$1.0 billion through 2020. For further discussion see below.

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DISH NETWORK CORPORATION **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

Wireless

Since 2008, we have directly invested over \$11 billion to acquire certain wireless spectrum licenses and related assets and made over \$10 billion in non-controlling investments in certain entities, for a total of over \$21 billion, as described further below.

DISH Network Spectrum

We have directly invested over \$11 billion to acquire certain wireless spectrum licenses and related assets.

700 MHz Licenses. In 2008, we paid \$712 million to acquire certain 700 MHz E Block (“700 MHz”) wireless spectrum licenses, which were granted to us by the FCC in February 2009. These licenses are subject to certain build-out requirements. By March 2020, we must provide signal coverage and offer service to at least 70% of the population in each of our E Block license areas (the “700 MHz Build-Out Requirement”). If the 700 MHz Build-Out Requirement is not met with respect to any particular E Block license area, our authorization may terminate for the geographic portion of that license area in which we are not providing service. These wireless spectrum licenses expire in March 2020 unless they are renewed by the FCC. There can be no assurances that the FCC will renew these wireless spectrum licenses.

AWS-4 Licenses. On March 2, 2012, the FCC approved the transfer of 40 MHz of wireless spectrum licenses held by DBSD North America, Inc. (“DBSD North America”) and TerreStar Networks, Inc. (“TerreStar”) to us. On March 9, 2012, we completed the acquisition of 100% of the equity of reorganized DBSD North America (the “DBSD

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Transaction”) and substantially all of the assets of TerreStar (the “TerreStar Transaction”), pursuant to which we acquired, among other things, certain satellite assets and wireless spectrum licenses held by DBSD North America and TerreStar. The total consideration to acquire the DBSD North America and TerreStar assets was approximately \$2.860 billion.

On February 15, 2013, the FCC issued an order, which became effective on March 7, 2013, modifying our licenses to expand our terrestrial operating authority with AWS-4 authority (“AWS-4”). These licenses are subject to certain build-out requirements. By March 2020, we are required to provide terrestrial signal coverage and offer terrestrial service to at least 70% of the population in each area covered by an individual license (the “AWS-4 Build-Out Requirement”). If the AWS-4 Build-Out Requirement is not met with respect to any particular individual license, our terrestrial authorization for that license area may terminate. The FCC’s December 20, 2013 order also conditionally waived certain FCC rules for our AWS-4 licenses to allow us to repurpose all 20 MHz of our uplink spectrum (2000-2020 MHz) for terrestrial downlink operations. On June 1, 2016, we notified the FCC that we had elected to use our AWS-4 uplink spectrum for terrestrial downlink operations, and effective June 7, 2016, the FCC modified our AWS-4 licenses, resulting in all 40 MHz of our AWS-4 spectrum being designated for terrestrial downlink operations. These wireless spectrum licenses expire in March 2023 unless they are renewed by the FCC. There can be no assurances that the FCC will renew these wireless spectrum licenses.

H Block Licenses. On April 29, 2014, the FCC issued an order granting our application to acquire all 176 wireless spectrum licenses in the H Block auction. We paid approximately \$1.672 billion to acquire these H Block licenses, including clearance costs associated with the lower H Block spectrum. The H Block licenses are subject to certain interim and final build-out requirements. By April 2018, we must provide reliable signal coverage and offer service to at least 40% of the population in each area covered by an individual H Block license (the “H Block Interim Build-Out Requirement”). By April 2024, we must provide reliable signal coverage and offer service to at least 75% of the population in each area covered by an individual H Block license (the “H Block Final Build-Out Requirement”). If the H Block Interim Build-Out Requirement is not met, the H Block license term and the H Block Final Build-Out Requirement may be accelerated by two years (from April 2024 to April 2022) for each H Block license area in which we do not meet the requirement. If the H Block Final Build-Out Requirement is not met, our authorization for each H Block license area in which we do not meet the requirement may terminate. These wireless spectrum licenses expire in April 2024 unless they are renewed by the FCC. There can be no assurances that the FCC will renew these wireless spectrum licenses.

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600 MHz Licenses. The broadcast incentive auction in the 600 MHz frequency range (“Auction 1000”) began on March 29, 2016 and concluded on March 30, 2017. On April 13, 2017, the FCC announced that ParkerB.com Wireless L.L.C. (“ParkerB.com”), a wholly-owned subsidiary of DISH Network, was the winning bidder for 486 wireless spectrum licenses (the “600 MHz Licenses”) with aggregate winning bids totaling approximately \$6.211 billion. On April 27, 2017, ParkerB.com filed an application with the FCC to acquire

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the 600 MHz Licenses. On July 1, 2016, we paid \$1.5 billion to the FCC as a deposit for Auction 1000. On May 11, 2017, we paid the remaining balance of our winning bids of approximately \$4.711 billion. On June 14, 2017, the FCC issued an order granting ParkerB.com's application to acquire the 600 MHz Licenses.

The 600 MHz Licenses are subject to certain interim and final build-out requirements. By June 2023, we must provide reliable signal coverage and offer wireless service to at least 40% of the population in each area covered by an individual 600 MHz License (the "600 MHz Interim Build-Out Requirement"). By June 2029, we must provide reliable signal coverage and offer wireless service to at least 75% of the population in each area covered by an individual 600 MHz License (the "600 MHz Final Build-Out Requirement"). If the 600 MHz Interim Build-Out Requirement is not met, the 600 MHz License term and the 600 MHz Final Build-Out Requirement may be accelerated by two years (from June 2029 to June 2027) for each 600 MHz License area in which we do not meet the requirement. If the 600 MHz Final Build-Out Requirement is not met, our authorization for each 600 MHz License area in which we do not meet the requirement may terminate. In addition, certain broadcasters will have up to 39 months (ending July 13, 2020) to relinquish their 600 MHz spectrum, which may impact the timing for our ability to commence operations using certain 600 MHz Licenses. The FCC has issued the 600 MHz Licenses prior to the clearance of the spectrum, and the build-out deadlines are based on the date that the 600 MHz Licenses were issued to us, not the date that the spectrum is cleared. These wireless spectrum licenses expire in June 2029 unless they are renewed by the FCC. There can be no assurances that the FCC will renew these wireless spectrum licenses.

MVDDS Licenses. We have multichannel video distribution and data service ("MVDDS") licenses in 82 out of 214 geographical license areas, including Los Angeles, New York City, Chicago and several other major metropolitan areas. By August 2014, we were required to meet certain FCC build-out requirements related to our MVDDS licenses, and we are subject to certain FCC service rules applicable to these licenses. In January 2015, the FCC granted our application to extend the build-out requirements related to our MVDDS licenses. We now have until 2019 to provide "substantial service" on our MVDDS licenses. Our MVDDS licenses may be terminated, however, if we do not provide substantial service in accordance with the new build-out requirements. These wireless spectrum licenses expire in August 2024 unless they are renewed by the FCC. There can be no assurances that the FCC will renew these wireless spectrum licenses.

In 2016, the MVDDS 5G Coalition, of which we are a member, filed a petition for rulemaking requesting the FCC to consider updating the rules to allow us to provide two-way 5G services using our MVDDS licenses. We cannot predict when or if the FCC will grant the petition and proceed with a rulemaking. If the FCC adopts rules that would allow us to provide two-way 5G services using our MVDDS licenses, the requests of OneWeb and others for authority to use the band for service from NGSO satellite systems may hinder our ability to provide 5G services using our MVDDS licenses.

LMDS Licenses. As a result of the completion of the Share Exchange on February 28, 2017, we acquired from EchoStar certain Local Multipoint Distribution Service ("LMDS") licenses in four markets: Cheyenne, Kansas City, Phoenix, and San Diego. The "substantial service" milestone has been met with respect to each of the licenses. In addition, through the FCC's Spectrum Frontiers proceeding, a portion of each of our LMDS licenses will be reassigned to the Upper Microwave Flexible Use Service band (27.5-28.35 GHz), which will allow for a more flexible use of the licenses, including, among other things, 5G mobile operations. These wireless spectrum licenses expire in September 2018 unless they are renewed by the FCC. There can be no assurances that the FCC will renew these wireless spectrum licenses.

Commercialization of Our Wireless Spectrum Licenses and Related Assets. We have made substantial investments to acquire certain wireless spectrum licenses and related assets. We will need to make significant additional investments or partner with others to, among other things, commercialize, build-out, and integrate these licenses and

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related assets, and any additional acquired licenses and related assets; and comply with regulations applicable to such licenses. Depending on the nature and scope of such commercialization, build-out, integration efforts, and regulatory compliance, any such investments or partnerships could vary significantly. In addition, as we consider our options for the commercialization of our wireless spectrum, we will incur significant additional expenses and will have to make significant investments related to, among other things, research and development, wireless testing and wireless network infrastructure. In March 2017, we notified the FCC that we plan to deploy a next-generation 5G-capable network, focused on supporting narrowband IoT. The first phase of our network deployment will be completed by March 2020, with subsequent phases to be completed thereafter. We may also determine that additional wireless spectrum licenses may be required to commercialize our wireless business and to compete with other wireless service providers.

We may need to raise significant additional capital in the future to fund the efforts described above, which may not be available on acceptable terms or at all. There can be no assurance that we will be able to develop and implement a business model that will realize a return on these wireless spectrum licenses or that we will be able to profitably deploy the assets represented by these wireless spectrum licenses, which may affect the carrying amount of these assets and our future financial condition or results of operations.

DISH Network Non-Controlling Investments in the Northstar Entities and the SNR Entities Related to AWS-3 Wireless Spectrum Licenses

Through our wholly-owned subsidiaries American II and American III, we have made over \$10 billion in certain non-controlling investments in Northstar Spectrum, the parent company of Northstar Wireless, and in SNR HoldCo, the parent company of SNR Wireless, respectively. Northstar Wireless and SNR Wireless each filed applications with the FCC to participate in Auction 97 (the “AWS-3 Auction”) for the purpose of acquiring certain AWS-3 Licenses. Each of Northstar Wireless and SNR Wireless applied to receive bidding credits of 25% as designated entities under applicable FCC rules. In February 2015, one of our wholly-owned subsidiaries received a refund from the FCC of its \$400 million upfront payment made in 2014 related to the AWS-3 Auction.

Northstar Wireless was the winning bidder for AWS-3 Licenses with gross winning bid amounts totaling approximately \$7.845 billion, which after taking into account a 25% bidding credit, is approximately \$5.884 billion. SNR Wireless was the winning bidder for AWS-3 Licenses with gross winning bid amounts totaling approximately \$5.482 billion, which after taking into account a 25% bidding credit, is approximately \$4.112 billion. In addition to the net winning bids, SNR Wireless made a bid withdrawal payment of approximately \$8 million.

On August 18, 2015, the FCC released a *Memorandum Opinion and Order*, FCC 15-104 (the “Order”) in which the FCC determined, among other things, that DISH Network has a controlling interest in, and is an affiliate of, Northstar Wireless and SNR Wireless, and therefore DISH Network’s revenues should be attributed to them, which in turn makes Northstar Wireless and SNR Wireless ineligible to receive the 25% bidding credits (approximately \$1.961 billion for Northstar Wireless and \$1.370 billion for SNR Wireless) (each a “Bidding Credit Amount” and collectively the “Bidding Credit Amounts”). Each of

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Northstar Wireless and SNR Wireless has filed a notice of appeal and petition for review of the Order with the United States Court of Appeals for the District of Columbia (the “D.C. Circuit”), challenging, among other things, the FCC’s determination that they are ineligible to receive the Bidding Credit Amounts. Oral arguments were presented to the D.C. Circuit on September 26, 2016. On August 29, 2017, the D.C. Circuit issued its opinion, holding that: (i) the FCC reasonably applied its precedent to determine that DISH Network exercised a disqualifying degree of de facto control over Northstar Wireless and SNR Wireless (rendering them ineligible to claim the Bidding Credit Amounts), but (ii) the FCC did not give Northstar Wireless and SNR Wireless adequate notice that, if their relationships with DISH Network cost them the Bidding Credit Amounts, the FCC would also deny them an opportunity to cure. The case was remanded to the FCC to give Northstar Wireless and SNR Wireless an opportunity to seek to negotiate a cure for the de facto control the FCC found that DISH Network exercises over them. On January 24, 2018, the FCC released an Order on Remand, DA 18-70 (the “Order on Remand”), in which the FCC ordered, among other things, that Northstar Wireless and SNR Wireless each have 90 days to negotiate with DISH Network a cure for the *de facto* control the FCC found that DISH Network exercises over them. The Order on Remand also provides, among other things, a potential 45-day extension for such negotiations, a 45-day period for certain third-parties to file comments about any changes to the

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agreements proposed by Northstar Wireless and SNR Wireless, and up to 90 days for Northstar Wireless and SNR Wireless to respond to any such third-party comments. On January 26, 2018, SNR Wireless and Northstar Wireless filed a petition for a writ of certiorari, asking the United States Supreme Court to hear an appeal from the August 29, 2017 opinion from the D.C. Circuit. We cannot predict with any degree of certainty the timing or outcome of these proceedings.

On October 1, 2015, DISH Network, American II, American III, Northstar Wireless, SNR Wireless, and certain other entities holding certain interests in Northstar Wireless and SNR Wireless, in light of, and subject to, the litigation arising from the Order, entered into a series of arrangements with respect to the AWS-3 Licenses that included, among other things, a notification from Northstar Wireless and SNR Wireless to the FCC that they would not be paying the gross winning bid amounts on certain AWS-3 Licenses. As a result, the FCC retained those AWS-3 Licenses and Northstar Wireless and SNR Wireless paid the FCC an additional interim payment of approximately \$516 million, as further described below.

Letters Exchanged between Northstar Wireless and the FCC Wireless Bureau. As outlined in letters exchanged between Northstar Wireless and the Wireless Telecommunications Bureau of the FCC (the “FCC Wireless Bureau”), Northstar Wireless paid the gross winning bid amounts for 261 AWS-3 Licenses (the “Northstar Licenses”) totaling approximately \$5.619 billion through the application of funds already on deposit with the FCC. Northstar Wireless also notified the FCC that it would not be paying the gross winning bid amounts for 84 AWS-3 Licenses totaling approximately \$2.226 billion.

As a result of the nonpayment of those gross winning bid amounts, the FCC retained those licenses and Northstar Wireless owed the FCC an additional interim payment of

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approximately \$334 million (the “Northstar Interim Payment”), which is equal to 15% of \$2.226 billion. The Northstar Interim Payment was recorded in “FCC auction expense” on our Consolidated Statements of Operations and Comprehensive Income (Loss) for the year ended December 31, 2015. Northstar Wireless immediately satisfied the Northstar Interim Payment through the application of funds already on deposit with the FCC and an additional loan from American II of approximately \$69 million. As a result, the FCC will not deem Northstar Wireless to be a “current defaulter” under applicable FCC rules.

In addition, the FCC Wireless Bureau acknowledged that Northstar Wireless’ nonpayment of those gross winning bid amounts does not constitute action involving gross misconduct, misrepresentation or bad faith. Therefore, the FCC concluded that such nonpayment will not affect the eligibility of Northstar Wireless, its investors (including DISH Network) or their respective affiliates to participate in future spectrum auctions (including Auction 1000 and any re-auction of the AWS-3 Licenses retained by the FCC). At this time, DISH Network (through itself, a subsidiary or another entity in which it may hold a direct or indirect interest) expects to participate in any re-auction of those AWS-3 Licenses.

If the winning bids from re-auction or other award of the AWS-3 Licenses retained by the FCC are greater than or equal to the winning bids of Northstar Wireless, no additional amounts will be owed to the FCC. However, if those winning bids are less than the winning bids of Northstar Wireless, then Northstar Wireless will be responsible for the difference less any overpayment of the Northstar Interim Payment (which will be recalculated as 15% of the winning bids from re-auction or other award) (the “Northstar Re-Auction Payment”). For example, if the winning bids in a re-auction are \$1, the Northstar Re-Auction Payment would be approximately \$1.892 billion, which is calculated as the difference between \$2.226 billion (the Northstar winning bid amounts) and \$1 (the winning bids from re-auction) less the resulting \$334 million overpayment of the Northstar Interim Payment. As discussed above, at this time, DISH Network (through itself, a subsidiary or another entity in which it may hold a direct or indirect interest) expects to participate in any re-auction. We cannot predict with any degree of certainty the timing or outcome of any re-auction or the amount of any Northstar Re-Auction Payment.

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Amendment to Northstar Wireless Credit Agreement. On October 1, 2015, American II, Northstar Wireless and Northstar Spectrum amended the First Amended and Restated Credit Agreement dated October 13, 2014, by and among American II, as Lender, Northstar Wireless, as Borrower, and Northstar Spectrum, as Guarantor (as amended, the “Northstar Credit Agreement”), to provide, among other things, that: (i) the Northstar Interim Payment and any Northstar Re-Auction Payment will be made by American II directly to the FCC and will be deemed as loans under the Northstar Credit Agreement; (ii) the FCC is a third-party beneficiary with respect to American II’s obligation to pay the Northstar Interim Payment and any Northstar Re-Auction Payment; (iii) in the event that the winning bids from re-auction or other award of the AWS-3 Licenses retained by the FCC are less than the winning bids of Northstar Wireless, the purchaser, assignee or transferee of any AWS-3 Licenses from Northstar Wireless is obligated to pay its pro-rata share of the difference (and Northstar Wireless remains jointly and severally liable for such pro-rata share); and (iv) during the

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period between the due date for the payments guaranteed under the FCC Northstar Guaranty (as discussed below) and the date such guaranteed payments are paid, Northstar Wireless' payment obligations to American II under the Northstar Credit Agreement will be subordinated to such guaranteed payments.

DISH Network Guaranty in Favor of the FCC for Certain Northstar Wireless Obligations. On October 1, 2015, DISH Network entered into a guaranty in favor of the FCC (the "FCC Northstar Guaranty") with respect to the Northstar Interim Payment (which was satisfied on October 1, 2015) and any Northstar Re-Auction Payment. The FCC Northstar Guaranty provides, among other things, that during the period between the due date for the payments guaranteed under the FCC Northstar Guaranty and the date such guaranteed payments are paid: (i) Northstar Wireless' payment obligations to American II under the Northstar Credit Agreement will be subordinated to such guaranteed payments; and (ii) DISH Network or American II will withhold exercising certain rights as a creditor of Northstar Wireless.

Letters Exchanged between SNR Wireless and the FCC Wireless Bureau. As outlined in letters exchanged between SNR Wireless and the FCC Wireless Bureau, SNR Wireless paid the gross winning bid amounts for 244 AWS-3 Licenses (the "SNR Licenses") totaling approximately \$4.271 billion through the application of funds already on deposit with the FCC and a portion of an additional loan from American III in an aggregate amount of approximately \$344 million (which included an additional bid withdrawal payment of approximately \$3 million). SNR Wireless also notified the FCC that it would not be paying the gross winning bid amounts for 113 AWS-3 Licenses totaling approximately \$1.211 billion.

As a result of the nonpayment of those gross winning bid amounts, the FCC retained those licenses and SNR Wireless owed the FCC an additional interim payment of approximately \$182 million (the "SNR Interim Payment"), which is equal to 15% of \$1.211 billion. The SNR Interim Payment was recorded in "FCC auction expense" on our Consolidated Statements of Operations and Comprehensive Income (Loss) for the year ended December 31, 2015. SNR Wireless immediately satisfied the SNR Interim Payment through a portion of an additional loan from American III in an aggregate amount of approximately \$344 million. As a result, the FCC will not deem SNR Wireless to be a "current defaulter" under applicable FCC rules.

In addition, the FCC Wireless Bureau acknowledged that SNR Wireless' nonpayment of those gross winning bid amounts does not constitute action involving gross misconduct, misrepresentation or bad faith. Therefore, the FCC concluded that such nonpayment will not affect the eligibility of SNR Wireless, its investors (including DISH Network) or their respective affiliates to participate in future spectrum auctions (including Auction 1000 and any re-auction of the AWS-3 Licenses retained by the FCC). At this time, DISH Network (through itself, a subsidiary or another entity in which it may hold a direct or indirect interest) expects to participate in any re-auction of those AWS-3 Licenses.

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If the winning bids from re-auction or other award of the AWS-3 Licenses retained by the FCC are greater than or equal to the winning bids of SNR Wireless, no additional amounts will be owed to the FCC. However, if those winning bids are less than the winning bids of SNR Wireless, then SNR Wireless will be responsible for the difference less any overpayment of the SNR Interim Payment (which will be recalculated as 15% of the winning bids from re-auction or other award) (the “SNR Re-Auction Payment”). For example, if the winning bids in a re-auction are \$1, the SNR Re-Auction Payment would be approximately \$1.029 billion, which is calculated as the difference between \$1.211 billion (the SNR winning bid amounts) and \$1 (the winning bids from re-auction) less the resulting \$182 million overpayment of the SNR Interim Payment. As discussed above, at this time, DISH Network (through itself, a subsidiary or another entity in which it may hold a direct or indirect interest) expects to participate in any re-auction. We cannot predict with any degree of certainty the timing or outcome of any re-auction or the amount of any SNR Re-Auction Payment.

Amendment to SNR Wireless Credit Agreement. On October 1, 2015, American III, SNR Wireless and SNR HoldCo amended the First Amended and Restated Credit Agreement dated October 13, 2014, by and among American III, as Lender, SNR Wireless, as Borrower, and SNR HoldCo, as Guarantor (as amended, the “SNR Credit Agreement”), to provide, among other things, that: (i) the SNR Interim Payment and any SNR Re-Auction Payment will be made by American III directly to the FCC and will be deemed as loans under the SNR Credit Agreement; (ii) the FCC is a third-party beneficiary with respect to American III’s obligation to pay the SNR Interim Payment and any SNR Re-Auction Payment; (iii) in the event that the winning bids from re-auction or other award of the AWS-3 Licenses retained by the FCC are less than the winning bids of SNR Wireless, the purchaser, assignee or transferee of any AWS-3 Licenses from SNR Wireless is obligated to pay its pro-rata share of the difference (and SNR Wireless remains jointly and severally liable for such pro-rata share); and (iv) during the period between the due date for the payments guaranteed under the FCC SNR Guaranty (as discussed below) and the date such guaranteed payments are paid, SNR Wireless’ payment obligations to American III under the SNR Credit Agreement will be subordinated to such guaranteed payments.

DISH Network Guaranty in Favor of the FCC for Certain SNR Wireless Obligations. On October 1, 2015, DISH Network entered into a guaranty in favor of the FCC (the “FCC SNR Guaranty”) with respect to the SNR Interim Payment (which was satisfied on October 1, 2015) and any SNR Re-Auction Payment. The FCC SNR Guaranty provides, among other things, that during the period between the due date for the payments guaranteed under the FCC SNR Guaranty and the date such guaranteed payments are paid: (i) SNR Wireless’ payment obligations to American III under the SNR Credit Agreement will be subordinated to such guaranteed payments; and (ii) DISH Network or American III will withhold exercising certain rights as a creditor of SNR Wireless.

Northstar Wireless is a wholly-owned subsidiary of Northstar Spectrum. Through American II, we own an 85% non-controlling interest in Northstar Spectrum. Northstar Manager owns a 15% controlling interest in, and is the sole manager of, Northstar Spectrum. Northstar Spectrum is governed by a limited liability company agreement by and between American II and Northstar Manager (the “Northstar Spectrum LLC Agreement”). Pursuant to the Northstar Spectrum LLC Agreement, American II and Northstar Manager made pro-rata equity contributions in Northstar Spectrum. As of October 1, 2015, the total equity contributions from American II and Northstar Manager to Northstar Spectrum were approximately \$750 million and \$133 million, respectively. As of October 1, 2015, the total loans from American II to Northstar Wireless under the Northstar Credit Agreement for payments to the FCC related to the Northstar Licenses were approximately \$5.070 billion.

SNR Wireless is a wholly-owned subsidiary of SNR HoldCo. Through American III, we own an 85% non-controlling interest in SNR HoldCo. SNR Management owns a 15% controlling interest in, and is the sole manager of, SNR HoldCo. SNR HoldCo is governed by a limited liability company agreement by and between American III and SNR Management (the “SNR HoldCo LLC Agreement”). Pursuant to the SNR HoldCo LLC Agreement, American III and SNR Management made pro-rata equity contributions in SNR

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HoldCo. As of October 1, 2015, the total equity contributions from American III and SNR Management to SNR HoldCo were approximately \$524 million and \$93 million, respectively. As of October 1, 2015, the total loans from American III to SNR Wireless under the SNR Credit Agreement for payments to the FCC related to the SNR Licenses were approximately \$3.847 billion.

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After Northstar Wireless and SNR Wireless satisfied their respective payments to the FCC on October 1, 2015 for the Northstar Licenses and the SNR Licenses, and the Northstar Interim Payment and the SNR Interim Payment (which included an additional bid withdrawal payment), our total non-controlling debt and equity investments in the Northstar Entities and the SNR Entities for payments to the FCC related to the AWS-3 Licenses were approximately \$10.191 billion. Under the applicable accounting guidance in ASC 810, Northstar Spectrum and SNR HoldCo are considered variable interest entities and, based on the characteristics of the structure of these entities and in accordance with the applicable accounting guidance, we consolidate these entities into our financial statements. See Note 2 for further information.

On October 27, 2015, the FCC granted the Northstar Licenses to Northstar Wireless and the SNR Licenses to SNR Wireless, respectively, which are recorded in “FCC authorizations” on our Consolidated Balance Sheets. The AWS-3 Licenses are subject to certain interim and final build-out requirements. By October 2021, Northstar Wireless and SNR Wireless must provide reliable signal coverage and offer service to at least 40% of the population in each area covered by an individual AWS-3 License (the “AWS-3 Interim Build-Out Requirement”). By October 2027, Northstar Wireless and SNR Wireless must provide reliable signal coverage and offer service to at least 75% of the population in each area covered by an individual AWS-3 License (the “AWS-3 Final Build-Out Requirement”). If the AWS-3 Interim Build-Out Requirement is not met, the AWS-3 License term and the AWS-3 Final Build-Out Requirement may be accelerated by two years (from October 2027 to October 2025) for each AWS-3 License area in which Northstar Wireless and SNR Wireless do not meet the requirement. If the AWS-3 Final Build-Out Requirement is not met, the authorization for each AWS-3 License area in which Northstar Wireless and SNR Wireless do not meet the requirement may terminate. These wireless spectrum licenses expire in October 2027 unless they are renewed by the FCC. There can be no assurances that the FCC will renew these wireless spectrum licenses.

In addition, on September 23, 2016, the United States District Court for the District of Columbia unsealed a qui tam complaint that was filed by Vermont National Telephone Company (“Vermont National”) against us; our wholly-owned subsidiaries, American AWS-3 Wireless I L.L.C., American II, American III, and DISH Wireless Holding L.L.C.; Charles W. Ergen (our Chairman) and Cantey M. Ergen (a member of our board of directors); Northstar Wireless; Northstar Spectrum; Northstar Manager; SNR Wireless; SNR HoldCo; SNR Management; and certain other parties. See “*Contingencies – Litigation – Vermont National Telephone Company*” for further information.

We may need to make significant additional loans to the Northstar Entities and to the SNR Entities, or they may need to partner with others, so that the Northstar Entities and the SNR Entities may commercialize, build-out and integrate the Northstar Licenses and the SNR

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Licenses, comply with regulations applicable to the Northstar Licenses and the SNR Licenses, and make any potential payments related to the Northstar Re-Auction Payment and the SNR Re-Auction Payment for the AWS-3 Licenses retained by the FCC. Depending upon the nature and scope of such commercialization, build-out, integration efforts, regulatory compliance, and potential Northstar Re-Auction Payment and SNR Re-Auction Payment, any such loans or partnerships could vary significantly. We may need to raise significant additional capital in the future, which may not be available on acceptable terms or at all, to make further investments in the Northstar Entities and the SNR Entities. There can be no assurance that we will be able to obtain a profitable return on our non-controlling investments in the Northstar Entities and the SNR Entities.

Guarantees

During the third quarter 2009, EchoStar entered into a satellite transponder service agreement for Nimiq 5 through 2024. We sublease this capacity from EchoStar and also guarantee a certain portion of EchoStar's obligation under its satellite transponder service agreement through 2019. As of December 31, 2017, the remaining obligation of our guarantee was \$127 million. As of December 31, 2017, we have not recorded a liability on the balance sheet for this guarantee.

Purchase Obligations

Our 2018 purchase obligations primarily consist of binding purchase orders for certain fixed contractual commitments to purchase programming content, receiver systems and related equipment, broadband equipment, digital broadcast operations, transmission costs, streaming delivery technology and infrastructure, engineering services, and other products and services related to the operation of our Pay-TV services. Our purchase obligations can fluctuate significantly from period to period due to, among other things, management's timing of payments and inventory

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purchases, and can materially impact our future operating asset and liability balances, and our future working capital requirements.

Programming Contracts

In the normal course of business, we enter into contracts to purchase programming content in which our payment obligations are generally contingent on the number of Pay-TV subscribers to whom we provide the respective content. These programming commitments are not included in the "Commitments" table above. The terms of our contracts typically range from one to ten years with annual rate increases. Our programming expenses will increase to the extent we are successful in growing our Pay-TV subscriber base. In addition, programming costs per subscriber continue to increase due to contractual price increases and the renewal of long-term programming contracts on less favorable pricing terms.

Rent Expense

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Total rent expense for operating leases was \$407 million, \$409 million and \$479 million in 2017, 2016 and 2015, respectively.

Patents and Intellectual Property

Many entities, including some of our competitors, have or may in the future obtain patents and other intellectual property rights that cover or affect products or services that we offer or that we may offer in the future. We may not be aware of all intellectual property rights that our products or services may potentially infringe. Damages in patent infringement cases can be substantial, and in certain circumstances can be trebled. Further, we cannot estimate the extent to which we may be required in the future to obtain licenses with respect to patents held by others and the availability and cost of any such licenses. Various parties have asserted patent and other intellectual property rights with respect to components of our products and services. We cannot be certain that these persons do not own the rights they claim, that our products do not infringe on these rights, and/or that these rights are not valid. Further, we cannot be certain that we would be able to obtain licenses from these persons on commercially reasonable terms or, if we were unable to obtain such licenses, that we would be able to redesign our products to avoid infringement.

Contingencies

Separation Agreement

On January 1, 2008, we completed the distribution of our technology and set-top box business and certain infrastructure assets (the “Spin-off”) into a separate publicly-traded company, EchoStar. In connection with the Spin-off, we entered into a separation agreement with EchoStar that provides, among other things, for the division of certain liabilities, including liabilities resulting from litigation. Under the terms of the separation agreement, EchoStar has assumed certain liabilities that relate to its business, including certain designated liabilities for acts or omissions that occurred prior to the Spin-off. Certain specific provisions govern intellectual property related claims under which, generally, EchoStar will only be liable for its acts or omissions following the Spin-off and we will indemnify EchoStar for any liabilities or damages resulting from intellectual property claims relating to the period prior to the Spin-off, as well as our acts or omissions following the Spin-off. On February 28, 2017, we and EchoStar completed the Share Exchange pursuant to which certain assets that were transferred to EchoStar in the Spin-off were transferred back to us. The Share Exchange Agreement contains additional indemnification provisions between us and EchoStar for certain liabilities and legal proceedings.

Litigation

We are involved in a number of legal proceedings (including those described below) concerning matters arising in connection with the conduct of our business activities. Many of these proceedings are at preliminary stages, and many of these proceedings seek an indeterminate amount of damages. We regularly evaluate the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a

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loss or an additional loss may have been incurred and to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of the possible loss or range of possible loss can be made.

For certain cases described on the following pages, management is unable to provide a meaningful estimate of the possible loss or range of possible loss because, among other reasons, (i) the proceedings are in various stages; (ii) damages have not been sought; (iii) damages are unsupported and/or exaggerated; (iv) there is uncertainty as to the outcome of pending appeals or motions; (v) there are significant factual issues to be resolved; and/or (vi) there are novel legal issues or unsettled legal theories to be presented or a large number of parties (as with many patent-related cases). For these cases, however, management does not believe, based on currently available information, that the outcomes of these proceedings will have a material adverse effect on our financial condition, though the outcomes could be material to our operating results for any particular period, depending, in part, upon the operating results for such period.

ClearPlay, Inc.

On March 13, 2014, ClearPlay, Inc. (“ClearPlay”) filed a complaint against us, our wholly-owned subsidiary DISH Network L.L.C., EchoStar, and its then wholly-owned subsidiary EchoStar Technologies L.L.C., in the United States District Court for the District of Utah. The complaint alleges infringement of United States Patent Nos. 6,898,799 (the “799 patent”), entitled “Multimedia Content Navigation and Playback”; 7,526,784 (the “784 patent”), entitled “Delivery of Navigation Data for Playback of Audio and Video Content”; 7,543,318 (the “318 patent”), entitled “Delivery of Navigation Data for Playback of Audio and Video Content”; 7,577,970 (the “970 patent”), entitled “Multimedia Content Navigation and Playback”; and 8,117,282 (the “282 patent”), entitled “Media Player Configured to Receive Playback Filters From Alternative Storage Mediums.” ClearPlay alleges that the AutoHop™ feature of our Hopper set-top box infringes the asserted patents. On February 11, 2015, the case was stayed pending various third-party challenges before the United States Patent and Trademark Office regarding the validity of certain of the patents asserted in the action. In those third-party challenges, the United States Patent and Trademark Office found that all claims of the 282 patent are unpatentable, and that certain claims of the 784 patent and 318 patent are unpatentable. ClearPlay appealed as to the 784 patent and the 318 patent, and on August 23, 2016, the United States Court of Appeals for the Federal Circuit affirmed the findings of the United States Patent and Trademark Office. On October 31, 2016, the stay was lifted. No trial date has been set.

We intend to vigorously defend this case. In the event that a court ultimately determines that we infringe the asserted patents, we may be subject to substantial damages, which may include treble damages, and/or an injunction that could require us to materially modify certain features that we currently offer to consumers. We cannot predict with any degree of certainty the outcome of the suit or determine the extent of any potential liability or damages.

CRFD Research, Inc. (a subsidiary of Marathon Patent Group, Inc.)

On January 17, 2014, CRFD Research, Inc. (“CRFD”) filed a complaint against us, our wholly-owned subsidiaries DISH DBS Corporation and DISH Network L.L.C., EchoStar, and its then wholly-owned subsidiary EchoStar Technologies L.L.C., in the United States District Court for the District of Delaware, alleging infringement of United States Patent No. 7,191,233 (the “233 patent”). The 233 patent is entitled “System for Automated, Mid-Session, User-Directed, Device-to-Device Session Transfer System,” and relates to transferring an ongoing software session from one device to another. CRFD alleges that our Hopper and Joey® set-top boxes infringe the 233 patent. On the same day, CRFD filed similar complaints against AT&T Inc.; Comcast Corp.; DirecTV; Time Warner Cable Inc.; Cox Communications, Inc.; Akamai Technologies, Inc.; Cablevision Systems Corp. and Limelight Networks, Inc. CRFD is an entity that seeks to license an acquired patent portfolio

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without itself practicing any of the claims recited therein. On January 26, 2015, we and EchoStar filed a petition before the United States Patent and Trademark Office challenging the validity of certain claims of the 233 patent. The United States Patent and Trademark Office has agreed to institute a proceeding on our petition, as well as on two third-party petitions challenging the validity of certain claims of the 233 patent, and it heard oral argument on January 16, 2016. On June 1, 2016, the United States Patent and Trademark Office found that all claims asserted against us and the EchoStar parties were unpatentable. On July 5, 2016, CRFD filed a notice of appeal to the United States Court of

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Appeals for the Federal Circuit, which heard oral argument on April 6, 2017. On November 7, 2017, CRFD, we and EchoStar filed a joint motion to dismiss all claims in the action with prejudice, which the Court entered on November 9, 2017. This matter is now concluded.

Customedia Technologies, L.L.C.

On February 10, 2016, Customedia Technologies, L.L.C. (“Customedia”) filed a complaint against us and our wholly-owned subsidiary DISH Network L.L.C. in the United States District Court for the Eastern District of Texas. The complaint alleges infringement of four patents: United States Patent No. 8,719,090 (the “090 patent”); United States Patent No. 9,053,494 (the “494 patent”); United States Patent No. 7,840,437 (the “437 patent”); and United States Patent No. 8,955,029 (the “029 patent”). Each patent is entitled “System for Data Management And On-Demand Rental And Purchase Of Digital Data Products.” Customedia appears to allege infringement in connection with our addressable advertising services, our DISH Anywhere feature, and our Pay-Per-View and video-on-demand offerings. In December 2016 and January 2017, DISH Network L.L.C. filed petitions with the United States Patent and Trademark Office challenging the validity of the asserted claims of each of the asserted patents. On June 12, 2017, the United States Patent and Trademark Office agreed to institute proceedings on our petitions challenging the 090 patent and the 437 patent; on July 18, 2017, it agreed to institute proceedings on our petitions challenging the 029 patent; and on July 28, 2017, it agreed to institute proceedings on our petitions challenging the 494 patent. These instituted proceedings cover all asserted claims of each of the asserted patents, and are scheduled for trial before the United States Patent and Trademark Office on March 5, 2018. On August 8, 2017, the litigation in the District Court was stayed pending resolution of the proceedings at the United States Patent and Trademark Office. Pursuant to an agreement between the parties, on December 20, 2017, DISH Network L.L.C. dismissed its petitions challenging the 029 patent in the United States Patent and Trademark Office, and on January 9, 2018, the parties dismissed their claims, counterclaims and defenses as to that patent in the litigation. Customedia is an entity that seeks to license a patent portfolio without itself practicing any of the claims recited therein.

We intend to vigorously defend this case. In the event that a court ultimately determines that we infringe the asserted patents, we may be subject to substantial damages, which may include treble damages, and/or an injunction that could require us to materially modify certain features that we currently offer to consumers. We cannot predict with any degree of certainty the outcome of the suit or determine the extent of any potential liability or damages.

Dragon Intellectual Property, LLC

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On December 20, 2013, Dragon Intellectual Property, LLC (“Dragon IP”) filed complaints against our wholly-owned subsidiary DISH Network L.L.C., as well as Apple Inc.; AT&T, Inc.; Charter Communications, Inc.; Comcast Corp.; Cox Communications, Inc.; DirecTV; Sirius XM Radio Inc.; Time Warner Cable Inc. and Verizon Communications, Inc., in the United States District Court for the District of Delaware, alleging infringement of United States Patent No. 5,930,444 (the “444 patent”), which is entitled “Simultaneous Recording and Playback Apparatus.” Dragon IP alleges that various of our DVR receivers infringe the 444 patent. Dragon IP is an entity that seeks to license an acquired patent portfolio without itself practicing any of the claims recited therein. On December 23, 2014, DISH Network L.L.C. filed a petition before the United States Patent and Trademark Office challenging the validity of certain claims of the 444 patent. On April 10, 2015, the Court granted DISH Network L.L.C.’s motion to stay the action in light of DISH Network L.L.C.’s petition and certain other defendants’ petitions pending before the United States Patent and Trademark Office challenging the validity of certain claims of the 444 patent. On July 17, 2015, the United States Patent and Trademark Office agreed to institute a proceeding on our petition. Pursuant to a stipulation between the parties, on April 27, 2016, the Court entered an order of non-infringement and judgment in favor of DISH Network L.L.C. On June 15, 2016, the United States Patent and Trademark Office entered an order that the patent claims being asserted against DISH Network L.L.C. with respect to the 444 patent are unpatentable. On August 8, 2016, Dragon filed notices of appeal with respect to the Court’s judgment and the United States Patent and Trademark Office’s decision and, on October 5, 2017, the United States Court of Appeals for the Federal Circuit heard oral argument. On November 1, 2017, the United States Court of Appeals for the Federal Circuit affirmed the unpatentability of the 444 patent based on the petition filed in the United States Patent and Trademark Office by DISH Network L.L.C., and dismissed as moot the appeal of the order of non-infringement from the District Court. On December 1, 2017, Dragon IP filed a petition for panel rehearing.

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with the United States Court of Appeals for the Federal Circuit, which the Court of Appeals denied on January 31, 2018.

We intend to vigorously defend this case. In the event that a court ultimately determines that we infringe the asserted patent, we may be subject to substantial damages, which may include treble damages, and/or an injunction that could require us to materially modify certain features that we currently offer to consumers. We cannot predict with any degree of certainty the outcome of the suit or determine the extent of any potential liability or damages.

Grecia

On March 27, 2015, William Grecia (“Grecia”) filed a complaint against our wholly-owned subsidiary DISH Network L.L.C. in the United States District Court for the Northern District of Illinois, alleging infringement of United States Patent No. 8,533,860 (the “860 patent”), which is entitled “Personalized Digital Media Access System – PDMAS Part II.” Grecia alleges that we violate the 860 patent in connection with our digital rights management. Grecia is the named inventor on the 860 patent. On June 22, 2015, the case

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was transferred to the United States District Court for the Northern District of California. On November 18, 2015, Grecia filed an amended complaint adding allegations that we infringe United States Patent No. 8,402,555 (the “555 patent”), which is entitled “Personalized Digital Media Access System (PDMAS).” Grecia is the named inventor on the 555 patent. Grecia alleges that we violate the 555 patent in connection with our digital rights management. Grecia dismissed his action with prejudice on February 3, 2016.

On February 3, 2016, Grecia filed a new complaint against our wholly-owned subsidiary DISH Network L.L.C. in the United States District Court for the Northern District of California, alleging infringement of United States Patent No. 8,887,308 (the “308 patent”), which is entitled “Digital Cloud Access – PDMAS Part III,” on which Grecia is also the named inventor. Grecia alleges that we violate the 308 patent in connection with our DISH Anywhere feature. On July 29, 2016, DISH Network L.L.C. filed a petition before the United States Patent and Trademark Office challenging the validity of certain claims of the 308 patent. On January 19, 2017, the United States Patent and Trademark Office declined to institute a proceeding on our petition. The litigation in the District Court, which had been stayed since June 13, 2016 pending resolution of DISH Network L.L.C.’s petition to the United States Patent and Trademark Office, was further stayed on February 23, 2017 pending a claim construction order from the United States District Court for the Southern District of New York in a separate action in which Grecia is asserting the same patent.

We intend to vigorously defend this case. In the event that a court ultimately determines that we infringe the asserted patent, we may be subject to substantial damages, which may include treble damages, and/or an injunction that could require us to materially modify certain features that we currently offer to consumers. We cannot predict with any degree of certainty the outcome of the suit or determine the extent of any potential liability or damages.

IPA Technologies Inc.

On December 9, 2016, IPA Technologies Inc. (“IPA”) filed suit against us and our wholly-owned subsidiary DISH Network L.L.C. in the United States District Court for the District of Delaware. IPA alleges that our Voice Remote with Hopper 3 infringes United States Patent Number 6,742,021 (the “021 patent”), which is entitled “Navigating Network-based Electronic Information Using Spoken Input with Multimodal Error Feedback”; United States Patent Number 6,523,061 (the “061 patent”), which is entitled “System, Method, and Article of Manufacture for Agent-Based Navigation in a Speech-Based Data Navigation System”; and United States Patent Number 6,757,718 (the “718 patent”), which is entitled “Mobile Navigation of Network-Based Electronic Information Using Spoken Input.” IPA is an entity that seeks to license a patent portfolio without itself practicing any of the claims recited therein. On December 20, 2017, we and DISH Network L.L.C. filed petitions with the United States Patent and Trademark Office challenging the validity of select claims of each of the asserted patents.

We intend to vigorously defend this case. In the event that a court ultimately determines that we infringe the asserted patents, we may be subject to substantial damages, which may include treble damages, and/or an injunction that could require us to materially modify certain features that we currently offer to consumers. We cannot predict with any degree of certainty the outcome of the suit or determine the extent of any potential liability or damages.

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LightSquared/Harbinger Capital Partners LLC (LightSquared Bankruptcy)

As previously disclosed in our public filings, L-Band Acquisition, LLC (“LBAC”), our wholly-owned subsidiary, entered into a Plan Support Agreement (the “PSA”) with certain senior secured lenders to LightSquared LP (the “LightSquared LP Lenders”) on July 23, 2013, which contemplated the purchase by LBAC of substantially all of the assets of LightSquared LP and certain of its subsidiaries (the “LBAC Bid”) that are debtors and debtors in possession in the LightSquared bankruptcy cases pending 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).

Pursuant to the PSA, LBAC was entitled to terminate the PSA in certain circumstances, certain of which required three business days written notice, including, without limitation, in the event that certain milestones specified in the PSA were not met. On January 7, 2014, LBAC delivered written notice of termination of the PSA to the LightSquared LP Lenders. As a result, the PSA terminated effective on January 10, 2014, and the LBAC Bid was withdrawn.

On August 6, 2013, Harbinger Capital Partners LLC and other affiliates of Harbinger (collectively, “Harbinger”), a shareholder of LightSquared Inc., filed an adversary proceeding against us, LBAC, EchoStar, Charles W. Ergen (our Chairman), SP Special Opportunities, LLC (“SPSO”) (an entity controlled by Mr. Ergen), and certain other parties, in the Bankruptcy Court. Harbinger alleged, among other things, claims based on fraud, unfair competition, civil conspiracy and tortious interference with prospective economic advantage related to certain purchases of LightSquared secured debt by SPSO. Subsequently, LightSquared intervened to join in certain claims alleged against certain defendants other than us, LBAC and EchoStar.

On October 29, 2013, the Bankruptcy Court dismissed all of the claims in Harbinger’s complaint in their entirety, but granted leave for LightSquared to file its own complaint in intervention. On November 15, 2013, LightSquared filed its complaint, which included various claims against us, EchoStar, Mr. Ergen and SPSO. On December 2, 2013, Harbinger filed an amended complaint, asserting various claims against SPSO. On December 12, 2013, the Bankruptcy Court dismissed several of the claims asserted by LightSquared and Harbinger. The surviving claims included, among others, LightSquared’s claims against SPSO for declaratory relief, breach of contract and statutory disallowance; LightSquared’s tortious interference claim against us, EchoStar and Mr. Ergen; and Harbinger’s claim against SPSO for statutory disallowance. These claims proceeded to a non-jury trial on January 9, 2014. In its Post-Trial Findings of Fact and Conclusions of Law entered on June 10, 2014, the Bankruptcy Court rejected all claims against us and EchoStar, and it rejected some but not all claims against the other defendants. On July 7, 2015, the United States District Court for the Southern District of New York denied Harbinger’s motion for an interlocutory appeal of certain Bankruptcy Court orders in the adversary proceeding. On March 27, 2015, the Bankruptcy Court entered an order confirming the Modified Second Amended Joint Plan pursuant to Chapter 11 of the Bankruptcy Code and, on December 7, 2015, the Plan became effective.

We intend to vigorously defend any claims against us in this proceeding and cannot predict with any degree of certainty the outcome of this proceeding or determine the extent of any potential liability or damages.

LightSquared Transaction Shareholder Derivative Actions

On August 9, 2013, a purported shareholder of the Company, Jacksonville Police and Fire Pension Fund (“Jacksonville PFPF”), filed a putative shareholder derivative action in the

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District Court for Clark County, Nevada alleging, among other things, breach of fiduciary duty claims against the members of the Company's Board of Directors as of that date: Charles W. Ergen; Joseph P. Clayton; James DeFranco; Cantey M. Ergen; Steven R. Goodbarn; David K. Moskowitz; Tom A. Ortolf; and Carl E. Vogel (collectively, the "Director Defendants"). In its first amended complaint, Jacksonville PFPF asserted claims that Mr. Ergen breached his fiduciary duty to the Company in connection with certain purchases of LightSquared debt by SPSO, an entity controlled by Mr. Ergen, and that the other Director Defendants aided and abetted that alleged breach of duty. The Jacksonville PFPF claims alleged that (1) the debt purchases created an impermissible conflict of interest and (2) put at risk the LBAC Bid, which as noted above was withdrawn. Jacksonville PFPF further claimed that most members of the Company's Board of Directors are beholden to Mr. Ergen to an extent that prevents them from discharging their duties in connection with the Company's participation in the LightSquared bankruptcy auction process. Jacksonville PFPF is

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seeking an unspecified amount of damages. Jacksonville PFPF dismissed its claims against Mr. Goodbarn on October 8, 2013.

Jacksonville PFPF sought a preliminary injunction that would enjoin Mr. Ergen and all of the Director Defendants other than Mr. Goodbarn from influencing the Company's efforts to acquire certain assets of LightSquared in the bankruptcy proceeding. On November 27, 2013, the Court denied that request but granted narrower relief enjoining Mr. Ergen and anyone acting on his behalf from participating in negotiations related to one aspect of the LBAC Bid, which, as noted above, was withdrawn.

Five alleged shareholders filed substantially similar putative derivative complaints in state and federal courts alleging the same or substantially similar claims. On September 18, 2013, DCM Multi-Manager Fund, LLC filed a duplicative putative derivative complaint in the District Court for Clark County, Nevada, which was consolidated with the Jacksonville PFPF action on October 9, 2013. Between September 25, 2013 and October 2, 2013, City of Daytona Beach Police Officers and Firefighters Retirement System, Louisiana Municipal Police Employees' Retirement System and Iron Worker Mid-South Pension Fund filed duplicative putative derivative complaints in the United States District Court for the District of Colorado. Also on October 2, 2013, Iron Workers District Council (Philadelphia and Vicinity) Retirement and Pension Plan filed its complaint in the United States District Court for the District of Nevada.

On October 11, 2013, Iron Worker Mid-South Pension Fund dismissed its claims without prejudice. On October 30, 2013, Louisiana Municipal Police Employees' Retirement System dismissed its claims without prejudice and, on January 2, 2014, filed a new complaint in the District Court for Clark County, Nevada, which, on May 2, 2014, was consolidated with the Jacksonville PFPF action. On December 13, 2013, City of Daytona Beach Police Officers and Firefighters Retirement System voluntarily dismissed its claims without prejudice. On March 28, 2014, Iron Workers District Council (Philadelphia and Vicinity) Retirement and Pension Plan voluntarily dismissed its claims without prejudice.

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On July 25, 2014, Jacksonville PFPF filed a second amended complaint, which added claims against George R. Brokaw and Charles M. Lillis, as Director Defendants, and Thomas A. Cullen, R. Stanton Dodge and K. Jason Kiser, as officers of the Company. Jacksonville PFPF asserted five claims in its second amended complaint, each of which alleged breaches of the duty of loyalty. Three of the claims were asserted solely against Mr. Ergen; one claim was made against all of the remaining Director Defendants, other than Mr. Ergen and Mr. Clayton; and the final claim was made against Messrs. Cullen, Dodge and Kiser.

Our Board of Directors established a Special Litigation Committee to review the factual allegations and legal claims in these actions. On October 24, 2014, the Special Litigation Committee filed a report in the District Court for Clark County, Nevada regarding its investigation of the claims and allegations asserted in Jacksonville PFPF's second amended complaint. The Special Litigation Committee filed a motion to dismiss the action based, among other things, on its business judgment that it is in the best interests of the Company not to pursue the claims asserted by Jacksonville PFPF. The Director Defendants and Messrs. Cullen, Dodge and Kiser have also filed various motions to dismiss the action. In an order entered on September 18, 2015, the Court granted the Special Litigation Committee's motion to defer to the Special Litigation Committee's October 24, 2014 report, including its finding that dismissal of the action is in the best interest of the Company. The Court also held that, in light of granting the motion to defer, the pending motions to dismiss filed by the individual defendants were denied without prejudice as moot. On October 12, 2015, Jacksonville PFPF filed a notice of appeal to the Supreme Court of Nevada, which heard oral argument on June 5, 2017. On September 14, 2017, the Supreme Court of Nevada affirmed the District Court's decision to defer to the Special Litigation Committee's October 24, 2014 report and dismiss the action. On October 2, 2017, Jacksonville PFPF filed a petition for rehearing, to which the Special Litigation Committee filed a response on October 24, 2017. On December 8, 2017, the Nevada Supreme Court denied the petition for rehearing. This matter is now concluded.

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Michael Heskiaoff, Marc Langenohl, and Rafael Mann

On July 10, 2015, Messrs. Michael Heskiaoff and Marc Langenohl, purportedly on behalf of themselves and all others similarly situated, filed suit against our subsidiary Sling Media, Inc. (now known as "Sling Media L.L.C.," which we acquired as a result of the completion of the Share Exchange on February 28, 2017) in the United States District Court for the Southern District of New York. The complaint alleges that Sling Media Inc.'s display of advertising to its customers violates a number of state statutes dealing with consumer deception. On September 25, 2015, the plaintiffs filed an amended complaint, and Mr. Rafael Mann, purportedly on behalf of himself and all others similarly situated, filed an additional complaint alleging similar causes of action. On November 16, 2015, the cases were consolidated. On August 12, 2016, the Court granted our motion to dismiss the consolidated case. On September 12, 2016, the plaintiffs moved the Court for leave to file an amended complaint, which we opposed. On March 22, 2017, the Court denied the plaintiffs' motion for leave to file an amended complaint and entered judgment in favor of Sling Media L.L.C. On April 17, 2017, the plaintiffs filed a notice of appeal to the United States Court of

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Appeals for the Second Circuit, which heard oral argument on November 7, 2017. On November 22, 2017, the United States Court of Appeals for the Second Circuit affirmed the trial court's judgment in favor of Sling Media L.L.C.

We intend to vigorously defend this case. We cannot predict with any degree of certainty the outcome of the suit or determine the extent of any potential liability or damages.

Realtime Data LLC and Realtime Adaptive Streaming LLC

On June 6, 2017, Realtime Data LLC d/b/a IXO ("Realtime") filed an amended complaint in the United States District Court for the Eastern District of Texas (the "Original Texas Action") against us; our wholly-owned subsidiaries DISH Network L.L.C., EchoStar Technologies L.L.C., Sling TV L.L.C. and Sling Media L.L.C.; EchoStar, and EchoStar's wholly-owned subsidiary Hughes Network Systems, LLC; and Arris Group, Inc. Realtime's initial complaint in the Original Texas Action, filed on February 14, 2017, had named only EchoStar and Hughes Network Systems, LLC as defendants. The amended complaint in the Original Texas Action alleges infringement of United States Patent No. 8,717,204 (the "204 patent"), entitled "Methods for encoding and decoding data"; United States Patent No. 9,054,728 (the "728 patent"), entitled "Data compression systems and methods"; United States Patent No. 7,358,867 (the "867 patent"), entitled "Content independent data compression method and system"; United States Patent No. 8,502,707 (the "707 patent"), entitled "Data compression systems and methods"; United States Patent No. 8,275,897 (the "897 patent"), entitled "System and methods for accelerated data storage and retrieval"; United States Patent No. 8,867,610 (the "610 patent"), entitled "System and methods for video and audio data distribution"; United States Patent No. 8,934,535 (the "535 patent"), entitled "Systems and methods for video and audio data storage and distribution"; and United States Patent No. 8,553,759 (the "759 patent"), entitled "Bandwidth sensitive data compression and decompression." Realtime alleges that DISH, Sling TV, Sling Media and Arris streaming video products and services compliant with various versions of the H.264 video compression standard infringe the 897 patent, the 610 patent and the 535 patent, and that the data compression system in Hughes' products and services infringe the 204 patent, the 728 patent, the 867 patent, the 707 patent and the 759 patent.

On July 19, 2017, the Court severed Realtime's claims against us, DISH Network L.L.C., Sling TV L.L.C., Sling Media L.L.C. and Arris Group, Inc. (alleging infringement of the 897 patent, the 610 patent and the 535 patent) from the Original Texas Action into a separate action in the United States District Court for the Eastern District of Texas (the "Second Texas Action"). On August 31, 2017, Realtime dismissed the claims against us, Sling TV L.L.C., Sling Media Inc., and Sling Media L.L.C. from the Second Texas Action and refiled these claims (alleging infringement of the 897 patent, the 610 patent and the 535 patent) against Sling TV L.L.C., Sling Media Inc., and Sling Media L.L.C. in a new action in the United States District Court for the District of Colorado (the "Colorado Action"). Also on August 31, 2017, Realtime dismissed EchoStar Technologies L.L.C. from the Original Texas Action, and on September 12, 2017, added it as a defendant in an amended complaint in the Second Texas Action. On November 6, 2017, Realtime filed a joint motion to dismiss the Second Texas Action without prejudice, which the Court entered on November 8, 2017.

On October 10, 2017, Realtime Adaptive Streaming LLC ("Realtime Adaptive Streaming") filed suit against our wholly-owned subsidiaries DISH Network L.L.C. and EchoStar Technologies L.L.C., as well as Arris Group, Inc.,

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in a new action in the United States District Court for the Eastern District of Texas (the “Third Texas Action”), alleging infringement of the 610 patent and the 535 patent. Also on October 10, 2017, an amended complaint was filed in the Colorado Action, substituting Realtime Adaptive Streaming as the plaintiff instead of Realtime, and alleging infringement of only the 610 patent and the 535 patent, but not the 897 patent. On November 6, 2017, Realtime Adaptive Streaming filed a joint motion to dismiss the Third Texas Action without prejudice, which the court entered on November 8, 2017. Also on November 6, 2017, Realtime Adaptive Streaming filed a second amended complaint in the Colorado Action, adding our wholly-owned subsidiaries DISH Network L.L.C. and EchoStar Technologies L.L.C., as well as Arris Group, Inc., as defendants.

As a result, neither we nor any of our subsidiaries is a defendant in the Original Texas Action; the Court has dismissed without prejudice the Second Texas Action and the Third Texas Action; and our wholly-owned subsidiaries DISH Network L.L.C., EchoStar Technologies L.L.C., Sling TV L.L.C. and Sling Media L.L.C. as well as Arris Group, Inc., are defendants in the Colorado Action, which now has Realtime Adaptive Streaming as the named plaintiff.

Realtime Adaptive Streaming is an entity that seeks to license an acquired patent portfolio without itself practicing any of the claims recited therein.

We intend to vigorously defend this case. In the event that a court ultimately determines that we infringe the asserted patents, we may be subject to substantial damages, which may include treble damages, and/or an injunction that could require us to materially modify certain features that we currently offer to consumers. We cannot predict with any degree of certainty the outcome of this suit or determine the extent of any potential liability or damages.

Technology Development and Licensing L.L.C.

On January 22, 2009, Technology Development and Licensing L.L.C. (“TDL”) filed suit against us and EchoStar, in the United States District Court for the Northern District of Illinois, alleging infringement of United States Patent No. Re. 35,952 (the “952 patent”), which relates to certain favorite channel features. TDL is an entity that seeks to license an acquired patent portfolio without itself practicing any of the claims recited therein. The case was stayed in July 2009 pending two reexamination petitions before the United States Patent and Trademark Office, which concluded in August 2015 and resulted in 42 out of the 53 claims of the 952 patent being invalidated. Six of the surviving 11 claims are asserted against us. The case resumed in August 2015. In a separate matter in which TDL is asserting the same patent, the court in that action ruled that four claims of the '952 patent (which are among the six claims asserted against us) are invalid because they claim unpatentable subject matter, and TDL has stipulated that it will not appeal that order. On June 19, 2017, the District Court ruled that the two remaining asserted claims of the 952 patent are invalid because they claim unpatentable subject matter. On July 11, 2017, the parties filed a stipulation pursuant to which TDL dismissed the action and waived its appeal rights, and DISH Network and EchoStar agreed not to seek recovery of their court costs. This matter is now concluded.

Telemarketing Litigation

On March 25, 2009, our wholly-owned subsidiary DISH Network L.L.C. was sued in a civil action by the United States Attorney General and several states in the United States District Court for the Central District of Illinois (the “FTC Action”), alleging violations of the Telephone Consumer Protection Act (“TCPA”) and the Telemarketing Sales Rule (“TSR”), as well as analogous state statutes and state consumer protection laws. The plaintiffs alleged that we, directly and through certain independent third-party retailers and their affiliates, committed certain telemarketing violations. On December 23, 2013, the plaintiffs filed a

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motion for summary judgment, which indicated for the first time that the state plaintiffs were seeking civil penalties and damages of approximately \$270 million and that the federal plaintiff was seeking an unspecified amount of civil penalties (which could substantially exceed the civil penalties and damages being sought by the state plaintiffs). The plaintiffs were also seeking injunctive relief that if granted would, among other things, enjoin DISH Network L.L.C., whether acting directly or indirectly through authorized telemarketers or independent third-party retailers, from placing any outbound telemarketing calls to market or promote its goods or services for five years, and enjoin DISH Network L.L.C. from accepting activations or sales from certain existing independent third-party retailers and from certain new

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

independent third-party retailers, except under certain circumstances. We also filed a motion for summary judgment, seeking dismissal of all claims. On December 12, 2014, the Court issued its opinion with respect to the parties' summary judgment motions. The Court found that DISH Network L.L.C. was entitled to partial summary judgment with respect to one claim in the action. In addition, the Court found that the plaintiffs were entitled to partial summary judgment with respect to ten claims in the action, which included, among other things, findings by the Court establishing DISH Network L.L.C.'s liability for a substantial amount of the alleged outbound telemarketing calls by DISH Network L.L.C. and certain of its independent third-party retailers that were the subject of the plaintiffs' motion. The Court did not issue any injunctive relief and did not make any determination on civil penalties or damages, ruling instead that the scope of any injunctive relief and the amount of any civil penalties or damages were questions for trial.

In pre-trial disclosures, the federal plaintiff indicated that it intended to seek up to \$900 million in alleged civil penalties, and the state plaintiffs indicated that they intended to seek as much as \$23.5 billion in alleged civil penalties and damages. The plaintiffs also modified their request for injunctive relief. Their requested injunction, if granted, would have enjoined DISH Network L.L.C. from placing outbound telemarketing calls unless and until: (i) DISH Network L.L.C. hired a third-party consulting organization to perform a review of its call center operations; (ii) such third-party consulting organization submitted a telemarketing compliance plan to the Court and the federal plaintiff; (iii) the Court held a hearing on the adequacy of the plan; (iv) if the Court approved the plan, DISH Network L.L.C. implemented the plan and verified to the Court that it had implemented the plan; and (v) the Court issued an order permitting DISH Network L.L.C. to resume placing outbound telemarketing calls. The plaintiffs' modified request for injunctive relief, if granted, would have also enjoined DISH Network L.L.C. from accepting customer orders solicited by certain independent third-party retailers unless and until a similar third-party review and Court approval process was followed with respect to the telemarketing activities of its independent third-party retailer base to ensure compliance with the TSR.

The first phase of the bench trial took place January 19, 2016 through February 11, 2016. In closing briefs, the federal plaintiff indicated that it still was seeking \$900 million in alleged civil penalties; the California state plaintiff indicated that it was seeking \$100 million in alleged civil penalties and damages for its state law claims (in addition to any amounts sought on its federal law claims); the Ohio state plaintiff indicated that it was seeking approximately

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\$10 million in alleged civil penalties and damages for its state law claims (in addition to any amounts sought on its federal law claims); and the Illinois and North Carolina state plaintiffs did not state the specific alleged civil penalties and damages that they were seeking; but the state plaintiffs took the general position that any damages award less than \$1.0 billion (presumably for both federal and state law claims) would not raise constitutional concerns. Under the Eighth Amendment of the United States Constitution, excessive fines may not be imposed.

On October 3, 2016, the plaintiffs further modified their request for injunctive relief and were seeking, among other things, to enjoin DISH Network L.L.C., whether acting directly or indirectly through authorized telemarketers or independent third-party retailers, from placing any outbound telemarketing calls to market or promote its goods or services for five years, and enjoin DISH Network L.L.C. from accepting activations or sales from some or all existing independent third-party retailers. The second phase of the bench trial, which commenced on October 25, 2016 and concluded on November 2, 2016, covered the plaintiffs' requested injunctive relief, as well as certain evidence related to the state plaintiffs' claims.

On June 5, 2017, the Court issued Findings of Fact and Conclusions of Law and entered Judgment ordering DISH Network L.L.C. to pay an aggregate amount of \$280 million to the federal and state plaintiffs. The Court also issued a Permanent Injunction (the "Injunction") against DISH Network L.L.C. that imposes certain ongoing compliance requirements on DISH Network L.L.C., which include, among other things: (i) the retention of a telemarketing-compliance expert to prepare a plan to ensure that DISH Network L.L.C. and certain independent third-party retailers will continue to comply with telemarketing laws and the Injunction; (ii) certain telemarketing records retention and production requirements; and (iii) certain compliance reporting and monitoring requirements. In addition to the compliance requirements under the Injunction, within ninety (90) days after the effective date of the Injunction, DISH Network L.L.C. is required to demonstrate that it and certain independent third-party retailers are in compliance with the Safe Harbor Provisions of the TSR and TCPA and have made no prerecorded telemarketing calls during the five (5) years prior to the effective date of the Injunction (collectively, the "Demonstration

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Requirements"). If DISH Network L.L.C. fails to prove that it meets the Demonstration Requirements, it will be barred from conducting any outbound telemarketing for two (2) years. If DISH Network L.L.C. fails to prove that a particular independent third-party retailer meets the Demonstration Requirements, DISH Network L.L.C. will be barred from accepting orders from that independent third-party retailer for two (2) years. On July 3, 2017, DISH Network L.L.C. filed two motions with the Court: (1) to alter or amend the Judgment or in the alternative to amend the Findings of Fact and Conclusions of Law; and (2) to clarify, alter and amend the Injunction. On August 10, 2017, the Court: (a) denied the motion to alter or amend the Judgment or in the alternative to amend the Findings of Fact and Conclusions of Law; and (b) allowed, in part, the motion to clarify, alter and amend the Injunction, and entered an Amended Permanent Injunction (the "Amended Injunction"). Among other things, the Amended Injunction provided DISH Network L.L.C. a thirty (30) day extension to meet the Demonstration Requirements, expanded the exclusion of certain independent third-

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party retailers from the Demonstration Requirements, and clarified that, with regard to independent third-party retailers, the Amended Injunction only applied to their telemarketing of DISH TV goods and services. On October 10, 2017, DISH Network L.L.C. filed a notice of appeal to the United States Court of Appeals for the Seventh Circuit. On February 2, 2018, the plaintiffs filed a notice claiming that DISH Network L.L.C. failed to prove that it met the Demonstration Requirements, as required by the Injunction, and asking the Court to impose a two-year ban on telemarketing by us, and a two-year ban on accepting orders from the primary retailers. The Court has indicated that it will set a hearing on the matter in June 2018.

During the year ended December 31, 2017, we recorded \$255 million of “Litigation expense” related to the FTC Action on our Consolidated Statements of Operations and Comprehensive Income (Loss). We recorded \$25 million of “Litigation expense” related to the FTC Action during prior periods. Our total accrual at December 31, 2017 related to the FTC Action was \$280 million and is included in “Other accrued expenses” on our Consolidated Balance Sheets. Any eventual payments made with respect to the FTC Action may not be deductible for tax purposes, which had a negative impact on our effective tax rate for the year ended December 31, 2017. The tax deductibility of any eventual payments made with respect to the FTC Action may change, based upon, among other things, further developments in the FTC Action, including final adjudication of the FTC Action.

We may also from time to time be subject to private civil litigation alleging telemarketing violations. For example, a portion of the alleged telemarketing violations by an independent third-party retailer at issue in the FTC Action are also the subject of a certified class action filed against DISH Network L.L.C. in the United States District Court for the Middle District of North Carolina (the “Krakauer Action”). Following a five-day trial, on January 19, 2017, a jury in that case found that the independent third-party retailer was acting as DISH Network L.L.C.’s agent when it made the 51,119 calls at issue in that case, and that class members are eligible to recover \$400 in damages for each call made in violation of the TCPA. On March 7, 2017, DISH Network L.L.C. filed motions with the Court for judgment as a matter of law and, in the alternative, for a new trial, which the Court denied on May 16, 2017. On May 22, 2017, the Court ruled that the violations were willful and knowing, and trebled the damages award to \$1,200 for each call made in violation of TCPA. On January 25, 2018, the Court indicated that it will be entering judgment in favor of approximately 11,000 of the 18,000 potential class members whose identities, the Court found, are not subject to reasonable dispute. During the year ended December 31, 2017, we recorded \$41 million of “Litigation expense” related to the Krakauer Action on our Consolidated Statements of Operations and Comprehensive Income (Loss). We recorded \$20 million of “Litigation expense” related to the Krakauer Action during the fourth quarter 2016. Our total accrual related to the Krakauer Action at December 31, 2017 was \$61 million and is included in “Other accrued expenses” on our Consolidated Balance Sheets.

We intend to vigorously defend these cases. We cannot predict with any degree of certainty the outcome of these suits.

Telemarketing Shareholder Derivative Litigation

On October 19, 2017, Plumbers Local Union No. 519 Pension Trust Fund (“Plumbers Local 519”), a purported shareholder of the Company, filed a putative shareholder derivative action in the District Court for Clark County, Nevada alleging, among other things, breach of fiduciary duty claims against the following current and former members of the Company’s Board of Directors: Charles W. Ergen; James DeFranco; Cantey M. Ergen; Steven R.

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Goodbarn; David K. Moskowitz; Tom A. Ortolf; Carl E. Vogel; George R. Brokaw; Gary S. Howard; and Joseph P. Clayton (collectively, the “Director Defendants”). In its complaint, Plumbers Local 519 contends that, by virtue of their alleged failure to appropriately ensure the Company’s compliance with telemarketing laws, the Director Defendants exposed the Company to liability for telemarketing violations, including those in the Krakauer Action. It also contends that the Director Defendants caused the Company to pay improper compensation and benefits to themselves and others who allegedly breached their fiduciary duties to the Company. Plumbers Local 519 alleges causes of action for breach of fiduciary duties of loyalty and good faith, gross mismanagement, abuse of control, corporate waste and unjust enrichment. Plumbers Local 519 is seeking an unspecified amount of damages.

On November 13, 2017, City of Sterling Heights Police and Fire Retirement System (“Sterling Heights”), a purported shareholder of the Company, filed a putative shareholder derivative action in the District Court for Clark County, Nevada. Sterling Heights makes substantially the same allegations as Plumbers Union 519, and alleges causes of action against the Director Defendants for breach of fiduciary duty, waste of corporate assets and unjust enrichment. Sterling Heights is seeking an unspecified amount of damages.

Pursuant to a stipulation of the parties, on January 4, 2018, the District Court agreed to consolidate the Sterling Heights action with the Plumbers Local 519 action, and on January 12, 2018, the plaintiffs filed an amended consolidated complaint that largely duplicates the original Plumbers Local 519 complaint.

We cannot predict with any degree of certainty the outcome of these suits or determine the extent of any potential liability or damages.

TQ Beta LLC

On June 30, 2014, TQ Beta LLC (“TQ Beta”) filed a complaint against us; our wholly-owned subsidiaries DISH DBS Corporation and DISH Network L.L.C.; EchoStar; and EchoStar’s subsidiary Hughes Satellite Systems Corporation, and EchoStar’s then wholly-owned subsidiaries Sling Media Inc. (now known as “Sling Media L.L.C.”) and EchoStar Technologies L.L.C., in the United States District Court for the District of Delaware. The Complaint alleged infringement of United States Patent No. 7,203,456 (the “456 patent”), which is entitled “Method and Apparatus for Time and Space Domain Shifting of Broadcast Signals.” TQ Beta alleged that our Hopper set-top boxes, ViP 722 and ViP 722k DVR devices, as well as our DISH Anywhere™ service and DISH Anywhere mobile application, infringed the 456 patent. TQ Beta is an entity that seeks to license an acquired patent portfolio without itself practicing any of the claims recited therein. In August 2015, DISH Network L.L.C. filed petitions before the United States Patent and Trademark Office challenging the validity of certain claims of the 456 patent and in February 2016, the United States Patent and Trademark Office agreed to institute proceedings on our petitions. On February 25, 2016, the case was stayed pending resolution of these proceedings before the United States Patent and Trademark Office, and the Court vacated all pending court dates and deadlines. On January 30, 2017, the United States Patent and Trademark Office issued its final written decisions on our petitions, invalidating all claims of the 456 patent that were asserted in the litigation, which decisions may be appealed by TQ Beta. On April 3, 2017, TQ Beta filed a notice of appeal. On October 25, 2017, TQ Beta dismissed all of its claims in the action with prejudice. This matter is now concluded.

TQ Delta, LLC

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On July 17, 2015, TQ Delta, LLC (“TQ Delta”) filed a complaint against us and our wholly-owned subsidiaries DISH DBS Corporation and DISH Network L.L.C. in the United States District Court for the District of Delaware. The Complaint alleges infringement of United States Patent No. 6,961,369 (the “369 patent”), which is entitled “System and Method for Scrambling the Phase of the Carriers in a Multicarrier Communications System”; United States Patent No. 8,718,158 (the “158 patent”), which is entitled “System and Method for Scrambling the Phase of the Carriers in a Multicarrier Communications System”; United States Patent No. 9,014,243 (the “243 patent”), which is entitled “System and Method for Scrambling Using a Bit Scrambler and a Phase Scrambler”; United States Patent No. 7,835,430 (the “430 patent”), which is entitled “Multicarrier Modulation Messaging for Frequency Domain Received Idle Channel Noise Information”; United States Patent No. 8,238,412 (the “412 patent”), which is entitled “Multicarrier Modulation Messaging for Power Level per Subchannel Information”; United States Patent

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No. 8,432,956 (the “956 patent”), which is entitled “Multicarrier Modulation Messaging for Power Level per Subchannel Information”; and United States Patent No. 8,611,404 (the “404 patent”), which is entitled “Multicarrier Transmission System with Low Power Sleep Mode and Rapid-On Capability.” On September 9, 2015, TQ Delta filed a first amended complaint that added allegations of infringement of United States Patent No. 9,094,268 (the “268 patent”), which is entitled “Multicarrier Transmission System With Low Power Sleep Mode and Rapid-On Capability.” On May 16, 2016, TQ Delta filed a second amended complaint that added EchoStar Corporation and its then wholly-owned subsidiary EchoStar Technologies L.L.C. as defendants. TQ Delta alleges that our satellite TV service, Internet service, set-top boxes, gateways, routers, modems, adapters and networks that operate in accordance with one or more Multimedia over Coax Alliance Standards infringe the asserted patents. TQ Delta has filed actions in the same court alleging infringement of the same patents against Comcast Corp., Cox Communications, Inc., DirecTV, Time Warner Cable Inc. and Verizon Communications, Inc. TQ Delta is an entity that seeks to license an acquired patent portfolio without itself practicing any of the claims recited therein.

On July 14, 2016, TQ Delta stipulated to dismiss with prejudice all claims related to the 369 patent and the 956 patent. On July 20, 2016, we filed petitions with the United States Patent and Trademark Office challenging the validity of all of the patent claims of the 404 patent and the 268 patent that have been asserted against us. Third parties have filed petitions with the United States Patent and Trademark Office challenging the validity of all of the patent claims that have been asserted against us in the action. On November 4, 2016, the United States Patent and Trademark Office agreed to institute proceedings on the third-party petitions related to the 158 patent, the 243 patent, the 412 patent and the 430 patent. On December 20, 2016, pursuant to a stipulation of the parties, the Court stayed the case until the resolution of all petitions to the United States Patent and Trademark Office challenging the validity of all of the patent claims at issue. On January 19, 2017, the United States Patent and Trademark Office granted our motions to join the instituted petitions on the 430 and 158 patents. On February 9, 2017, the United States Patent and Trademark Office agreed to institute proceedings on our petition related to the 404 patent, and on February 13, 2017, the United States Patent and Trademark Office agreed to institute proceedings on our petition related to the 268 patent. On February 27, 2017, the United States Patent and Trademark

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Office granted our motions to join the instituted petitions on the 243 and 412 patents. On August 3, 2017, the United States Patent and Trademark Office heard oral argument on the third-party petitions challenging the 158 patent, the 243 patent, the 412 patent and the 430 patent; on September 7, 2017, it heard oral argument on the third-party petition challenging the 404 patent. On October 26, 2017, the United States Patent and Trademark Office issued final written decisions on the petitions challenging the 158 patent, the 243 patent, the 412 patent and the 430 patent, and it invalidated all of the asserted claims of those patents. On November 8, 2017, the United States Patent and Trademark Office heard oral argument on our petitions challenging the 404 patent and the 268 patent. On February 7, 2018, the United States Patent and Trademark Office issued final written decisions on the petitions challenging the 404 patent, and it invalidated all of the asserted claims of that patent on the basis of our petition. On February 10, 2018, the United States Patent and Trademark Office issued final written decisions on our petition challenging the 268 patent, and it invalidated all of the asserted claims. All asserted claims have now been invalidated by the United States Patent and Trademark Office.

We intend to vigorously defend this case. In the event that a court ultimately determines that we infringe the asserted patents, we may be subject to substantial damages, which may include treble damages, and/or an injunction that could require us to materially modify certain features that we currently offer to consumers. We cannot predict with any degree of certainty the outcome of the suit or determine the extent of any potential liability or damages.

Turner Network Sales

On October 6, 2017, Turner Network Sales, Inc. (“Turner”) filed a complaint against our wholly-owned subsidiary DISH Network L.L.C. in the United States District Court for the Southern District of New York. The Complaint alleges that DISH Network L.L.C. improperly calculated and withheld licensing fees owing to Turner in connection with its carriage of CNN. On December 14, 2017, DISH Network L.L.C. filed its operative first amended counterclaims against Turner. In the counterclaims, DISH Network L.L.C. seeks a declaratory judgment that it properly calculated the licensing fees owed to Turner for carriage of CNN, and also alleges claims for unrelated breaches of the parties’ affiliation agreement.

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We intend to vigorously defend this case. We cannot predict with any degree of certainty the outcome of the suit or determine the extent of any potential liability or damages.

Vermont National Telephone Company

On September 22, 2016, the United States District Court for the District of Columbia unsealed a qui tam complaint that was filed by Vermont National against us; our wholly-owned subsidiaries, American AWS-3 Wireless I L.L.C., American II, American III, and DISH Wireless Holding L.L.C.; Charles W. Ergen (our Chairman) and Cantey M. Ergen (a member of our board of directors); Northstar Wireless; Northstar Spectrum; Northstar Manager; SNR Wireless; SNR HoldCo; SNR Management; and certain other parties. The complaint was unsealed after the United States Department of Justice notified the Court that it had declined to intervene in the action. The complaint is a civil action that was filed under

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seal on May 13, 2015 by Vermont National, which participated in the AWS-3 Auction through its wholly-owned subsidiary, VTel Wireless. The complaint alleges violations of the federal civil False Claims Act (the “FCA”) based on, among other things, allegations that Northstar Wireless and SNR Wireless falsely claimed bidding credits of 25% in the AWS-3 Auction when they were allegedly under the de facto control of DISH Network and, therefore, were not entitled to the bidding credits as designated entities under applicable FCC rules. Vermont National seeks to recover on behalf of the United States government approximately \$10 billion, which reflects the \$3.3 billion in bidding credits that Northstar Wireless and SNR Wireless claimed in the AWS-3 Auction, trebled under the FCA. Vermont National also seeks civil penalties of not less than \$5,500 and not more than \$11,000 for each violation of the FCA. On March 2, 2017, the United States District Court for the District of Columbia entered a stay of the litigation until such time as the United States Court of Appeals for the District of Columbia (the “D.C. Circuit”) issued its opinion in *SNR Wireless LicenseCo, LLC, et al. v. F.C.C.* The D.C. Circuit issued its opinion on August 29, 2017 and remanded the matter to the FCC for further proceedings. See Note 14 “*Commitments – DISH Network Non-Controlling Investments in the Northstar Entities and the SNR Entities Related to AWS-3 Wireless Spectrum Licenses*” above for further information. On September 7, 2017, the defendants in the Vermont National action filed a motion with the United States District Court for the District of Columbia to further stay the litigation until resolution of the FCC proceedings. On December 12, 2017, the Court entered a further stay. Following submission of a January 22, 2018 Joint Status Report in which the defendants asked the Court to maintain the stay and Vermont National asked the Court to lift the stay, on January 29, 2018, the Court extended the stay until April 30, 2018, at which time a further status report will be due.

We intend to vigorously defend this case. We cannot predict with any degree of certainty the outcome of this proceeding or determine the extent of any potential liability or damages.

Waste Disposal Inquiry

The California Attorney General and the Alameda County (California) District Attorney are investigating whether certain of our waste disposal policies, procedures and practices are in violation of the California Business and Professions Code and the California Health and Safety Code. We expect that these entities will seek injunctive and monetary relief. The investigation appears to be part of a broader effort to investigate waste handling and disposal processes of a number of industries. While we are unable to predict the outcome of this investigation, we do not believe that the outcome will have a material effect on our results of operations, financial condition or cash flows.

Other

In addition to the above actions, we are subject to various other legal proceedings and claims that arise in the ordinary course of business, including, among other things, disputes with programmers regarding fees. In our opinion, the amount of ultimate liability with respect to any of these actions is unlikely to materially affect our financial condition, results of operations or liquidity, though the outcomes could be material to our operating results for any particular period, depending, in part, upon the operating results for such period.

15. Segment Reporting

Operating segments are components of an enterprise for which separate financial information is available and regularly evaluated by the chief operating decision maker(s) of an enterprise. Operating income is the primary

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measure used by our chief operating decision maker to evaluate segment operating performance. We currently operate two primary business segments: (1) Pay-TV and (2) Wireless. See Note 1 for further information.

All other and eliminations primarily include intersegment eliminations related to intercompany debt and the related interest income and interest expense, which are eliminated in consolidation.

The total assets, revenue and operating income by segment were as follows:

	As of December 31,		
	2017	2016	
	(In thousands)		
Total assets:			
Pay-TV	\$ 28,353,581	\$ 26,980,276	
Wireless	23,377,088	17,814,382	
Eliminations	(21,956,903)	(16,880,366)	
Total assets	\$ 29,773,766	\$ 27,914,292	

	Pay-TV	Wireless	All Other & Eliminations	Consolidated Total
			(In thousands)	
Year Ended December 31, 2017				
Total revenue	\$ 14,391,375	\$ —	\$ —	\$ 14,391,375
Depreciation and amortization	788,237	29,327	—	817,564
Operating income (loss)	1,759,130	(191,365)	—	1,567,765
Interest income	1,306,298	—	(1,265,292)	41,006
Interest expense, net of amounts capitalized	(1,068,231)	(260,233)	1,265,292	(63,172)
Other, net	104,482	6	—	104,488
Income tax (provision) benefit, net	(473,370)	988,690	—	515,320
Income (loss)	1,628,309	537,098	—	2,165,407
Year Ended December 31, 2016				
Total revenue	\$ 15,212,302	\$ —	\$ —	\$ 15,212,302
Depreciation and amortization	877,342	43,860	—	921,202
Operating income (loss)	2,383,388	(64,127)	—	2,319,261
Interest income	1,006,243	3,745	(978,820)	31,168
Interest expense, net of amounts capitalized	(876,375)	(155,586)	978,820	(53,141)
Other, net	32,867	86,448	—	119,315
Income tax (provision) benefit, net	(934,024)	68,206	—	(865,818)
Income (loss)	1,612,099	(61,314)	—	1,550,785
Year Ended December 31, 2015				
Total revenue	\$ 15,225,097	\$ 396	\$ —	\$ 15,225,493
Depreciation and amortization	919,058	44,299	—	963,357
Operating income (loss)	2,133,947	(705,575)	—	1,428,372
Interest income	859,608	9,434	(849,516)	19,526
Interest expense, net of amounts capitalized	(844,320)	(499,277)	849,516	(494,081)
Other, net	85,496	195,883	—	281,379
Income tax (provision) benefit, net	(785,642)	392,472	—	(393,170)
Income (loss)	1,449,089	(607,063)	—	842,026

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Geographic Information. Revenue is attributed to geographic regions based upon the location where the goods and services are provided. All subscriber-related revenue was derived from the United States. Substantially all of our long-lived assets reside in the United States.

The following table summarizes revenue by geographic region:

Revenue:	For the Years Ended December 31,		
	2017	2016	2015
		(In thousands)	
United States	\$ 14,351,558	\$ 15,111,832	\$ 15,090,923
Canada and Mexico	39,817	100,470	134,570
Total revenue	<u>\$ 14,391,375</u>	<u>\$ 15,212,302</u>	<u>\$ 15,225,493</u>

16. Valuation and Qualifying Accounts

Our valuation and qualifying accounts as of December 31, 2017, 2016 and 2015 were as follows:

Allowance for doubtful accounts	Balance at Beginning of Year	Charged to Costs and Expenses	Deductions	Balance at End of Year
			(In thousands)	
For the years ended:				
December 31, 2017	\$ 18,399	\$ 124,126	\$ (127,014)	\$ 15,511
December 31, 2016	\$ 22,965	\$ 153,792	\$ (158,358)	\$ 18,399
December 31, 2015	\$ 25,497	\$ 104,907	\$ (107,439)	\$ 22,965

17. Quarterly Financial Data (Unaudited)

Our quarterly results of operations are summarized as follows:

	For the Three Months Ended			
	March 31	June 30	September 30	December 31
	(In thousands, except per share data)			
Year ended December 31, 2017:				
Total revenue	\$3,680,361	\$3,643,632	\$ 3,583,454	\$ 3,483,928
Operating income (loss)	607,320	252,103	449,051	259,291
Net income (loss)	390,075	58,762	315,265	1,401,305
Net income (loss) attributable to DISH Network	375,715	40,116	297,375	1,385,483
Basic net income (loss) per share attributable to DISH Network	\$ 0.81	\$ 0.09	\$ 0.64	\$ 2.97
Diluted net income (loss) per share attributable to DISH Network	\$ 0.76	\$ 0.09	\$ 0.57	\$ 2.64
Year ended December 31, 2016:				
Total revenue	\$3,827,474	\$3,864,591	\$ 3,767,472	\$ 3,752,765
Operating income (loss)	583,418	640,282	522,662	572,899
Net income (loss)	411,944	438,062	332,975	367,804
Net income (loss) attributable to DISH Network	399,891	424,103	318,452	355,493
	\$ 0.86	\$ 0.91	\$ 0.68	\$ 0.76

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Basic net income (loss) per share attributable to
DISH Network

Diluted net income (loss) per share attributable to DISH Network	\$	0.86	\$	0.91	\$	0.67	\$	0.73
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18. Related Party Transactions

Related Party Transactions with EchoStar

Following the Spin-off, we and EchoStar have operated as separate publicly-traded companies and neither entity has any ownership interest in the other. However, a substantial majority of the voting power of the shares of both companies is owned beneficially by Charles W. Ergen, our Chairman, and by certain trusts established by Mr. Ergen for the benefit of his family.

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. In connection with the Share Exchange, we and EchoStar and certain of its subsidiaries entered into certain agreements covering, among other things, tax matters, employee matters, intellectual property matters and the provision of transitional services. In addition, certain agreements that we had with EchoStar have terminated, and we entered into certain new agreements with EchoStar. As the Share Exchange was a transaction between entities that are under common control, accounting rules require that our Consolidated Financial Statements include the results of the Transferred Businesses for all periods presented, including periods prior to the completion of the Share Exchange. Intercompany transactions between the Transferred Businesses and us, including, among others, the sale of set-top boxes and broadcast services from EchoStar to us, have been eliminated to the extent possible, including the margin EchoStar received on those sales. See Note 2 for further information. We also may enter into additional agreements with EchoStar in the future. The following is a summary of the terms of our principal agreements with EchoStar that may have an impact on our financial condition and results of operations.

“Trade accounts receivable”

As of December 31, 2017 and 2016, trade accounts receivable from EchoStar was \$2 million, respectively. These amounts are recorded in “Trade accounts receivable” on our Consolidated Balance Sheets.

“Trade accounts payable”

As of December 31, 2017 and 2016, trade accounts payable to EchoStar was \$42 million and \$276 million, respectively. These amounts are recorded in “Trade accounts payable” on our Consolidated Balance Sheets.

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“Equipment sales and other revenue”

During the years ended December 31, 2017, 2016 and 2015, we received \$3 million, \$2 million and \$48 million, respectively, for services provided to EchoStar. These amounts are recorded in “Equipment sales and other revenue” on our Consolidated Statements of Operations and Comprehensive Income (Loss). The agreements pertaining to these revenues are discussed below.

Satellite Capacity Leased to EchoStar. We have entered into certain satellite capacity agreements pursuant to which EchoStar leases certain capacity on certain satellites owned by us. The fees for the services provided under these satellite capacity agreements depend, among other things, upon the orbital location of the applicable satellite, the number of transponders that are leased on the applicable satellite and the length of the lease. The term of each lease is set forth below:

EchoStar XV. In May 2013, we began leasing satellite capacity to EchoStar on EchoStar XV and relocated the satellite for testing at EchoStar’s Brazilian authorization at the 45 degree orbital location. Effective March 1, 2014, this lease converted to a month-to-month lease. Both parties have the right to terminate this lease with 30 days notice. This lease terminated in November 2015 and EchoStar relocated this satellite from the 45 degree orbital location back to the 61.5 degree orbital location where it currently serves as an in-orbit spare.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Real Estate Lease Agreements. 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. The term of each lease is set forth below:

- *El Paso Lease Agreement.* During 2012, we began leasing certain space at 1285 Joe Battle Blvd., El Paso, Texas to EchoStar for an initial period ending on August 1, 2015, which also provides EchoStar with renewal options for four consecutive three-year terms. During the second quarter 2015, EchoStar exercised its first renewal option for a period ending on August 1, 2018.
- *90 Inverness Lease Agreement.* In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 90 Inverness Circle East, Englewood, Colorado for a period ending in February 2022. EchoStar has the option to renew this lease for four three-year periods.
- *Cheyenne Lease Agreement.* In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 530 EchoStar Drive, Cheyenne, Wyoming for a period ending in February 2019. EchoStar has the option to renew this lease for thirteen one-year periods.

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- *Gilbert Lease Agreement.* In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 801 N. DISH Dr., Gilbert, Arizona for a period ending in March 2019. EchoStar has the option to renew this lease for thirteen one-year periods.
- *American Fork Occupancy License Agreement.* In connection with the completion of the Share Exchange, effective March 1, 2017, we acquired the lease for certain space at 796 East Utah Valley Drive, American Fork, Utah, and we sublease certain space at this location to EchoStar for a period ending in August 2017. In June 2017, EchoStar exercised its five-year renewal option for a period ending in August 2022.

Collocation and Antenna Space Agreements. In connection with the completion of the Share Exchange, effective March 1, 2017, we entered into certain agreements pursuant to which we will provide certain collocation and antenna space to HNS through February 2022 at the following locations: Cheyenne, Wyoming; Gilbert, Arizona; New Braunfels, Texas; Monee, Illinois; Englewood, Colorado; and Spokane, Washington. During August 2017, we entered into certain other agreements pursuant to which we will provide certain collocation and antenna space to HNS through August 2022 at the following locations: Monee, Illinois and Spokane, Washington. HNS has the option to renew each of these agreements for four three-year periods. HNS may terminate certain of these agreements with 180 days' prior written notice to us at the following locations: New Braunfels, Texas; Englewood, Colorado; and Spokane, Washington. The fees for the services provided under these agreements depend, among other things, on the number of racks leased and/or antennas present at the location.

“Subscriber-related expenses”

During the years ended December 31, 2017, 2016 and 2015, we incurred \$71 million, \$92 million and \$87 million, respectively, of subscriber-related expenses for services provided to us by EchoStar. These amounts are recorded in “Subscriber-related expenses” on our Consolidated Statements of Operations and Comprehensive Income (Loss). The agreements pertaining to these expenses are discussed below.

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**DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

Hughes Broadband Distribution Agreement. Effective October 1, 2012, dishNET Satellite Broadband L.L.C. (“dishNET Satellite Broadband”), our indirect 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 also provides that dishNET Satellite Broadband has the right, but not the obligation, to purchase certain broadband equipment from HNS to support the sale of the Service. On February 20, 2014, dishNET Satellite Broadband and HNS amended the Distribution Agreement which, among other things, extended the initial term of the Distribution Agreement through March 1, 2024. Thereafter, the Distribution Agreement automatically renews for successive one year terms unless either party gives

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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.

For the years ended December 31, 2017, 2016 and 2015, under the Distribution Agreement, we purchased broadband equipment from HNS of zero, \$9 million and \$11 million, respectively. These amounts are initially included in "Inventory" and are subsequently capitalized as "Property and equipment, net" on our Consolidated Balance Sheets or expensed as "Subscriber acquisition costs" or "Subscriber-related expenses" on our Consolidated Statements of Operations and Comprehensive Income (Loss) when the equipment is deployed. During the first quarter 2017, we transitioned our wholesale arrangement with Hughes under the Distribution Agreement to an authorized representative arrangement and entered into the MSA with HNS. See "*Hughes Broadband Master Services Agreement*" below for further information.

"Satellite and transmission expenses"

During the years ended December 31, 2017, 2016 and 2015, we incurred \$353 million, \$357 million and \$431 million, respectively, for satellite capacity leased from EchoStar and telemetry, tracking and control and other professional services provided to us by EchoStar. EchoStar is a supplier of the vast majority of our transponder capacity. These amounts are recorded in "Satellite and transmission expenses" on our Consolidated Statements of Operations and Comprehensive Income (Loss). The agreements pertaining to these expenses are discussed below.

Satellite Capacity Leased from EchoStar. We have entered into certain satellite capacity agreements pursuant to which we lease certain 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, the number of transponders that are leased on the applicable satellite and the length of the lease. See "Pay-TV Satellites" in Note 8 for further information. The term of each lease is set forth below:

- *EchoStar I, VII, X, XI and XIV.* On March 1, 2014, we began leasing all available capacity from EchoStar on the EchoStar I, VII, X, XI and XIV satellites. The term of each satellite capacity agreement generally terminates upon the earlier of: (i) the end-of-life of the satellite; (ii) the date the satellite fails; or (iii) a certain date, which depends upon, among other things, the estimated useful life of the satellite. We generally have the option to renew each satellite capacity agreement 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. The satellite capacity agreement for EchoStar I expired on November 30, 2015.
- *EchoStar VIII.* In May 2013, we began leasing capacity from EchoStar on EchoStar VIII as an in-orbit spare. Effective March 1, 2014, this lease converted to a month-to-month lease. Both parties have the right to terminate this lease with 30 days notice. This lease terminated in November 2015.
- *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.
- *EchoStar XII.* The lease for EchoStar XII expired as of September 30, 2017.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

- *EchoStar XVI.* In 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 in November 2012 to replace EchoStar XV at the 61.5 degree orbital location and is currently in service. 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. In July 2016, we and EchoStar amended the transponder service agreement to, among other things, extend the initial term by one additional year and to reduce the term of the first renewal option by one year. Prior to expiration of the initial term, we had the option to renew for an additional five-year period. In May 2017, we exercised our first renewal option for an additional five-year period ending in January 2023. We also have the option to renew for an additional five-year period prior to expiration of the first renewal period in January 2023. There can be no assurance that the option to renew this agreement will be exercised.

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. See discussion under “Guarantees” in Note 14.

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 the Nimiq 5 satellite 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.

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. 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 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 first quarter 2013, we and EchoStar entered into an agreement pursuant to which we sublease five DBS transponders back to EchoStar. In January 2013, QuetzSat-1 was moved to the 77

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degree orbital location and we commenced commercial operations at that location 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.

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

103 Degree Orbital Location/SES-3. In May 2012, EchoStar entered into a spectrum development agreement (the “103 Spectrum Development Agreement”) with Ciel Satellite Holdings Inc. (“Ciel”) to develop certain spectrum rights at the 103 degree orbital location (the “103 Spectrum Rights”). In June 2013, we and EchoStar entered into a spectrum development agreement (the “DISH 103 Spectrum Development Agreement”) pursuant to which we may use and develop the 103 Spectrum Rights. Unless earlier terminated under the terms and conditions of the DISH 103 Spectrum Development Agreement, the term generally will continue for the duration of the 103 Spectrum Rights.

In connection with the 103 Spectrum Development Agreement, in May 2012, EchoStar also entered into a ten-year service agreement with Ciel pursuant to which EchoStar leases certain satellite capacity from Ciel on the SES-3 satellite at the 103 degree orbital location (the “103 Service Agreement”). In June 2013, we and EchoStar entered into an agreement pursuant to which we lease certain satellite capacity from EchoStar on the SES-3 satellite (the “DISH 103 Service Agreement”). Under the terms of the DISH 103 Service Agreement, we make certain monthly payments to EchoStar through the service term. Unless earlier terminated under the terms and conditions of the DISH 103 Service Agreement, the initial service term will expire on the earlier of: (i) the date the SES-3 satellite fails; (ii) the date the transponder(s) on which service was being provided under the agreement fails; or (iii) ten years following the actual service commencement date. Upon in-orbit failure or end of life of the SES-3 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 we will exercise our option to receive service on a replacement satellite.

TT&C Agreement. Effective January 1, 2012, we entered into a telemetry, tracking and control (“TT&C”) agreement pursuant to which we receive TT&C services from EchoStar for certain satellites (the “TT&C Agreement”). The fees for services provided under the TT&C Agreement are calculated at either: (i) a fixed fee; or (ii) cost plus a fixed margin, which will vary depending on the nature of the services provided. We are able to terminate the TT&C Agreement for any reason upon 60 days notice.

DBSD North America Agreement. On March 9, 2012, we completed the DBSD Transaction. During the second quarter 2011, EchoStar acquired Hughes. Prior to our acquisition of DBSD North America and EchoStar’s acquisition of Hughes, DBSD North America and

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HNS 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 generally may be terminated by us at any time for convenience.

TerreStar Agreement. On March 9, 2012, we completed the TerreStar Transaction. Prior to our acquisition of substantially all the assets of TerreStar and EchoStar's acquisition of Hughes, 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.

“General and administrative expenses”

During the years ended December 31, 2017, 2016 and 2015, we incurred \$29 million, \$14 million and \$13 million, respectively, for general and administrative expenses for services provided to us by EchoStar. These amounts are recorded in “General and administrative expenses” on our Consolidated Statements of Operations and Comprehensive Income (Loss). The agreements pertaining to these expenses are discussed below.

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. The term of each lease is set forth below:

- *Meridian Lease Agreement.* The lease for all of 9601 S. Meridian Blvd. in Englewood, Colorado is for a period ending on December 31, 2017. In December 2017, we and EchoStar amended this lease to, among other things, extend the term thereof for one additional year until December 31, 2018.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

- *Santa Fe Lease Agreement.* The lease for all of 5701 S. Santa Fe Dr. in Littleton, Colorado was for a period ending on December 31, 2017. In December 2017, we and EchoStar amended this lease to, among other things, extend the term thereof for one additional year until December 31, 2018.
- *Cheyenne Lease Agreement.* The lease for certain space at 530 EchoStar Drive in Cheyenne, Wyoming is for a period ending on December 31, 2031. In connection with the completion of the Share Exchange, EchoStar transferred ownership of a portion of this property to us, and, effective March 1, 2017, we and EchoStar amended this lease agreement to (i) terminate the lease of certain space at the portion of the property that was transferred to us and (ii) provide for the continued lease to us of certain space at the portion of the property that EchoStar retained.
- *100 Inverness Lease Agreement.* In connection with the completion of the Share Exchange, effective March 1, 2017, we lease certain space from EchoStar at 100 Inverness Terrace East, Englewood, Colorado for a period ending in December

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2020. This agreement may be terminated by either party upon 180 days' prior notice.

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 renewed on January 1, 2018 for an additional one-year period until January 1, 2019 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. In connection with the completion of the Share Exchange on February 28, 2017, DISH Network and EchoStar amended the Professional Services Agreement to, among other things, provide certain transition services to each other related to the Share Exchange Agreement.

Revenue for services provided by us to EchoStar under the Professional Services Agreement is recorded in "Equipment sales and other revenue" on our Consolidated Statements of Operations and Comprehensive Income (Loss).

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Other Agreements - EchoStar

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 Internal Revenue Service ("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

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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.

In light of the tax sharing agreement, among other things, and in connection with our consolidated federal income tax returns for certain tax years prior to and for the year of the Spin-off, during the third quarter 2013, we and EchoStar agreed upon a supplemental allocation of the tax benefits arising from certain tax items resolved in the course of the IRS' examination of these consolidated tax returns. As a result, we agreed to pay EchoStar \$82 million of the tax benefit we received or will receive. This resulted in a reduction of our recorded unrecognized tax benefits and this amount was reclassified to a long-term payable to EchoStar within "Long-term deferred revenue, distribution and carriage payments and other long-term liabilities" on our Consolidated Balance Sheets during the third quarter 2013. Any payment to EchoStar, including accrued interest, will be made at such time as EchoStar would have otherwise been able to realize such tax benefit. In addition, during the third quarter 2013, we and EchoStar agreed upon a tax sharing arrangement for filing certain combined state income tax returns and a method of allocating the respective tax liabilities between us and EchoStar for such combined returns, through the taxable period ending on December 31, 2017.

We and EchoStar file combined income tax returns in certain states. In 2015 and 2014, EchoStar earned and recognized a tax benefit for certain state income tax credits that EchoStar estimates it would be unable to utilize in the future if it had filed separately from us. In addition, EchoStar earned and recognized tax benefits for certain federal income tax credits, a portion of which were allocated to us under IRS rules for affiliated companies. We expect to utilize these tax credits to reduce our federal and state income tax payable in the future. In accordance with accounting rules that apply to transfers of assets between entities under common control, we recorded a capital contribution of less than \$1 million for each of the years ended December 31, 2017 and 2016, respectively, and \$3 million for the year ended December 31, 2015 in "Additional paid-in capital" on our Consolidated Balance Sheets representing the amount that we estimate is more likely than not to be realized by us as a result of our utilization of these tax credits earned. Any payments made to EchoStar related to the utilization of these credits will be recorded as a reduction to "Additional paid-in capital" on our Consolidated Balance Sheets.

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Tax Matters Agreement. In connection with the completion of the Share Exchange, we and EchoStar entered into a Tax Matters Agreement, which governs certain rights, responsibilities and obligations with respect to taxes of the Transferred Businesses pursuant to the Share Exchange. Generally, EchoStar is responsible for all tax returns and tax liabilities for the Transferred Businesses for periods prior to the Share Exchange, and we are responsible for all tax returns and tax liabilities for the Transferred Businesses from and after the Share Exchange. Both we and EchoStar have made certain tax-related representations and are subject to various tax-related covenants after the consummation of the Share Exchange. Both we and EchoStar have agreed to indemnify each other if there is a breach of any such tax representation or violation of any such tax covenant and that breach or violation results in the Share Exchange not qualifying for tax free treatment for the other party. In addition, we have

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agreed to indemnify EchoStar if the Transferred Businesses are acquired, either directly or indirectly (e.g., via an acquisition of us), by one or more persons and such acquisition results in the Share Exchange not qualifying for tax free treatment. The Tax Matters Agreement supplements the Tax Sharing Agreement described above, which continues in full force and effect.

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 TV 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 were allocated between us and EchoStar based on historical sales of certain licensed products, with us being responsible for 95% of each annual payment. Pursuant to the Share Exchange Agreement, we were responsible for EchoStar’s allocation of the final payment to TiVo, which was paid July 31, 2017.

Patent Cross-License Agreements. In 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. In December 2016, we and EchoStar independently exercised our respective options to extend each Cross-License Agreement. The aggregate additional payments to such third-party was less than \$3 million. 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.

gTLD Bidding Agreement. In April 2015, we and EchoStar entered into a gTLD Bidding Agreement whereby, among other things: (i) we obtained rights from EchoStar to participate in a generic top level domain (“gTLD”) auction, assuming all rights and obligations from EchoStar related to EchoStar’s application with ICANN for a particular gTLD; (ii) we agreed to reimburse EchoStar for its ICANN application fee and certain out-of-pocket expenses related to the application and the auction; and (iii) we and EchoStar agreed to split equally the net proceeds obtained by us as the losing bidder in the auction, less such fee reimbursement and out-of-pocket expenses. During the year ended December 31, 2015, we paid EchoStar approximately \$1 million related to this agreement.

Rovi License Agreement. On August 19, 2016, we entered into a ten-year patent license agreement (the “Rovi License Agreement”) with Rovi Corporation (“Rovi”) and, for certain limited purposes, EchoStar. EchoStar is a party to the Rovi License Agreement solely with respect to certain provisions relating to the prior patent license agreement between EchoStar and Rovi. There are no payments between us and EchoStar under the Rovi License Agreement.

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DISH NETWORK CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Sale of Orange, New Jersey Properties. In October 2016, we and EchoStar sold two parcels of real estate owned separately by us and EchoStar in Orange, New Jersey to a third party pursuant to a purchase and sale agreement. Pursuant to the agreement, we and EchoStar separately received our respective payments from the buyer.

Invidi. In November 2010 and April 2011, EchoStar made investments in Invidi in exchange for shares of Invidi's Series D Preferred Stock. In November 2016, we, DIRECTV, LLC, a wholly-owned indirect subsidiary of AT&T Inc., and Cavendish Square Holding B.V., an affiliate of WPP plc, entered into a series of agreements to acquire Invidi. As a result of the transaction, EchoStar sold its ownership interest in Invidi on the same terms offered to the other shareholders of Invidi. The transaction closed in January 2017.

Hughes Broadband Master Services Agreement. In March 2017, DISH Network L.L.C. ("DNLLC") and HNS entered into the MSA pursuant to which DNLLC, among other things: (i) has the right, but not the obligation, to market, promote and solicit orders for the Hughes broadband satellite service and related equipment; and (ii) installs Hughes service equipment with respect to activations generated by DNLLC. Under the MSA, HNS will make certain payments to DNLLC for each Hughes service activation generated, and installation performed, by DNLLC. Payments from HNS for services provided are recorded in "Subscriber-related revenue" on our Consolidated Statements of Operations and Comprehensive Income (Loss). The MSA has an initial term of five years with automatic renewal for successive one year terms. After the first anniversary of the MSA, either party has the ability to terminate the MSA, in whole or in part, for any reason upon at least 90 days' notice to the other party. Upon expiration or termination of the MSA, HNS will continue to provide the Hughes service to subscribers and make certain payments to DNLLC pursuant to the terms and conditions of the MSA. For the year ended December 31, 2017, we purchased broadband equipment from HNS of \$22 million under the MSA.

Employee Matters Agreement. In connection with the completion of the Share Exchange, effective March 1, 2017, we and EchoStar entered into an Employee Matters Agreement that addresses the transfer of employees from EchoStar to us, including certain benefit and compensation matters and the allocation of responsibility for employee-related liabilities relating to current and past employees of the Transferred Businesses. We assumed employee-related liabilities relating to the Transferred Businesses as part of the Share Exchange, except that EchoStar will be responsible for certain existing employee-related litigation as well as certain pre-Share Exchange compensation and benefits for employees transferring to us in connection with the Share Exchange.

Intellectual Property and Technology License Agreement. In connection with the completion of the Share Exchange, effective March 1, 2017, we and EchoStar entered into an Intellectual Property and Technology License Agreement ("IPTLA"), pursuant to which we and EchoStar license to each other certain intellectual property and technology. The IPTLA will continue in perpetuity, unless mutually terminated by the parties. Pursuant to the IPTLA, EchoStar granted to us a license to its intellectual property and technology for use by us, among other things, in connection with our continued operation of the Transferred Businesses acquired pursuant to the Share Exchange Agreement, including a limited license to use the "EHOSTAR" trademark during a transition period. EchoStar retains full ownership of the

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“ECHOSTAR” trademark. In addition, we granted a license back to EchoStar, among other things, for the continued use of all intellectual property and technology transferred to us pursuant to the Share Exchange Agreement that is used in EchoStar’s retained businesses.

Related Party Transactions with NagraStar L.L.C.

As a result of the completion of the Share Exchange on February 28, 2017, we own a 50% interest in NagraStar, a joint venture that is our primary provider of encryption and related security systems intended to assure that only authorized customers have access to our programming. Certain payments related to NagraStar are recorded in “Subscriber-related expenses” on our Consolidated Statements of Operations and Comprehensive Income (Loss). In addition, certain other payments are initially included in “Inventory” and are subsequently capitalized as “Property and equipment, net” on our Consolidated Balance Sheets or expensed as “Subscriber acquisition costs” or “Subscriber-related expenses” on our Consolidated Statements of Operations and Comprehensive Income (Loss) when the equipment is deployed. We record all payables in “Trade accounts payable” or “Other accrued expenses” on our Consolidated Balance Sheets. Our investment in NagraStar is accounted for using the equity method.

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DISH NETWORK CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

The table below summarizes our transactions with NagraStar.

	For the Years Ended December 31,		
	2017	2016	2015
		(In thousands)	
Purchases (including fees):			
Purchases from NagraStar	\$ 71,167	\$ 84,459	\$ 108,745
		As of December 31,	
		2017	2016
		(In thousands)	
Amounts Payable and Commitments:			
Amounts payable to NagraStar		\$ 16,685	\$ 18,597
Commitments to NagraStar		\$ 4,927	\$ 2,716

Related Party Transactions with Dish Mexico

Dish Mexico, S. de R.L. de C.V. (“Dish Mexico”) is an entity that provides direct-to-home satellite services in Mexico, which is owned 49.0% by EchoStar. We provide certain broadcast services and sell hardware such as digital set-top boxes and related components to Dish Mexico, which are recorded in “Equipment sales and other” on our Consolidated Statements of Operations and Comprehensive Income (Loss).

The table below summarizes our transactions with Dish Mexico:

For the Years Ended December 31,		
2017	2016	2015

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	(In thousands)		
Sales:			
Digital receivers and related components	\$ 1,891	\$ 52,324	\$ 66,779
Uplink services	\$ 3,994	\$ 4,059	\$ 4,926
	As of December 31,		
	2017	2016	
	(In thousands)		
Amounts Receivable:			
Amounts receivable from Dish Mexico	\$ 3,027	\$ 13,516	

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EXHIBIT 52

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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 28, 2018

DEAR SHAREHOLDER:

It is a pleasure for me to extend to you an invitation to attend the 2018 Annual Meeting of Shareholders of DISH Network Corporation The Annual Meeting will be held on May 7, 2018, 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 2018 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 by 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

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CHARLES W. ERGEN
Chairman



NOTICE OF 2018 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 7, 2018, at 1:00 p.m., local time, at our headquarters located at 9601 S Meridian Blvd., Englewood, Colorado 80112, for the following purposes:

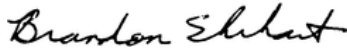
- 1 To elect nine directors to our Board of Directors;
- 2 To ratify the appointment of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2018;
- 3 To amend and restate our Employee Stock Purchase Plan; and
- 4 To consider and act upon any other business 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 16, 2018 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 28, 2018.

By Order of the Board of Directors



BRANDON EHRHART
Secretary

March 28, 2018

9601 S Meridian Blvd • Englewood, Colorado 80112 • Tel: (303) 723-1000 • Fax: (303) 723-1999

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 2018 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 7, 2018, 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 28, 2018, to holders of record at the close of business on March 16, 2018 (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"). Your proxy 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 accompanying proxy card. Votes submitted online or by telephone or mail must be received by 11:59 p.m., Eastern Time, on May 6, 2018. 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 in the accompanying 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, 2018, 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.

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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.

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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 2017 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, 228,219,442 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 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 78.4% 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, and 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.

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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, New York 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. Steven R. Goodbarn, a current member of the Board of Directors, will not continue to serve when

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his term expires on May 7, 2018. The Board of Directors has determined to reduce the size of the Board from ten directors to nine directors effective immediately following the expiration of Mr. Goodbarn's term as a director at the conclusion of the Annual Meeting.

The nominees for director are as follows:

Name	Age	First Became Director	Position with the Corporation
George R. Brokaw	50	2013	Director
James DeFranco	65	1980	Director and Executive Vice President
Cantey M. Ergen	62	2001	Director and Senior Advisor
Charles W. Ergen	65	1980	Chairman
Charles M. Lillis	76	2013	Director
Afshin Mohebbi	55	2014	Director
David K. Moskowitz	59	1998	Director and Senior Advisor
Tom A. Ortolf	67	2005	Director
Carl E. Vogel	60	2005	Director and Senior Advisor

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The following sets forth the business experience of each of the nominees over the last five years:

George R. Brokaw. Mr. Brokaw joined the Board in October 2013 and is a member of our Audit Committee and Nominating Committee. Mr. Brokaw is currently a Managing Partner of the investment firm Trafelet Brokaw & Co., LLC. Prior to forming Trafelet Brokaw & Co., Mr. Brokaw served as Managing Director of the Highbridge Growth Equity Fund at Highbridge Principal Strategies, LLC ("Highbridge"). Prior to joining Highbridge, Mr. Brokaw was a Managing Director and Head of Private Equity at Perry Capital, L.L.C. ("Perry"). Prior to joining Perry, Mr. Brokaw was Managing Director (Mergers & Acquisitions) of Lazard Frères & Co. LLC ("Lazard"). Mr. Brokaw currently serves on the board of directors of Alico, Inc. and Modern Media Acquisition Corp. Mr. Brokaw previously served on several public company boards of directors including North American Energy Partners Inc. and Terrapin 3 Acquisition Corporation. The Board has determined that Mr. Brokaw meets the independence requirements of NASDAQ and SEC rules and regulations. The Board concluded that Mr. Brokaw should continue to serve on the Board due, among other things, to his financial experience, acquired, in part, during his tenure with Highbridge, Perry and Lazard. Mr. Brokaw received a B.A. from Yale University and a J.D. and M.B.A. from the University of Virginia. Mr. Brokaw is a member of the New York Bar.

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 of Directors since our formation. During the past five years he has held various executive officer and director positions with DISH Network and our subsidiaries. During 1980, Mr. DeFranco co-founded DISH Network with Charles W. Ergen and Cantey M. Ergen. The Board concluded that Mr. DeFranco should continue to serve on the Board due, among other things, to 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 trustees of Children's Hospital Colorado from 2001 to 2012, and is now an honorary lifetime member. Mrs. Ergen has also served on the board of trustees of Wake Forest University since 2009. During 1980, Mrs. Ergen co-founded DISH Network with her future spouse, Charles W. Ergen, and James DeFranco. The Board concluded that Mrs. Ergen should continue to serve on the Board due, among other things, to her knowledge of DISH Network since its inception 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 since our 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, which he most recently held from March 2015 to December 2015, and Chief Executive Officer, which he held most recently from March 2015 to December 2017. During 1980, Mr. Ergen co-founded DISH Network with his future spouse, Cantey M. Ergen, and James DeFranco. Mr. Ergen also serves as executive Chairman and Chairman of the Board of Directors of EchoStar Corporation ("EchoStar"). The Board concluded that Mr. Ergen should continue to serve on the Board due, among other things, to 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.

Charles M. Lillis. Mr. Lillis joined the Board in November 2013 and is a member of our Audit Committee and Compensation Committee. Mr. Lillis served as an advisor to Wells Fargo Bank, N.A. ("Wells Fargo") from 2011 to 2013. Previously, Mr. Lillis was a co-founder and managing partner of Castle Pines Capital LLC ("Castle Pines Capital") from 2004 to 2011, a private equity concern and a financial services entity. Castle Pines Capital was acquired by Wells Fargo in 2011. Mr. Lillis was also previously a co-founder and principal of LoneTree Capital Management LLC ("LoneTree Capital Management"), a private equity investing group formed in 2000. Prior to LoneTree Capital Management, Mr. Lillis served as Chairman of the board of directors and Chief Executive Officer of MediaOne Group, Inc. from its inception in 1995 through its acquisition by AT&T Corp. in 2000. Mr. Lillis also has served on the boards of the following public companies: Charter Communications Inc. ("Charter") from 2003 to 2005; Medco Health Solutions, Inc. from 2005 to 2012; SUPERVALU Inc. from 1995 to 2011; The Williams Companies Inc. from 2000 to 2009; and Washington Mutual, Inc. from 2005 to 2009. Mr. Lillis also serves on the board of directors of the private company SomaLogic Inc. The Board has determined that Mr. Lillis meets the independence requirements of NASDAQ and SEC rules and regulations. The Board concluded that Mr. Lillis should continue to serve on the Board due, among other things, to his financial and managerial experience.

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Afshin Mohebbi. Mr. Mohebbi joined the Board in September 2014 and is a member of our Audit Committee and Nominating Committee. Mr. Mohebbi is a private investor and advisor to public and private companies. Mr. Mohebbi has been a Senior Advisor to TPG Capital since March 2003. Prior to TPG Capital, Mr. Mohebbi was President and Chief Operating Officer of Qwest Communications International, Inc. ("Qwest") from April 2001 to December 2002. From July 2000 to April 2001, Mr. Mohebbi served as President, Worldwide Operations of Qwest. From June 1999 to July 2000, Mr. Mohebbi served as President and Chief Operating Officer at Qwest prior to its merger with US WEST, Inc. Before joining Qwest, Mr. Mohebbi served as President and managing director of the United Kingdom Markets for British Telecom and was a member of its management board from 1997 to 1999. Prior to British Telecom, Mr. Mohebbi served as Vice President-Marketing for SBC Communications, Inc., following its acquisition of Pacific Bell in 1997. Mr. Mohebbi began his career with Pacific Bell in 1983, where he held a variety of positions, including Vice President-Business Markets. Mr. Mohebbi previously served on the board of directors of Hanaro Telecom Incorporated from 2005 to 2007 and the board of directors of BearingPoint, Inc. from 2001 to 2005. Mr. Mohebbi currently serves on the board of directors of Digital Realty Trust, Inc., which he joined in 2016. Mr. Mohebbi also serves on the boards of directors of several private companies. The Board has determined that Mr. Mohebbi meets the independence requirements of NASDAQ and SEC rules and regulations. The Board concluded that Mr. Mohebbi should continue to serve on the Board due, among other things, to his financial and managerial experience in the telecommunications and related industries, acquired, in part, during his tenure with TPG Capital and Qwest.

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. Mr. Moskowitz served as a member of the board of directors of EchoStar from its formation in October 2007 until May 2012. Mr. Moskowitz also serves on the board of directors of several private companies and charitable organizations. The Board concluded that Mr. Moskowitz should continue to serve on the Board due, among other things, to 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.

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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 over twenty years The Board has determined that Mr Ortolf meets the independence requirements of NASDAQ and SEC rules and regulations Mr Ortolf has also served as a member of the board of directors of EchoStar since its formation in October 2007 The Board concluded that Mr Ortolf should continue to serve on the Board due, among other things, to his knowledge of DISH Network from his service as a director since 2005 and his expertise in finance, business, and risk management, in particular in light of his experience as an executive with CMC

Carl E. Vogel Mr Vogel has served on the Board since May 2005 and is currently a Senior Advisor to us Mr Vogel is also a private investor as well as a senior advisor to KKR & Co L P He served as our President from September 2006 to February 2008 and served as our Vice Chairman from June 2005 to March 2009 From October 2007 to March 2009, Mr Vogel served as the Vice Chairman of the board of directors of, and as a Senior Advisor to, EchoStar From 2001 to 2005, Mr Vogel served as the President and CEO of 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 from 1998 to 2001 Mr Vogel was one of our executive officers from 1994 to 1997, including serving as our President from 1995 to 1997 Mr Vogel is also currently serving on the boards of directors of Shaw Communications Inc (which he joined in 2006), Universal Electronics, Inc (which he joined in 2009), Sirius XM Holdings Inc (which he joined in 2011) and AMC Networks Inc (which he joined in 2013) The Board concluded that Mr Vogel should continue to serve on the Board due, among other things, to 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 78.4% of the total voting power Please see "Security Ownership of Certain Beneficial Owners and Management" below Mr Ergen has indicated his intention to vote in favor of each of the nominees set forth in Proposal No 1 Accordingly, election of all of the nominees set forth in 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).

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CORPORATE GOVERNANCE MATTERS

Board of Directors and Committees and Selection Process

Our Board held seven meetings in 2017 and also took action by unanimous written consent on six occasions during 2017 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 or she served In addition, our non-employee directors held four executive sessions in 2017

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 48.0% of our total equity securities and possesses approximately 78.4% of the total voting power Mr Ergen's beneficial ownership excludes 33,790,620 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 12.9% of our total equity securities and possess approximately 12.9% of the total voting power Please see "Security Ownership of Certain Beneficial Owners and Management" 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; (iii) a compensation committee charter which, among other things, provides the compensation committee with the authority and funding to retain compensation consultants and other advisors; and (iv) 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 a 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 the investor relations section of 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 eight meetings and took action by unanimous written consent on one occasion during 2017 The current members of the Audit Committee are Messrs Goodbarn, Brokaw, Lillis, Mohebbi and 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 Following our Annual Meeting, it is expected that the Audit Committee will consist of Messrs Ortolf, Brokaw, Lillis and Mohebbi, with Mr Brokaw expected to serve as the "audit committee financial expert" Mr Goodbarn will cease to be a member of the Audit Committee when his term as a director expires at the Annual Meeting

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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 2017 The current members of the Compensation Committee are Mr Goodbarn, Mr Lillis, 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 Following our Annual Meeting, it is expected that the Compensation Committee will consist of Messrs Ortolf, Brokaw, and Lillis, with Mr Brokaw expected to serve as its Chairman Mr Goodbarn will cease to be a member of the Compensation Committee when his term as a director expires at the Annual Meeting

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 one meeting and took action by unanimous written consent on one occasion during 2017 The current members of the Nominating Committee are Mr Brokaw, Mr Mohebbi and Mr Ortolf, with Mr Brokaw serving as Chairman of the Nominating Committee Following the Annual Meeting, it is expected that Mr Mohebbi will serve as the 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

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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 General Counsel 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 General Counsel 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. W. Erik Carlson serving as President and Chief Executive Officer of DISH Network. Mr. Ergen has previously held the positions of Chairman and Chief Executive Officer of DISH Network from time to time. Mr. Carlson 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 including, without limitation, devoting attention to the company's emerging wireless business. We believe this leadership structure is appropriate for the Corporation because, among other reasons, 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.

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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 the Corporation's 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 to the extent necessary or appropriate.

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 currently Mr. Goodbarn, Mr. Lillis and Mr. Ortolf. None of these individuals was an officer or employee of DISH Network or EchoStar at any time during the 2017 fiscal year. During the 2017 fiscal year, no executive officer of DISH Network served on: (i) the compensation committee of another entity, one of whose executive officers served on our Compensation Committee; (ii) the board of directors of another entity, one of whose executive officers served on our Compensation Committee; or (iii) the compensation committee of another entity, one of whose executive officers served on our Board of Directors.

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 serving as directors at the time of our 2017 annual meeting were in attendance at our 2017 annual meeting. We expect that all of our directors will attend the 2018 Annual Meeting.

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SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Unless otherwise indicated, 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 2017 (collectively, the "Named Executive Officers" or "NEOs"); 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)	208,118,344	48.0%
Cantey M. Ergen (4)	207,446,344	47.9%
Centennial Fiduciary Management LLC (5)	33,818,805	12.9%
JPMorgan Chase & Co. (6)	27,341,380	12.0%
Putnam Investments, LLC (7)	18,313,309	5.0%

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Dodge & Cox (8)	16,458,596	7 2%
Eagle Capital Management, LLC (9)	15,487,595	6 8%
The Vanguard Group (10)	14,952,686	6 6%
BlackRock, Inc (11)	13,890,626	6 1%
James DeFranco (12)	4,382,491	1 9%
David K. Moskowitz (13)	178,240	*
W. Erik Carlson (14)	97,536	*
Vivek Khemka (15)	82,001	*
Tom A. Ortolf (16)	80,200	*
Thomas A. Cullen (17)	68,567	*
Charles M. Lillis (18)	41,860	*
Carl E. Vogel (19)	41,632	*
George R. Brokaw (20)	27,500	*
Steven R. Goodbarn (21)	27,000	*
Afshin Mohebbi (22)	23,750	*
Steven E. Swain (23)	22,557	*
Jeffrey L. McSchooler (24)	16,483	*
All Directors and Executive Officers as a Group (21 persons) (25)	213,415,735	49 2%
Class B Common Stock:		
Charles W. Ergen	204,644,588	85 8%
Cantey M. Ergen	204,644,588	85 8%
Trusts (26)	33,790,620	14 2%
All Directors and Executive Officers as a Group (21 persons) (25)	204,644,588	85 8%

* 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 228,219,442 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) 596,470 Class A Shares; (ii) 19,743 Class A Shares held in the Corporation's 401(k) Employee Savings Plan (the "401(k) Plan"); (iii) 672,000 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) 2,183 Class A Shares held in the 401(k) Plan by Mrs. Ergen; (vi) 8,955 Class A Shares held by one of Mr. and Mrs. Ergen's children; (vii) 2,167,705 Class A Shares held by a charitable foundation for which Mr. Ergen is an officer and for which he shares investment and voting power with Mrs. Ergen; (viii) 6,465 shares of Class A Common Stock held by a trust for which Mrs. Ergen has a durable power of attorney on behalf of the beneficiary of the trust; and (ix) 204,644,588 Class A Shares issuable upon conversion of

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Mr. Ergen's Class B Shares. Mr. Ergen has sole voting and dispositive power with respect to 80,107,963 Class B Shares. Mr. Ergen's beneficial ownership of Class A Shares excludes: (a) 28,185 shares of Class A Common Stock held by certain trusts established by Mr. Ergen for the benefit of his family; and (b) 33,790,620 Class A Shares issuable upon conversion of Class B Shares held by certain trusts established by Mr. Ergen for the benefit of his family (see (5) below in the notes to the table).

- (3) Because each Class B Share is entitled to 10 votes per share, Mr. Ergen owns beneficially equity securities of the Corporation representing approximately 78.4% 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 employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date). Mr. Ergen's beneficial ownership includes: (i) 8,536,625 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Three-Year 2015 DISH GRAT; (ii) 40,000,000 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Three-Year 2017 DISH GRAT; (iii) 40,000,000 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Two-Year 2017 DISH GRAT; and (iv) 36,000,000 Class B Shares owned beneficially by Mrs. Ergen solely by virtue of her position as trustee of the Ergen Two-Year March 2018 DISH GRAT. Mr. Ergen's beneficial ownership excludes 33,790,620 Class A Shares issuable upon conversion of Class B Shares held by certain trusts established by Mr. Ergen for the benefit of his family (see (5) below in the notes to the table). These trusts beneficially own approximately 12.9% of our total equity securities and possess approximately 12.9% of the total voting power.
- (4) Mrs. Ergen beneficially owns all of the Class A Shares owned by her spouse, Mr. Ergen, except for 672,000 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 Centennial Fiduciary Management LLC is 1623 Central Avenue, Suite 214, Cheyenne, Wyoming 82001. Centennial Fiduciary Management LLC's beneficial ownership includes: (i) 28,185 Class A Shares owned beneficially by Centennial Fiduciary Management LLC solely in its capacity as trustee (with sole voting and dispositive power) of certain trusts established by Mr. Ergen for the benefit of his family; and (ii) 33,790,620 Class A Shares issuable upon conversion of the Class B Shares owned beneficially by Centennial Fiduciary Management LLC solely in its capacity as trustee (with sole voting and dispositive power) of certain trusts established by Mr. Ergen for the benefit of his family. There is no arrangement or agreement between any of the trusts identified in clauses (i) and (ii) above to vote or dispose of any shares of DISH Network. In its capacity as trustee, Centennial Fiduciary Management LLC exercises voting and dispositive power with respect to each such trust independently and in accordance with its fiduciary responsibilities to the beneficiaries of such trusts. Mr. William R. Gouger is deemed to own beneficially all of the Class A Shares and Class B Shares owned beneficially by Centennial Fiduciary Management LLC solely by virtue of his position as the sole member of the investment committee (with sole voting and dispositive power) of Centennial Fiduciary Management LLC, which serves as trustee of certain trusts established by Mr. Ergen for the benefit of his family. The address of Mr. Gouger is 5701 S. Santa Fe Drive, Littleton, Colorado 80123.
- (6) The address of JPMorgan Chase & Co. ("JPMorgan Chase") is 270 Park Avenue, New York, New York 10017. Of the Class A Shares beneficially owned, JPMorgan Chase has sole voting power as to 24,878,779 Class A Shares and sole dispositive power as to 27,226,071 Class A Shares. In addition, of the Class A Shares beneficially owned, JPMorgan Chase has shared voting power as to 32,641 Class A Shares and shared dispositive power as to 109,626 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by JPMorgan Chase with the SEC on January 19, 2018.
- (7) 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 185,379 Class A Shares and sole dispositive power as to 18,313,309 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Putnam Investments with the SEC on February 7, 2018.
- (8) The address of Dodge & Cox is 555 California Street, 40th Floor, San Francisco, California 94104. Of the Class A Shares beneficially owned, Dodge & Cox has sole voting power as to 15,578,479 Class A Shares and sole dispositive power as to 16,458,596 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Dodge & Cox with the SEC on February 13, 2018.

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- (9) The address of Eagle Capital Management, LLC ("Eagle") is 499 Park Avenue, 17th Floor, New York, New York 10022. Of the Class A Shares beneficially owned, Eagle has sole voting power as to 13,010,589 Class A Shares and sole dispositive power as to 15,487,595 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Eagle with the SEC on February 14, 2018.

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- (10) The address of The Vanguard Group ("Vanguard") is 100 Vanguard Boulevard, Malvern, Pennsylvania 19355. Of the Class A Shares beneficially owned, Vanguard has sole voting power as to 320,398 Class A Shares and sole dispositive power as to 14,601,864 Class A Shares. In addition, of the Class A Shares beneficially owned, Vanguard has shared voting power as to 42,056 Class A Shares and shared dispositive power as to 350,522 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by Vanguard with the SEC on February 8, 2018.
- (11) The address of BlackRock, Inc. ("BlackRock") is 55 East 52nd Street, New York, New York 10055. Of the Class A Shares beneficially owned, BlackRock has sole voting power as to 12,340,652 Class A Shares and sole dispositive power as to 13,890,626 Class A Shares. The foregoing information is based solely upon a Schedule 13G filed by BlackRock with the SEC on February 8, 2018.
- (12) Mr. DeFranco's beneficial ownership includes: (i) 1,133,529 Class A Shares; (ii) 19,743 Class A Shares held in the 401(k) Plan; (iii) 12,000 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.
- (13) Mr. Moskowitz's beneficial ownership includes: (i) 133,378 Class A Shares; (ii) 18,935 Class A Shares held in the 401(k) Plan; and (iii) 25,927 Class A Shares held by a charitable foundation for which Mr. Moskowitz is a member of the board of directors.
- (14) Mr. Carlson's beneficial ownership includes: (i) 10,216 Class A Shares; (ii) 1,320 Class A Shares held in the 401(k) Plan; and (iii) 86,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (15) Mr. Khemka's beneficial ownership includes: (i) 1,397 Class A Shares; (ii) 813 Class A Shares held in the 401(k) Plan; (iii) 78,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date; and (iv) 1,791 Class A Shares held by Mr. Khemka's spouse.
- (16) Mr. Ortolf's beneficial ownership includes: (i) 20,000 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 are held as collateral for a margin account.
- (17) Mr. Cullen's beneficial ownership includes: (i) 5,353 Class A Shares; (ii) 1,214 Class A Shares held in the 401(k) Plan; and (iii) 62,000 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) Mr. Lillis' beneficial ownership includes: (i) 8,080 Class A Shares; (ii) 27,500 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; (iii) 2,355 Class A Shares held by a limited liability company of which Mr. Lillis is the managing member; and (iv) 3,925 Class A Shares held by Mr. Lillis' spouse.
- (19) Mr. Vogel's beneficial ownership includes: (i) 40,165 Class A Shares; and (ii) 1,467 Class A Shares held in the 401(k) Plan.
- (20) Mr. Brokaw's beneficial ownership includes 27,500 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.
- (21) Mr. Goodbarn's beneficial ownership includes: (i) 5,000 Class A Shares; and (ii) 22,000 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.
- (22) Mr. Mohebbi's beneficial ownership includes 23,750 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.
- (23) Mr. Swain's beneficial ownership includes: (i) 1,132 Class A Shares; (ii) 425 Class A Shares held in the 401(k) Plan; and (iii) 21,000 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.
- (24) Mr. McSchooler's beneficial ownership includes: (i) 225 Class A Shares; (ii) 5,218 Class A Shares held in the 401(k) Plan; and (iii) 11,040 Class A Shares subject to employee stock options that are either currently exercisable or may become exercisable within 60 days of the Record Date.

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- (25) Includes: (i) 1,939,791 Class A Shares; (ii) 74,916 Class A Shares held in the 401(k) Plan; (iii) 1,261,898 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) 3,217,414 Class A Shares held in partnerships; (v) 204,644,588 Class A Shares issuable upon conversion of Class B Shares; (vi) 83,496 Class A Shares held in the name of, or in trust for, children and other family members; and (vii) 2,193,632 Class A Shares held by charitable foundations. 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.

- (26) Held by certain trusts established by Mr. Ergen for the benefit of his family (see (5) above in the notes to the table).

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 2017, our directors, executive officers, and 10% shareholders complied with all Section 16(a) filing requirements. 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 2017 compensation for our NEOs. Our NEOs in 2017 were Charles W. Ergen, W. Erik Carlson, Vivek Khemka, Jeffrey L. McSchooler, Thomas A. Cullen and Steven E. Swain.

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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 2017 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 in the market, 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.

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In determining the actual amount of each NEO's compensation, the Corporation considers, among other things, the following factors: (i) the information described in "Compilation of Certain Proxy Data" below; (ii) subjective performance evaluations of the individual's performance (after reviewing Mr. Ergen's recommendations with respect to the NEOs other than himself); (iii) the individual's success in achieving individual and company-wide goals; (iv) 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; (v) equity awards previously granted to the individual; and (vi) equity awards that would be normally granted upon a promotion in accordance with DISH Network's policies for promotions. The Corporation also considers 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, and 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 equity incentives 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: AT&T Inc.; Comcast Corporation; Time Warner Cable Inc.; Charter Communications, Inc.; Liberty Global, Inc.; Verizon Communications Inc.; T-Mobile US Inc.; Sprint Corporation; CenturyLink, Inc.; Level 3 Communications, Inc.; and Netflix, 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. We 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 but is intended to 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 in the year that the compensation is paid). Prior to the adoption of the Tax Cuts and Jobs Act (the "Tax Reform"), this limitation only applied to compensation that was not considered performance-based under the Section 162(m) rules. The Tax Reform repealed this exemption for performance-based compensation. We generally structure our compensation programs, where feasible, to minimize or eliminate the impact of the limitations of Section 162(m) of the Code when we believe such payments are appropriate, after taking into consideration changing business conditions or the officer's performance. However, nondeductible compensation in excess of this limitation may be paid.

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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

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Weighting and Selection of Elements of Compensation

As described in “General Compensation Levels” above, we have not 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, our 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 Board of Directors has traditionally been free to set base salary at any level deemed appropriate, with the Compensation Committee setting the base salary of the Chairman. The Compensation Committee and the Board of Directors 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, as assessed by the Compensation Committee and/or the Board of Directors, as applicable:

- 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

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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 2017, we elected not to implement a short-term incentive program. The decision not to implement a short-term incentive program during 2017 was made based upon, among other things, the adoption of the 2017 Long Term Incentive Plan, or 2017 LTIP, discussed below. While the Compensation Committee did not implement a short-term incentive program during 2017, the Compensation Committee granted certain short-term performance-based awards to Mr. Carlson and Mr. Khemka, 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 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 equity incentives 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 a 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 2017, 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 equity incentives under the 2013 LTIP and the adoption of the 2017 Long Term Incentive Plan, or 2017 LTIP, discussed below.

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, including awards granted under the 2013 LTIP and the 2017 LTIP, 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 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.

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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 was not a trading day). Beginning April 1, 2013, DISH Network generally awards 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 March 15, 2018, 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 2,800,000 to 3,800,000. For information regarding the proposed amendment and restatement of the ESPP, see Proposal No. 3.

2010 Equity Incentive to Mr. Cullen

During 2010, based on Mr. Ergen's subjective evaluation of Mr. Cullen's contributions to the Corporation's performance and to align his interests with the long-term interests of DISH Network's shareholders, Mr. Ergen recommended, and the Compensation Committee agreed, to grant Mr. Cullen 200,000 restricted stock units (RSUs) and an option to purchase 600,000 of the Corporation's Class A Shares, with such awards vesting incrementally before June 30, 2020 according to the following vesting schedules:

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Fifty percent (50%) of the option and RSU awards granted to Mr. Cullen 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 financial results for that quarter or year, as applicable, with the SEC.

The other fifty percent (50%) of the option and RSU awards granted to Mr. Cullen 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

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\$	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 financial results 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 award, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers, broadband subscribers and wireless subscribers (including, without limitation, the applicable characteristics of such subscribers). In addition, for purposes of the cumulative free cash flow goals under this equity incentive award, the calculation of "cumulative free cash flow" is a formula that takes into account, among other things, free cash flow as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee has final authority to, among other things, interpret, and calculate any and all aspects of this equity incentive award, including vesting and all other aspects of calculating the achievement of the goals under this equity incentive award.

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:

As determined by the Compensation Committee, 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 Goal	Vesting Schedule
\$ 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, as determined by the Compensation Committee: (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 financial results for that quarter or year, as applicable, with the SEC. During 2013, we achieved the cumulative free cash flow goal of \$2.5 billion while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers, resulting in the vesting of 300,000 stock options during 2013, as determined by the Compensation Committee. Accordingly, the \$250 million, \$500 million, \$750 million, \$1 billion, \$1.25 billion, \$1.5 billion, \$1.75 billion, \$2 billion, \$2.25 billion, and \$2.5 billion cumulative free cash flow goals under the grant

were retired. During 2014, we achieved the cumulative free cash flow goal of \$3.75 billion while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers, resulting in the vesting of 150,000 stock options during 2014, as determined by the Compensation Committee. Accordingly, the \$2.75 billion, \$3 billion, \$3.25 billion, \$3.5 billion, and \$3.75 billion cumulative free cash flow goals under the grant were retired. During 2015, we achieved the cumulative free cash flow goal of \$5.0 billion while achieving and maintaining a minimum threshold of 14,250,000 total net subscribers, resulting in the vesting of 150,000 stock options during 2015, as determined by the Compensation Committee. Accordingly, all of the remaining cumulative free cash flow goals under the grant were retired during 2015.

As determined by the Compensation Committee, 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 Goal	Total Net Subscriber Goal	Vesting Schedule
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\$	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, as determined by the Compensation Committee: (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 financial results for that quarter or year, as applicable, with the SEC. During 2013, we achieved the total net subscriber goal of 14,250,000 while achieving and maintaining the cumulative free cash flow goal of at least \$250 million, resulting in the vesting of 30,000 stock options during 2013, as determined by the Compensation Committee. Accordingly, the total net subscriber goal of 14,250,000 under the grant was retired. During 2014, we achieved the total net subscriber goal of 14,500,000 while achieving and maintaining the cumulative free cash flow goal of at least \$500 million, resulting in the vesting of 30,000 stock options during 2014, as determined by the Compensation Committee. Accordingly, the total net subscriber goal of 14,500,000 under the grant was retired. During 2015, 2016 and 2017, none of the total net subscriber goals under this grant were achieved.

For purposes of the total net subscriber goal and total net subscriber threshold under this equity incentive award, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers, broadband subscribers and wireless subscribers (including, without limitation, the applicable characteristics of such subscribers). In addition, for purposes of the cumulative free cash flow goals under this equity incentive award, the calculation of "cumulative free cash flow" is a formula that takes into account, among other things, free cash flow as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee has final authority to, among other things, interpret, and calculate any and all aspects of this equity incentive award, including vesting and all other aspects of calculating the achievement of the goals under this equity incentive award.

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 achieving and 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 received 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. The cumulative free cash flow goals commenced April 1, 2013. The total net subscriber goals are measured on the last day of each calendar quarter commencing on January 1, 2013. 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, Pay-TV subscribers and broadband subscribers (including, without limitation, the applicable characteristics of such subscribers). In addition, for purposes of the cumulative free cash flow goals under the 2013 LTIP, the calculation of "cumulative free cash flow" is a formula that takes into account, among other things, free cash flow as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC, but excluding free cash flows from the wireless line of business. The Compensation Committee has final authority to, among other things, interpret and calculate any and all aspects of the 2013 LTIP, including vesting and all other aspects of calculating the achievement of the goals under the 2013 LTIP. As of July 2016, we no longer grant new awards under the 2013 LTIP.

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, as determined by the Compensation Committee: (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 contemporaneously with filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC, in accordance with the following vesting schedules:

Cumulative Free Cash Flow Goal	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 Goal	Vesting Schedule
14 5 million	10%
14 75 million	10%
15 million	10%
15 25 million	10%
15 5 million	10%

Employees who were granted equity awards after April 1, 2014 under the 2013 LTIP received: (i) an option to acquire a reduced number of Class A Shares; and (ii) rights to acquire for no additional consideration a reduced number of Class A Shares, relative to the amounts that were granted to employees at the same level prior to April 1, 2014. Such awards are subject to a vesting schedule that varies based upon the date on which such awards were granted.

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Messrs. Ergen, Carlson and Cullen were each granted an option to purchase 60,000 Class A Shares and 30,000 RSUs under the 2013 LTIP on January 1, 2013. Mr. Khemka was granted an option to purchase 15,000 Class A Shares and 7,500 RSUs under the 2013 LTIP on January 1, 2013. Mr. Khemka was granted an additional option to purchase 15,000 Class A Shares and 7,500 RSUs under the 2013 LTIP on April 1, 2013, as a result of his promotion to Senior Vice President of Product Management on March 2, 2013. Finally, Mr. Khemka was granted an additional option to purchase 15,000 Class A Shares and 7,500 RSUs under the 2013 LTIP on January 1, 2016, as a result of his promotion to Executive Vice President and Chief Technology Officer on December 11, 2015. Mr. Swain was granted an option to purchase 15,000 Class A Shares and 7,500 RSUs under the 2013 LTIP on January 1, 2013. Mr. Swain was granted an additional option to purchase 12,000 Class A Shares and 6,000 RSUs under the 2013 LTIP on July 1, 2014, as a result of his promotion to Senior Vice President of Programming on April 28, 2014.

During 2013, none of the goals under the 2013 LTIP were achieved. During 2014, we achieved the cumulative free cash flow goal of \$1 billion while achieving and maintaining a minimum threshold of 14.5 million total net subscribers, which resulted in the cumulative vesting of 10% of the 2013 LTIP stock awards during 2014, as determined by the Compensation Committee. Accordingly, the \$1 billion cumulative free cash flow goal under the 2013 LTIP was retired. In addition, during 2014, we achieved the 14.5 million total net subscriber goal, which resulted in the cumulative vesting of 10% of the 2013 LTIP stock awards during 2014, as determined by the Compensation Committee. Accordingly, the 14.5 million total net subscriber goal under the 2013 LTIP was retired. During 2015, 2016 and 2017, none of the goals under the 2013 LTIP were achieved.

2017 Long-Term Incentive Plan

On December 2, 2016, the Board of Directors and the Compensation Committee approved a long-term, performance-based stock incentive plan, the 2017 Long-Term Incentive Plan, or 2017 LTIP, within the terms of DISH Network's 2009 Stock Incentive Plan. The purpose of the 2017 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 achieving and maintaining a specified long-term subscriber threshold) and total net subscriber goals. The employees eligible to participate in the 2017 LTIP generally include DISH Network's executive officers, senior vice presidents, vice presidents and director-level employees. Employees participating in the 2017 LTIP receive a one-time award of 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). Initial awards granted under the 2017 LTIP were made as of January 1, 2017. Under the 2017 LTIP, the cumulative free cash flow goals, total net subscriber threshold and total net subscriber goals are measured on the last day of each calendar quarter commencing on January 1, 2017. For purposes of the total net subscriber goal and total net subscriber threshold under the 2017 LTIP, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers and broadband subscribers (including, without limitation, the applicable characteristics of such subscribers). In addition, for purposes of the cumulative free cash flow goals under the 2017 LTIP, the calculation of "cumulative free cash flow" is a formula that takes into account, among other things, free cash flow as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC, subject to certain exclusions. The Compensation Committee has final authority to, among other things, interpret and calculate any and all aspects of the 2017 LTIP, including vesting and all other aspects of calculating the achievement of the goals under the 2017 LTIP.

In the event that a cumulative free cash flow goal is achieved (and the total net subscriber threshold is met) or a total net subscriber goal is achieved as of the last day of any such calendar quarter, as determined by the Compensation Committee: (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 will vest and shall become exercisable contemporaneously with filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC, in accordance with the following vesting schedules:

Cumulative Free Cash Flow Goal	Total Net Subscriber Threshold	Vesting Schedule
\$ 1 billion	14.0 million	12.5%
\$ 2 billion	14.0 million	12.5%
\$ 3 billion	14.0 million	12.5%
\$ 4 billion	14.0 million	12.5%
\$ 4.5 billion	14.0 million	12.5%

Total Net Subscriber Goal	Vesting Schedule
14.5 million	12.5%
15 million	12.5%
15.5 million	12.5%

Employees who are granted equity awards after March 31, 2017 under the 2017 LTIP will be eligible to receive an option to acquire a reduced number of Class A Shares, relative to the amounts that were granted to employees at the same level prior to March 31, 2017. Such awards are subject to a vesting schedule that varies based upon the date on which such awards were granted.

Messrs. Ergen, Carlson, Khemka and Cullen were each granted an option to purchase 60,000 Class A Shares under the 2017 LTIP on January 1, 2017. Mr. Swain was granted an option to purchase 30,000 Class A Shares under the 2017 LTIP on January 1, 2017. Mr. McSchooler was granted an option to purchase 60,000 Class A Shares under the 2017 LTIP on April 1, 2017.

2016 Cash Incentive to Mr. Carlson

The Compensation Committee determined that, on January 1, 2016, Mr. Carlson should receive a grant of a performance-based cash award of three hundred thousand dollars (\$300,000), with such award vesting based upon achieving certain quarterly earnings goals during 2016 (each a "Quarterly Earnings Goal"), in increments of seventy-five thousand dollars (\$75,000) in each calendar quarter. The Quarterly Earnings Goals for 2016 were as follows: (i) \$750 million in the first quarter 2016; (ii) \$750 million in the second quarter 2016; (iii) \$750 million in the third quarter 2016; and (iv) \$750 million in the fourth quarter 2016.

In the event that a Quarterly Earnings Goal was achieved as of the last day of a given calendar quarter, as determined by the Compensation Committee, the corresponding increment(s) of the performance-based cash award vested contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC. Furthermore, in the event that the Corporation achieved an aggregate amount of earnings for 2016 that was greater than or equal to \$3 billion (the sum of the above Quarterly Earnings Goals (subject to adjustment based upon certain gross subscriber additions during 2016), the "Total Earnings Goal"), as determined by the Compensation Committee, any unvested increment of the three hundred thousand dollars (\$300,000) vested contemporaneously with the filing of the Corporation's financial results for the year ended December 31, 2016, with the SEC.

For purposes of gross subscriber additions, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers and broadband subscribers. In addition, for purposes of the Quarterly Earnings Goals and the Total Earnings Goal under this performance-based cash award, the calculation of "earnings" is a formula that takes into account, among other things, EBITDA as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee had final authority to, among other things, interpret and calculate any and all aspects of this performance-based cash award, including vesting and all other aspects of calculating the achievement of the goals under this performance-based cash award.

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During 2016, we achieved the Quarterly Earnings Goals for the first quarter 2016, the second quarter 2016, and the fourth quarter 2016, which resulted in the vesting of \$150,000 during 2016 and \$75,000 during 2017, as determined by the Compensation Committee. Accordingly, the Quarterly Earnings Goals for the first quarter 2016, the second quarter 2016, and the fourth quarter 2016 under this grant were retired. During 2016, we also achieved the Total Earnings Goal, which resulted in the vesting of the remaining unvested \$75,000 during 2017, as determined by the Compensation Committee. Accordingly, the Quarterly Earnings Goal for the third quarter 2016 and the Total Earnings Goal under this grant were retired.

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2017 Cash Incentive to Mr. Carlson

During 2017, the Compensation Committee determined that Mr. Carlson should receive a grant of a performance-based cash award of five hundred thousand dollars (\$500,000), with such award vesting based upon the following vesting schedules:

As determined by the Executive Compensation Committee, two hundred fifty thousand dollars (\$250,000) of the performance-based cash award granted to Mr. Carlson vests based on achieving certain quarterly earnings goals during 2017 (each a "Quarterly Earnings Goal"), in increments of sixty-two thousand five hundred dollars (\$62,500) in each calendar quarter. The Quarterly Earnings Goals for 2017 were as follows: (i) \$793.2 million in the first quarter 2017; (ii) \$804.5 million in the second quarter 2017; (iii) \$715.2 million in the third quarter 2017; and (iv) \$801.8 million in the fourth quarter 2017.

In the event that a Quarterly Earnings Goal was achieved as of the last day of a given calendar quarter, as determined by the Compensation Committee, the corresponding increment(s) of the performance-based cash award vested contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC. Furthermore, in the event that the Corporation achieved an aggregate amount of earnings for 2017 that was greater than or equal to \$3.1146 billion (the sum of the above Quarterly Earnings Goals (subject to adjustment based upon certain gross subscriber additions during 2017), the "Total Earnings Goal"), as determined by the Compensation Committee, any unvested increment of the two hundred fifty thousand dollars (\$250,000) vested contemporaneously with the filing of the Corporation's financial results for the year ended December 31, 2017, with the SEC.

For purposes of gross subscriber additions, the calculation of "subscribers" is a formula that takes into account, among other things, Pay-TV subscribers. In addition, for purposes of the Quarterly Earnings Goals and the Total Earnings Goal under this performance-based cash award, the calculation of "earnings" is a formula that takes into account, among other things, EBITDA as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee had final authority to, among other things, interpret and calculate any and all aspects of this performance-based cash award, including vesting and all other aspects of calculating the achievement of the goals under this performance-based cash award.

During 2017, we achieved the Quarterly Earnings Goals for the first quarter 2017, the second quarter 2017, and the third quarter 2017, which resulted in the vesting of \$187,500 during 2017, as determined by the Compensation Committee. Accordingly, the Quarterly Earnings Goals for the first quarter 2017, the second quarter 2017, and the third quarter 2017 under this grant were retired. During 2017, we also achieved the Total Earnings Goal, which resulted in the vesting of the remaining unvested \$62,500 during 2018, as determined by the Compensation Committee. Accordingly, the Quarterly Earnings Goal for the fourth quarter 2017 and the Total Earnings Goal under the performance award were retired.

As determined by the Executive Compensation Committee, two hundred fifty thousand dollars (\$250,000) of the performance-based cash award granted to Mr. Carlson vests based on achieving certain quarterly net subscriber additions/losses goals during 2017 (each a "Quarterly Net Subscriber Additions/Losses Goal"), in increments of sixty-two thousand five hundred dollars (\$62,500) in each calendar quarter. The Quarterly Net Subscriber Additions/Losses Goals for 2017 were as follows: (i) (255,981) net subscribers in the first quarter 2017; (ii) (269,037) net subscribers in the second quarter 2017; (iii) (189,362) net subscribers in the third quarter 2017; and (iv) (185,620) net subscribers in the fourth quarter 2017.

In the event that a Quarterly Net Subscriber Additions/Losses Goal was achieved as of the last day of a given calendar quarter, as determined by the Compensation Committee, the corresponding increment(s) of the performance-based cash award vested contemporaneously with the filing of the Corporation's financial results for that quarter or year, as applicable, with the SEC. Furthermore, in the event that the Corporation achieved an aggregate amount of net subscriber additions/losses for 2017 that was greater than or equal to (900,000) subscribers (the sum of the above Quarterly Net Subscriber Additions/Losses Goals, the "Annual Net Subscriber Additions/Losses Goal"), as determined by the Compensation Committee, any unvested increment of the two hundred and fifty thousand dollars (\$250,000) vests contemporaneously with the filing of the Corporation's financial results for the year ended December 31, 2017, with the SEC. During 2017, we only achieved the Quarterly Net Subscriber Additions/Losses Goals for the fourth quarter 2017, which resulted in the vesting of \$62,500 during 2018, as determined by the Compensation Committee. Accordingly, the Quarterly Subscriber Goals for the first quarter 2017, the second quarter 2017, the third quarter 2017, the fourth quarter 2017, and the Annual Net Subscriber Additions/Losses Goal were retired.

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For purposes of net subscriber additions/losses, the calculation of "subscribers" is a formula that takes into account, among other things, certain Pay-TV subscribers. In addition, for purposes of the Quarterly Net Subscriber Additions/Losses Goals and the Annual Net Subscriber Additions/Losses Goal under this performance-based cash award, the calculation of "earnings" is a formula that takes into account, among other things, EBITDA, as set forth in the Corporation's financial results for that quarter or year, as applicable, filed with the SEC. The Compensation Committee has final authority to, among other things, interpret and calculate any and all aspects of this performance-based cash award, including vesting, and all other aspects of calculating the achievement of the goals under this performance-based cash award.

2016 Cash Incentives to Mr. Khemka

The Compensation Committee determined that, on January 1, 2016, Mr. Khemka should receive a grant of performance-based cash award of five-hundred thousand dollars (\$500,000), with such award vesting based upon achieving a certain number of total net Internet protocol television ("IPTV") subscribers during the calendar year (each, a "Net IPTV Subscriber Additions Goal"). The Net IPTV Subscriber Goal was to achieve positive net IPTV subscribers during each calendar year, generally vesting in increments of \$0.10 per positive net IPTV subscriber in such calendar year.

In the event that a Net IPTV Subscriber Additions Goal is achieved as of the last day of any calendar year during the measurement period, the corresponding dollar amount of the performance-based cash award vested contemporaneously with the filing of the Corporation's financial results for that year with the SEC.

For purposes of the Net IPTV Subscriber Goal under this performance-based cash award, the calculation of "total net IPTV subscribers" was a formula that took into account, among other things, subscribers to our Sling TV services. The Compensation Committee had final authority to, among other things, interpret and calculate any and all aspects of this performance-based cash award, including vesting and all other aspects of calculating the achievement of the goal under this performance-based cash award.

During 2016, we achieved the Net IPTV Subscriber Goal for the year ended December 31, 2016, which resulted in the vesting of approximately \$88,000 under this performance-based cash award during 2017, as determined by the Compensation Committee. During 2017, we achieved the Net IPTV Subscriber Goal for the year ended December 31, 2017, which resulted in the vesting of approximately \$71,000 under this performance-based cash award during 2018, as determined by the Compensation Committee.

Following the payment in 2018, no further payments will be made under this performance-based cash award.

401(k) Plan

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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 participate 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 (90) 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 \$2,500 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 matching employer contributions and any annual discretionary profit sharing 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 products and 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.

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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.

Non-Binding Shareholder Advisory Vote on Executive Compensation

DISH Network provided its shareholders with the opportunity to cast a non-binding advisory vote on executive compensation at the annual meeting of shareholders held on May 1, 2017. Over 98% 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 2017 as a direct result of the vote. Also as determined at the annual meeting of shareholders held in May 2017, DISH Network intends to continue to seek a non-binding shareholder advisory vote on executive compensation once every three years.

2017 Executive Compensation

Generally, 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 2017, 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) equity incentives 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 2016 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 in the market 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 2017. However, from time to time, the Compensation Committee has exercised its authority to, among other things, interpret and calculate any and all aspects of performance-based awards under DISH Network's incentive plans, including vesting and all other aspects of calculating the achievement of the goals under such performance-based compensation awards in accordance with their terms.

Compensation of our Chairman and our President and Chief Executive Officer

2017 Base Salary of Chairman. Mr. Ergen's annual base salary for 2017 was determined based on a review by the Compensation Committee of the expected annual base salaries in 2017 of each of DISH Network's other NEOs. The Compensation Committee did not increase Mr. Ergen's salary in 2017. The Compensation Committee noted that Mr. Ergen's base salary continued to be lower than the base salaries of the CEOs of the significant majority of the surveyed companies in the Proxy Data. Mr. Carlson replaced Mr. Ergen as Chief Executive Officer of the Corporation on December 5, 2017.

2017 Base Salary of President and Chief Executive Officer. Mr. Carlson's annual base salary for 2017 was \$500,000 and was increased to \$1,000,000 in December 2017 in connection with his promotion to President and Chief Executive Officer.

2017 Cash Bonus. No discretionary cash bonus was paid to Mr. Ergen or Mr. Carlson in 2017. Mr. Carlson received \$337,500 for the year ended December 31, 2017, under the 2016 and 2017 performance-based cash awards discussed above.

2017 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. As discussed above, Mr. Ergen and Mr. Carlson each received awards under the 2017 LTIP on January 1, 2017. In addition, during December 2017, the Compensation Committee determined that, on January 1, 2018, Mr. Carlson should receive a grant of an option to purchase 200,000 Class A Shares under the 2009 Stock Incentive Plan.

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Compensation of Other Named Executive Officers

2017 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 2017 annual base salary of each of the other NEOs after considering: (a) the NEO's annual base salary in 2016; (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 2017 in relation to a particular NEO in 2017; (e) whether the NEO was promoted or newly hired in 2017; and (f) whether in Mr. Ergen's subjective determination, the NEO's performance in 2016 warranted an increase in the NEO's annual base salary in 2017. Placing primary weight on: (i) the NEO's annual base salary in 2016; and (ii) whether, in Mr. Ergen's subjective view, an increase in 2017 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. McSchooler. Mr. McSchooler's annual base salary for 2017 was increased as a result of his promotion to Executive Vice President, Engineering and Product Development in 2017.

Mr. Khemka. In determining Mr. Khemka's annual base salary for 2017, Mr. Ergen subjectively determined that Mr. Khemka's performance met expectations for 2016 and that Mr. Khemka was therefore eligible for our standard annual merit increase. In addition, Mr. Ergen determined that Mr. Khemka should receive an additional increase in base salary in December 2017 based on Mr. Ergen's subjective determination of the amount required to maintain Mr. Khemka's salary within the range of market compensation and taking into consideration our practices with respect to base salaries.

Mr. Cullen. In determining Mr. Cullen's annual base salary for 2017, Mr. Ergen subjectively determined that Mr. Cullen's performance met expectations for 2016, and that Mr. Cullen was therefore eligible for our standard annual merit increase. In addition, Mr. Ergen determined that Mr. Cullen should receive an additional increase in base salary in December 2017 based on Mr. Ergen's subjective determination of the amount required to maintain Mr. Cullen's salary within the range of market compensation and taking into consideration our practices with respect to base salaries.

Mr. Swain. In determining Mr. Swain's annual base salary for 2017, Mr. Ergen subjectively determined that Mr. Swain's performance met expectations for 2016, and that Mr. Swain was therefore eligible for our standard annual merit increase. In addition, Mr. Ergen determined that Mr. Swain should receive an additional increase in base salary in December 2017 based on Mr. Ergen's subjective determination of the amount required to maintain Mr. Swain's salary within the range of market compensation and taking into consideration our practices with respect to base salaries.

2017 Cash Bonuses.

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 equity incentives, among other things, the Board of Directors and the Compensation Committee elected not to implement a short-term incentive program for 2017. No discretionary cash bonus was paid to Messrs. Khemka, McSchooler, Cullen or Swain during 2017.

As discussed above, Mr. Khemka received approximately \$88,000 during the year ended December 31, 2017, under certain performance-based cash awards discussed above.

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2017 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 2017, Mr. Ergen based his recommendation on, and the Compensation Committee took into account, among other things, what was necessary to retain our executive officers and to align the interests of our executive officers and shareholders. Further, as a result of the Share Exchange Agreement (discussed below), certain employees of EchoStar, including Mr. McSchooler, became employees of DISH Network and forfeited certain EchoStar options. In March 2017, the Board of Directors and Compensation Committee approved a grant of RSUs to the transferred EchoStar employees. Mr. McSchooler received a grant of RSUs on the same terms as all other transferred employees from EchoStar. Furthermore, in connection with the Share Exchange Agreement, the Compensation Committee determined that, on April 1, 2017, Mr. McSchooler should receive a grant of an option to purchase 50,000 Class A Shares and 5,200 RSUs under the 2009 Stock Incentive Plan and a grant of an option to purchase 60,000 Class A Shares under the 2017 LTIP. The Compensation Committee determined that, on July 1, 2017, Mr. Swain should receive a grant of an option to purchase 10,000 Class A Shares under the 2009 Stock Incentive Plan. In addition, as discussed above, Messrs. Khemka, Cullen and Swain received awards under the 2017 LTIP on January 1, 2017 as discussed above. Finally, during December 2017, the Compensation Committee determined that, on January 1, 2018, Mr. Cullen and Mr. Khemka should each receive a grant of an option to purchase 100,000 Class A Shares and Mr. Swain should receive a grant of an option to purchase 50,000 Class A Shares, each under the 2009 Stock Incentive Plan.

COMPENSATION COMMITTEE REPORT

The Compensation Committee is appointed by the Board of Directors of DISH Network 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 the Board of Directors 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)
Charles M. Lillis
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 information 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.

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EXECUTIVE COMPENSATION AND OTHER INFORMATION

Compensation Program Risk Assessment

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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 2017 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;
- 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.

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 2017, 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 base 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 but is intended to 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.

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DISH Network generally grants equity incentives only to a limited number of employees at certain levels. The awards generally vest annually at the rate of 20% per year. We generally use multi-year vesting of our equity awards to account for the appropriate 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, 2017 for the NEOs.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (1) (\$)	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), (4) <i>Chairman</i>	2017	\$ 1,000,000	\$ —	\$ 6,389	\$ 654,033	\$ —	\$ —	\$ 786,021	\$ 2,446,443
	2016	\$ 1,000,000	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 656,833	\$ 1,656,833
	2015	\$ 972,308	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 368,467	\$ 1,340,775
Jeffrey L. McSchooler <i>Executive Vice President Engineering and Broadcast</i>	2017	\$ 290,774	\$ —	\$ 336,537	\$ 1,458,369	\$ —	\$ —	\$ 2,910	\$ 2,088,590
W. Erik Carlson (3), (5) <i>President and Chief Executive Officer</i>	2017	\$ 519,231	\$ —	\$ 6,389	\$ 654,033	\$ 337,500	\$ —	\$ 7,020	\$ 1,524,173
	2016	\$ 515,000	\$ —	\$ —	\$ 3,174,500	\$ 150,000	\$ —	\$ 6,980	\$ 3,846,480
Vivek Khemka (6) <i>Executive Vice President and Chief Technology Officer</i>	2017	\$ 492,308	\$ —	\$ 6,389	\$ 654,033	\$ 87,813	\$ —	\$ 7,020	\$ 1,247,563
Thomas A. Cullen <i>Executive Vice President Corporate Development</i>	2017	\$ 509,615	\$ —	\$ 6,389	\$ 654,033	\$ —	\$ —	\$ 13,742	\$ 1,183,779
Steven E. Swain <i>Senior Vice President and Chief Financial Officer</i>	2017	\$ 386,539	\$ —	\$ 6,389	\$ 487,698	\$ —	\$ —	\$ 7,020	\$ 887,646
	2016	\$ 357,539	\$ —	\$ —	\$ 186,725	\$ —	\$ —	\$ 7,020	\$ 551,284
	2015	\$ 330,000	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 7,020	\$ 337,020

(1) The amounts reported 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.

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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 of 2017 Performance Awards
Charles W. Ergen	\$ 878,433
Jeffrey L. McSchooler	\$ 838,027
W. Erik Carlson	\$ 878,433
Vivek Khemka	\$ 878,433
Thomas A. Cullen	\$ 878,433
Steven E. Swain	\$ 442,411

Assumptions used in the calculation of grant date fair values are included in Note 13 to the Corporation's audited financial statements for the fiscal year ended December 31, 2017, included in the Corporation's Annual Report on Form 10-K filed with the SEC on February 21, 2018.

- (2) "All Other Compensation" for all of the NEOs includes amounts contributed pursuant to our 401(k) matching program, our health savings account program and our profit sharing program. Mr. Cullen's "All Other Compensation" for 2017 also includes the personal use of corporate aircraft by members of his family during the year ended December 31, 2017.
- (3) Mr. Carlson replaced Mr. Ergen as Chief Executive Officer of the Corporation on December 5, 2017.
- (4) Mr. Ergen's "All Other Compensation" for 2017 also includes a tax preparation payment. In addition, Mr. Ergen's "All Other Compensation" for 2017 includes \$719,881 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, 2017. We calculated the value of personal use of corporate aircraft based upon the incremental cost of such usage to DISH Network. 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.
- (5) Mr. Carlson's "Non-Equity Incentive Plan Compensation" for 2017 was received under the performance-based cash awards discussed above.
- (6) Mr. Khemka's "Non-Equity Incentive Plan Compensation" for 2017 was received under the performance-based cash award discussed above.

CEO Pay Ratio

The Dodd-Frank Reform and Consumer Protection Act includes a mandate that public companies disclose the ratio of the compensation of their Chief Executive Officer to their median employee. We determined the pay ratio by dividing the total 2017 compensation of Mr. Carlson, our Chief Executive Officer, as disclosed in the Summary Compensation Table by the total 2017 compensation of the median employee, using the same components of compensation as used in the Summary Compensation Table for the Chief Executive Officer. Our median employee for 2017 was determined using the compensation of all employees who were actively employed on December 22, 2017 (the "Measurement Date"). We used all employees' year-to-date cash compensation as of the Measurement Date to determine the median employee.

The total compensation of our median employee, using the same methodology we use for Mr. Carlson's Summary Compensation Table compensation, is \$46,778 and total compensation of Mr. Carlson is \$1,524,173. Therefore, our Chief Executive Officer to median employee pay ratio calculation is approximately 33:1.

The SEC's rules for identifying the median compensated employee and calculating the pay ratio based on that employee's annual total compensation allow companies to adopt a variety of methodologies, to apply certain exclusions, and to make reasonable estimates and assumptions that reflect their employee populations and compensation practices. As a result, the pay ratio reported by other companies may not be comparable to the pay ratio reported above, as other companies have

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different employee populations and compensation practices and may utilize different methodologies, exclusions, estimates and assumptions in calculating their own pay ratios.

Grant of Plan-Based Awards

The following table provides information on equity awards in 2017 for the NEOs.

Name	Grant Date	Date of Compensation Committee Approval	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			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 (2)
			Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)				
Charles W. Ergen	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	60,000	—	—	\$ 57.93	\$ 654,033
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
Jeffrey L. McSchooler	04/01/2017	03/31/2017	\$ —	\$ —	\$ —	—	—	60,000	5,200	50,000	\$ 63.49	\$ 1,788,517
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
W. Erik Carlson	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	60,000	—	—	\$ 57.93	\$ 654,033
	05/01/2017	05/01/2017	\$ —	\$ —	\$ 500,000	—	—	—	—	—	\$ —	—
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
Vivek Khemka	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	60,000	—	—	\$ 57.93	\$ 654,033
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
Thomas A. Cullen	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	60,000	—	—	\$ 57.93	\$ 654,033
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389
Steven E. Swain	01/01/2017	12/02/2016	\$ —	\$ —	\$ —	—	—	30,000	—	—	\$ 57.93	\$ 327,017
	04/03/2017	02/06/2017	\$ —	\$ —	\$ —	—	—	—	69	—	\$ —	—
	07/01/2017	05/01/2017	\$ —	\$ —	\$ —	—	—	—	—	10,000	\$ 62.76	\$ 160,681
	07/07/2017	06/13/2017	\$ —	\$ —	\$ —	—	100	—	—	—	\$ —	6,389

(1) The amounts reported in the "All Other Stock Awards" column represent Class A Shares awarded to the eligible NEOs during 2017 pursuant to our profit sharing program.

(2) 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

	2017 Performance Awards
Charles W. Ergen	\$ 878,433
Jeffrey L. McSchooler	\$ 838,027
W. Erik Carlson	\$ 878,433
Vivek Khemka	\$ 878,433
Thomas A. Cullen	\$ 878,433
Steven E. Swain	\$ 442,411

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Assumptions used in the calculation of grant date fair values are included in Note 13 to the Corporation's audited financial statements for the fiscal year ended December 31, 2017, included in the Corporation's Annual Report on Form 10-K filed with the SEC on February 21, 2018.

Outstanding Equity Awards at Fiscal Year-End

The following table provides information on outstanding equity awards at fiscal year-end 2017 for the NEOs

Name	Option Awards					Stock Awards				
	Number of Securities Underlying Unexercised Options (#)	Number of Securities Underlying Unexercised Options (#)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised 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 (\$)	
Charles W. Ergen	660,000	—	540,000	\$ 27.90	09/30/2021(2)	—	\$ —	—	\$ —	—
	12,000	—	48,000	\$ 36.40	01/01/2023	—	\$ —	24,000(3)	\$ —	1,146,000
	—	—	60,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
Jeffrey L. McSchooler	—	50,000	60,000	\$ 63.49	04/01/2027	—	\$ —	4,160(5)	\$ —	198,640
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
W. Erik Carlson	6,000	—	—	\$ 21.59	03/31/2021(2)	—	\$ —	—	\$ —	—
	—	—	48,000	\$ 36.40	01/01/2023	—	\$ —	24,000(3)	\$ —	1,146,000
	40,000	160,000	—	\$ 57.18	01/01/2026	—	\$ —	—	\$ —	—
	—	—	60,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
Vivek Khemka	5,000	—	—	\$ 11.44	06/30/2019	—	\$ —	—	\$ —	—
	2,000	—	—	\$ 21.59	03/31/2021	—	\$ —	—	\$ —	—
	3,000	—	12,000	\$ 36.40	01/01/2023	—	\$ —	6,000(3)	\$ —	286,500
	3,000	—	12,000	\$ 38.04	01/01/2023	—	\$ —	6,000(6)	\$ —	286,500
	—	—	15,000	\$ 57.18	01/01/2023	—	\$ —	7,500(7)	\$ —	358,125
	20,000	5,000	—	\$ 38.04	04/01/2023	—	\$ —	—	\$ —	—
	20,000	80,000	—	\$ 57.18	01/01/2026	—	\$ —	—	\$ —	—
	—	—	60,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
Thomas A. Cullen	50,000	—	—	\$ 6.32	12/31/2018(2)	—	\$ —	—	\$ —	—
	—	—	600,000	\$ 15.38	06/30/2020	—	\$ —	200,000(8)	\$ —	9,550,000
	12,000	—	48,000	\$ 36.40	01/01/2023	—	\$ —	24,000(3)	\$ —	1,146,000
	—	—	60,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775
Steven E. Swain	—	—	12,000	\$ 36.40	01/01/2023	—	\$ —	6,000(3)	\$ —	286,500
	—	—	12,000	\$ 65.61	01/01/2023	—	\$ —	6,000(9)	\$ —	286,500
	15,000	10,000	—	\$ 65.61	07/01/2024	—	\$ —	—	\$ —	—
	3,000	12,000	—	\$ 46.29	04/01/2026	—	\$ —	—	\$ —	—
	—	—	30,000	\$ 57.93	01/01/2027	—	\$ —	—	\$ —	—
	—	10,000	—	\$ 62.76	07/01/2027	—	\$ —	—	\$ —	—
	—	—	—	\$ —	—	—	\$ —	100(4)	\$ —	4,775

(1) Amount represents the number of unvested, performance-based restricted stock units multiplied by \$47.75, the closing market price of DISH Network's Class A Shares on December 29, 2017.

- (2) 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, our Board of Directors and 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 during January 2013.
- (3) Restricted stock awarded on January 1, 2013 under DISH Network's Stock Incentive Plans.
- (4) Restricted stock awarded on July 7, 2017 under DISH Network's Stock Incentive Plans.
- (5) Restricted stock awarded on April 1, 2017 under DISH Network's Stock Incentive Plans.
- (6) Restricted stock awarded on April 1, 2013 under DISH Network's Stock Incentive Plans.
- (7) Restricted stock awarded on January 1, 2016 under DISH Network's Stock Incentive Plans.
- (8) Restricted stock awarded on June 30, 2010 under DISH Network's Stock Incentive Plans.
- (9) Restricted stock awarded on April 1, 2015 under DISH Network's Stock Incentive Plans.

Option Exercises and Stock Vested

The following table provides information on option exercises and stock vested in 2017 for the NEOs

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (1) (\$)	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)
Charles W. Ergen	100,000	\$ 3,233,000	—	\$ —
Jeffrey L. McSchooler	—	\$ —	1,040	\$ 60,518
Thomas A. Cullen	60,000	\$ 2,454,000	—	\$ —

(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 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

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Assuming a change in control were to have taken place as of December 31, 2017, and the executives were 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	\$ —
Jeffrey L. McSchooler	\$ —
W. Erik Carlson	\$ —
Vivek Khemka	\$ —
Thomas A. Cullen	\$ —
Steven E. Swain	\$ 17,520

DIRECTOR COMPENSATION

The following table sets forth the cash and noncash compensation for the fiscal year ended December 31, 2017 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 (\$)
George R. Brokaw	\$ 77,000	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 135,538
Steven R. Goodbarn	\$ 74,500	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 133,038
Charles M. Lillis	\$ 71,500	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 130,038
Afshin Mohebbi	\$ 71,500	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 130,038
Tom A. Ortolf	\$ 72,000	\$ —	\$ 58,538	\$ —	\$ —	\$ —	\$ 130,538

(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 13 to the Corporation's audited financial statements for the fiscal year ended December 31, 2017, included in the Corporation's Annual Report on Form 10-K filed with the SEC on February 21, 2018.

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On January 1, 2017, Mr. Brokaw, Mr. Goodbarn, Mr. Lillis, Mr. Mohebbi, and Mr. Ortolf were each granted an option to acquire 5,000 Class A Shares at an exercise price of \$57.93 per share under our 2001 Director Plan. 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; 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; provided that if there is more than one meeting of the Board of Directors and/or any committee thereof on the same day, then the applicable nonemployee director is only entitled to receive compensation for attendance at a single meeting. Additionally, the chairperson of each committee of the Board receives a \$5,000 annual retainer, which is paid in equal quarterly installments; 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.

In May 2016, the Board approved a monthly retainer of \$5,000 (not to exceed a total of \$25,000) for each of Messrs. Brokaw, Lillis, and Mohebbi in connection with certain additional strategic services that they provided for the Board. During 2016, Messrs. Brokaw, Lillis, and Mohebbi each received \$20,000 in connection with such services provided to the Corporation in 2016. During 2017, Messrs. Brokaw, Lillis, and Mohebbi each received \$5,000 in connection with such services provided to the Corporation in 2016.

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 Director Plan effective as of the first day of the next calendar quarter. Options granted under our 2001 Director Plan are

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100% vested upon issuance and have a term of five years. We also have the discretion to grant each continuing nonemployee director an option to acquire Class A Shares annually, and we have typically granted each continuing nonemployee director an option to acquire 5,000 Class A Shares in recent years.

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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 plan:

Name	Option Awards		
	Number of Securities Underlying Unexercised Options (#) Exercisable	Option Exercise Price (\$)	Option Expiration Date
George R. Brokaw	7,500	\$ 57.92	01/01/19
	5,000	\$ 72.89	01/01/20
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	Total Options Outstanding at December 31, 2017	22,500	
Steven R. Goodbarn	2,000	\$ 42.52	06/30/18
	5,000	\$ 72.89	01/01/20
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	Total Options Outstanding at December 31, 2017	17,000	
Charles M. Lillis	7,500	\$ 57.92	01/01/19
	5,000	\$ 72.89	01/01/20
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	Total Options Outstanding at December 31, 2017	22,500	
Afshin Mohebbi	8,750	\$ 63.60	10/01/19
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	Total Options Outstanding at December 31, 2017	18,750	
Tom A. Ortolf	5,000	\$ 42.52	06/30/18
	5,000	\$ 72.89	01/01/20
	5,000	\$ 57.18	01/01/21
	5,000	\$ 57.93	01/01/22
	Total Options Outstanding at December 31, 2017	20,000	

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EQUITY COMPENSATION PLAN INFORMATION

We have two employee stock incentive plans: (i) our 1999 Stock Incentive Plan and (ii) our 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 1999 Stock Incentive Plan, we no longer grant equity awards pursuant to this plan. 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, 2017, 64,162,183 of our Class A Shares were available for issuance under the 2009 Stock Incentive Plan. Our authorization to grant new awards under the 1999 Stock Incentive Plan has expired. The Compensation Committee retains discretion, subject to plan limits, to, among other things, modify the terms of outstanding awards and to adjust the price of awards.

As of December 31, 2017, there were outstanding options to purchase 8,847,734 Class A Shares and 2,484,720 outstanding restricted stock units/awards 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 \$80.00 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, our Board of Directors and 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 during January 2013.

As previously discussed in Compensation Discussion & Analysis, we have adopted the 2013 LTIP and the 2017 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, 2017:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants	Weighted-Average Exercise Price of Outstanding Options, Warrants	Number of Securities Remaining Available for Future Issuance Under the Plans
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	and Rights (a)	and Rights (b) (1)	securities reflected in column (a) (c)
Equity compensation plans approved by security holders	11,332,454	\$ 43 90	64,973,433
Equity compensation plans not approved by security holders	—	—	—
Total	11,332,454	\$ 43 90	64,973,433

- (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 generally 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, DISH Network and EchoStar have operated as separate publicly-traded companies and neither entity has any ownership interest in the other. However, a substantial majority of the voting power of the shares of both companies is owned beneficially by Charles W. Ergen, our Chairman, and by certain trusts established by Mr. Ergen for the benefit of his family.

Prior to completion of the Share Exchange (discussed below), EchoStar was our primary supplier of set-top boxes and digital broadcast operations. EchoStar is a supplier of the vast majority of our 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 our principal agreements with EchoStar that may have an impact on our financial condition and results of operations.

Share Exchange Agreement

On January 31, 2017, we and our indirect wholly-owned subsidiaries DISH Network L.L.C. (“DNLLC”) and DISH Operating L.L.C. (“DOLLC”), entered into a Share Exchange Agreement (the “Share Exchange Agreement”) with EchoStar, EchoStar Broadcasting Holding Parent L.L.C., an indirect wholly-owned subsidiary of EchoStar (“EB Holdco”), EchoStar Broadcasting Holding Corporation, a direct, wholly-owned subsidiary of EB Holdco (“EB Splitco”), EchoStar Technologies Holding Corporation, a direct wholly-owned subsidiary of EchoStar (“ET Splitco”), and EchoStar Technologies L.L.C., a direct wholly-owned subsidiary of EchoStar (“ETLLC”). On February 28, 2017, we and EchoStar completed the transactions contemplated by the Share Exchange Agreement (the “Share Exchange”).

Pursuant to the Share Exchange Agreement, among other things: (i) EchoStar completed the steps necessary for certain assets and liabilities of the EchoStar technologies and EchoStar broadcasting businesses, consisting primarily of the businesses that design, develop, and distribute digital set-top boxes, provide satellite uplinking services, and develop and support streaming video technology, as well as certain investments in joint ventures, spectrum licenses, real estate properties, and EchoStar’s ten percent non-voting interest in Sling TV Holding L.L.C. (the “Transferred Businesses”), to be transferred to EB Splitco and ET Splitco; and (ii) EchoStar transferred to us 100% of the equity of EB Splitco and ET Splitco, and in exchange, we transferred to EchoStar the 6,290,499 shares of preferred tracking stock issued by EchoStar (the “EchoStar Tracking Stock”) and 81,128 shares of preferred tracking stock issued by Hughes Satellite Systems Corporation, a subsidiary of EchoStar (“HSSC”), (the “HSSC Tracking Stock,” and together with the EchoStar Tracking Stock, collectively, the “Tracking Stock”), that track the residential retail satellite broadband business of Hughes Network Systems, LLC, a wholly-owned subsidiary of HSSC (“HNS”). The Share Exchange was structured in a manner to be a tax-free exchange for each of us and EchoStar.

In connection with the Share Exchange Agreement, we and EchoStar and certain of their subsidiaries entered into certain agreements covering, among other things, tax matters, employee matters, intellectual property matters, and the provision of transitional services. In addition, certain of the agreements with EchoStar described below have terminated, and we have entered into certain new agreements with EchoStar described below.

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 provided us with certain services relating to the development of web-based applications for set-top boxes for a period ending on February 1, 2017. As a result of the completion of the Share Exchange on February 28, 2017, the Application Development Agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of approximately \$2 million under the Application Development Agreement during the year ended December 31, 2017.

Broadcast Agreement. Effective January 1, 2012, we and EchoStar entered into a broadcast agreement (the “2012 Broadcast Agreement”) pursuant to which EchoStar provided broadcast services to us, including teleport services such as transmission and downlinking, channel origination services, and channel management services, for the period from January 1, 2012 to December 31, 2016. In November 2016, we and EchoStar amended the 2012 Broadcast Agreement to extend the term thereof for one additional year until December 31, 2017. The fees for services provided under the 2012 Broadcast Agreement were calculated at either: (a) EchoStar’s cost of providing the relevant service plus a fixed dollar fee, which was subject to certain adjustments; or (b) EchoStar’s cost of providing the relevant service plus a fixed margin, which depended on the nature of the services provided. As a result of the completion of the Share Exchange on February 28, 2017, the 2012 Broadcast Agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of approximately \$35 million under the 2012 Broadcast Agreement during the year ended December 31, 2017.

Broadcast Agreement for Certain Sports Related Programming. In May 2010, we and EchoStar entered into a broadcast agreement pursuant to which EchoStar provided certain broadcast services to us in connection with our carriage of certain sports-related programming. The term of this agreement was for ten years. The fees for the broadcast services provided under this agreement depended, among other things, upon the cost to develop and provide such services. As a result of the completion of the Share Exchange on February 28, 2017, this broadcast agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under this broadcast agreement during the year ended December 31, 2017.

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DISH Remote Access Services Agreement Effective February 23, 2010, we entered into an agreement with EchoStar pursuant to which we received, among other things, certain remote DVR management services. The fees for the services provided under this services agreement depended, among other things, upon the cost to develop and operate such services. As a result of the completion of the Share Exchange on February 28, 2017, this services agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under the remote access services agreement during the year ended December 31, 2017.

DISHOnline.com Services Agreement Effective January 1, 2010, we entered into a two-year agreement with EchoStar pursuant to which we received certain services associated with an online video portal. The fees for the services provided under this services agreement depended, among other things, upon the cost to develop and operate such services. As a result of the completion of the Share Exchange on February 28, 2017, this services agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under the DISHOnline.com services agreement during the year ended December 31, 2017.

Employee Matters Agreement In connection with the completion of the Share Exchange, effective March 1, 2017, we and EchoStar entered into an Employee Matters Agreement that addresses the transfer of employees from EchoStar to us, including certain benefit and compensation matters and the allocation of responsibility for employee-related liabilities relating to current and past employees of the Transferred Businesses. We assumed employee-related liabilities relating to the Transferred Businesses as part of the Share Exchange, except that EchoStar will be responsible for certain existing employee-related litigation as well as certain pre-Share Exchange compensation and benefits for employees transferring to us in connection with the Transaction.

Hughes Agreements.

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"). During the second quarter 2011, EchoStar acquired Hughes Communications, Inc. ("Hughes"). Prior to our acquisition of DBSD North America and EchoStar's acquisition of Hughes, DBSD North

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America and HNS 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 generally may be terminated by us at any time for convenience. We incurred expenses payable to HNS of approximately \$2 million under this agreement during the year ended December 31, 2017.

Hughes Broadband Distribution Agreement Effective October 1, 2012, dishNET Satellite Broadband L.L.C. ("dishNET Satellite Broadband"), our indirect 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 also provides that dishNET Satellite Broadband has the right, but not the obligation, to purchase certain broadband equipment from HNS to support the sale of the Service. As part of the Satellite and Tracking Stock Transaction, on February 20, 2014, dishNET Satellite Broadband and HNS amended the Distribution Agreement which, among other things, extended the initial term of the Distribution Agreement through March 1, 2024. Thereafter, the Distribution Agreement automatically renews 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 \$74 million under the Distribution Agreement during the year ended December 31, 2016 for services from HNS. We did not purchase any broadband customer premise equipment from HNS during the year ended December 31, 2017.

Hughes Broadband Master Services Agreement. In March 2017, DNLLC and HNS entered into a master service agreement (the "MSA") pursuant to which DNLLC, among other things: (i) has the right, but not the obligation, to market, promote and solicit orders for the Hughes broadband satellite service and related equipment; and (ii) install Hughes service equipment with respect to activations generated by DNLLC. Under the MSA, HNS will make certain payments to DNLLC for each Hughes service activation generated, and installation performed, by DNLLC. The MSA has an initial term of five years with automatic renewal for successive one year terms. After the first anniversary of the MSA, either party has the ability to terminate the MSA, in whole or in part, for any reason upon at least 90 days' notice to the other party. Upon expiration or termination of the MSA, HNS will continue to provide the Hughes service to subscribers and make certain payments to DNLLC pursuant to the terms and conditions of the MSA. We purchased broadband equipment from HNS of \$22 million under the MSA during the year ended December 31, 2017.

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 acquisition of Hughes, 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 million under these agreements during the year ended December 31, 2017.

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. Pursuant to the intellectual property matters agreement, 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. As a result of the completion of the Share Exchange Agreement on February 28, 2017, the Intellectual Property Matters Agreement with EchoStar has terminated. There were no payments under the intellectual property matters agreement during the year ended December 31, 2017.

Intellectual Property and Technology License Agreement In connection with the completion of the Share Exchange, effective March 1, 2017, we and EchoStar entered into an Intellectual Property and Technology License Agreement ("IPTLA"), pursuant to which we and EchoStar license to each other certain intellectual property and technology. The IPTLA will continue in perpetuity, unless mutually terminated by the parties. Pursuant to the IPTLA, EchoStar granted to us a license

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to its intellectual property and technology for use by us in connection with our continued operation of the Transferred Businesses acquired pursuant to the Share Exchange Agreement, including a limited license to use the "ECHOSTAR" trademark during a transition period. EchoStar retains full ownership of the "ECHOSTAR" trademark. In addition, we granted a license back to EchoStar for the continued use of all intellectual property and technology that is used in EchoStar's retained businesses but the ownership of which was transferred to us pursuant to the Share Exchange Agreement.

Invidi. In November 2010 and April 2011, EchoStar made investments in Invidi Technologies Corporation ("Invidi") in exchange for shares of Invidi's Series D Preferred Stock. In November 2016, we, DIRECTV, LLC, a wholly-owned indirect subsidiary of AT&T Inc., and Cavendish Square Holding B.V., an affiliate of WPP plc, entered into a series of agreements to acquire Invidi. As a result of the transaction, EchoStar sold its ownership interest in Invidi on the same terms offered to the other shareholders of Invidi. The transaction closed in January 2017.

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 In December 2016, we and EchoStar independently exercised our respective options to extend each Cross-License Agreement 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 The aggregate additional payments to such third-party was less than \$3 million No payments were made under the Cross-License Agreements during the year ended December 31, 2017

Product Support Agreement. In connection with the Spin-off, we entered into a product support agreement pursuant to which we had 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 were calculated at cost plus a fixed margin, which varied depending on the nature of the services provided The term of the product support agreement was the economic life of such receivers and related accessories, unless terminated earlier As a result of the completion of the Share Exchange on February 28, 2017, the product support agreement with EchoStar has terminated We incurred expenses payable to EchoStar of approximately \$13 million under the product support agreement during the year ended December 31, 2017

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 Prior to the completion of the Share Exchange Agreement on February 28, 2017, Mr. Vivek Khemka, our Executive Vice President and Chief Technology Officer, also provided services pursuant to the Professional Services Agreement to EchoStar as the President of EchoStar Technologies L L C 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 renewed on January 1, 2017 for an additional one-year period until January 1, 2018 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 In connection with the completion of the Share Exchange on February 28, 2017, we and EchoStar amended the Professional Services Agreement to, among other things, provide certain transition services to each other related to the Share Exchange Agreement We earned revenues of approximately \$3 million from EchoStar under the Professional Services Agreement during the year ended December 31, 2017 We incurred expenses payable to EchoStar of approximately \$16 million under the Professional Services Agreement during the year ended December 31, 2017

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 \$15 million under these real estate lease agreements during the year ended December 31, 2017 The term of each lease is set forth below:

- **Meridian Lease Agreement.** The lease for all of 9601 S Meridian Blvd in Englewood, Colorado was for a period ending on December 31, 2017 In December 2017, we and EchoStar amended this lease to, among other things, extend the term thereof for one additional year until December 31, 2018
- **Santa Fe Lease Agreement.** The lease for all of 5701 S Santa Fe Dr in Littleton, Colorado was for a period ending on December 31, 2017 In December 2017, we and EchoStar amended this lease to, among other things, extend the term thereof for one additional year until December 31, 2018
- **Cheyenne Lease Agreement.** The lease for certain space at 530 EchoStar Drive in Cheyenne, Wyoming is for a period ending on December 31, 2031 In connection with the completion of the Share Exchange, EchoStar transferred ownership of a portion of this property to us, and, effective March 1, 2017, we and EchoStar amended this lease agreement to: (i) terminate the lease of certain space at the portion of the property that was transferred to us; and (ii) provide for the continued lease to us of certain space at the portion of the property that EchoStar retained
- **100 Inverness Lease Agreement** In connection with the completion of the Share Exchange, effective March 1, 2017, we lease from EchoStar certain space at 100 Inverness Circle East, Englewood, Colorado for a period ending in December 2020 This agreement may be terminated by either party upon 180 days’ prior notice

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 \$2 million from EchoStar under these real estate leases during both the year ended December 31, 2017 The term of each lease is set forth below:

- **El Paso Lease Agreement.** During 2012, we began leasing certain space at 1285 Joe Battle Blvd, El Paso, Texas to EchoStar for an initial period ending on August 1, 2015, which also provides EchoStar with renewal options for four consecutive three-year terms During the second quarter 2015, EchoStar exercised its first renewal option for a period ending on August 1, 2018
- **90 Inverness Lease Agreement** In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 90 Inverness Circle East, Englewood, Colorado for a period ending in February 2022 EchoStar has the option to renew this lease for four three-year periods
- **Cheyenne Lease Agreement** In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 530 EchoStar Drive, Cheyenne, Wyoming for a period ending in February 2019 EchoStar has the option to renew this lease for thirteen one-year periods
- **Gilbert Lease Agreement** In connection with the completion of the Share Exchange, effective March 1, 2017, EchoStar leases certain space from us at 801 N DISH Dr, Gilbert, Arizona for a period ending in March 2019 EchoStar has the option to renew this lease for thirteen one-year periods
- **American Fork Occupancy License Agreement.** In connection with the completion of the Share Exchange, effective March 1, 2017, we acquired the lease for certain space at 796 East Utah Valley Drive, American Fork, Utah, and we sublease certain space at this location to EchoStar for a period ending in August 2017 In June 2017, EchoStar exercised its five-year renewal option for a period ending in August 2022
- **Collocation and Antenna Space Agreements** In connection with the completion of the Share Exchange, effective March 1, 2017, we entered into certain agreements pursuant to which we will provide certain collocation and antenna space to HNS through February 2022 at the following locations: Cheyenne, Wyoming; Gilbert, Arizona; New Braunfels, Texas; Monee, Illinois; Englewood, Colorado; and Spokane, Washington During August 2017, we entered into certain other agreements pursuant to which we will provide certain collocation and antenna space to HNS through August 2022 at the following locations: Monee, Illinois and Spokane, Washington HNS has the

option to renew each of these agreements for four three-year periods. HNS may terminate certain of these agreements with 180 days' prior written notice to us at the following locations: New Braunfels, Texas; Englewood, Colorado; and Spokane, Washington. The fees for the services provided under these agreements depend, among other things, on the number of racks leased and/or antennas present at the location.

Receiver Agreement. Effective January 1, 2012, we and EchoStar entered into a receiver agreement (the "2012 Receiver Agreement") pursuant to which we had the right, but not the obligation, to purchase digital set-top boxes, related accessories, and other equipment. In November 2016, we and EchoStar amended the 2012 Receiver Agreement to extend the term thereof for one additional year until December 31, 2017. The 2012 Receiver Agreement allowed us to purchase digital set-top boxes, related accessories, and other equipment from EchoStar either: (i) at a cost (decreasing as EchoStar reduced costs and increasing as costs increase) plus a dollar mark-up which depended upon the cost of the product subject to a collar on EchoStar's mark-up; or (ii) at cost plus a fixed margin, which depended on the nature of the equipment purchased. Under the 2012 Receiver Agreement, EchoStar's margins increased if they were able to reduce the costs of their digital set-top boxes and their margins reduced if these costs increased. EchoStar provided us with standard manufacturer warranties for the goods sold under the 2012 Receiver Agreement. Additionally, the 2012 Receiver Agreement included an indemnification provision, whereby the parties indemnify each other for certain intellectual property matters. As a result of the completion of the Share Exchange on February 28, 2017, the 2012 Receiver Agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of approximately \$67 million under the 2012 Receiver Agreement during the year ended December 31, 2017. Included in this amount are purchases of certain broadband customer premise equipment from EchoStar under the 2012 Receiver Agreement.

Rovi License Agreement. On August 19, 2016, we entered into a ten-year patent license agreement (the "Rovi License Agreement") with Rovi Corporation ("Rovi") and, for certain limited purposes, EchoStar. EchoStar is a party to the Rovi License Agreement solely with respect to certain provisions relating to the prior patent license agreement between EchoStar and Rovi. There were no payments between us and EchoStar under the Rovi License Agreement during the year ended December 31, 2017.

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 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, the number of transponders that are leased on the applicable satellite and the length of the lease. We incurred expenses payable to EchoStar of approximately \$343 million under satellite capacity agreements during the year ended December 31, 2017. The term of each lease is set forth below:

EchoStar VII, X, XI and XIV. On March 1, 2014, we began leasing all available capacity from EchoStar on the EchoStar VII, X, XI and XIV satellites. The term of each satellite capacity agreement generally terminates upon the earlier of: (i) the end-of-life of the satellite; (ii) the date the satellite fails; or (iii) a certain date, which depends upon, among other things, the estimated useful life of the satellite. We generally have the option to renew each satellite capacity agreement 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.

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.

EchoStar XII. The lease for EchoStar XII expired as of September 30, 2017.

EchoStar XVI. In 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 in November 2012 to replace EchoStar XV at the 61.5 degree orbital location and is currently in service. 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. In July 2016, we and EchoStar amended the transponder service agreement to, among other things, extend the initial term by one additional year and to reduce the term of the first renewal option by one year. Prior to expiration of the initial term, we had the option to renew.

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for an additional five-year period. In May 2017, we exercised our first renewal option for an additional five-year period ending in January 2023. We also have the option to renew for an additional five-year period prior to expiration of the first renewal period in January 2023. There can be no assurance that the option to renew this agreement will be exercised.

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 the Nimiq 5 satellite 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.

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. 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 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 first quarter 2013, we and EchoStar entered into an agreement pursuant to which we sublease five DBS transponders back to EchoStar. In January 2013, QuetzSat-1 was moved to the 77 degree orbital location and we commenced commercial operations at that location 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.

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103 Degree Orbital Location/SES-3. In May 2012, EchoStar entered into a spectrum development agreement (the “103 Spectrum Development Agreement”) with Ciel Satellite Holdings Inc (“Ciel”) to develop certain spectrum rights at the 103 degree orbital location (the “103 Spectrum Rights”). In June 2013, we and EchoStar entered into a spectrum development agreement (the “DISH 103 Spectrum Development Agreement”) pursuant to which we may use and develop the 103 Spectrum Rights. Unless earlier terminated under the terms and conditions of the DISH 103 Spectrum Development Agreement, the term generally will continue for the duration of the 103 Spectrum Rights.

In connection with the 103 Spectrum Development Agreement, in May 2012, EchoStar also entered into a ten-year service agreement with Ciel pursuant to which EchoStar leases certain satellite capacity from Ciel on the SES-3 satellite at the 103 degree orbital location (the “103 Service Agreement”). In June 2013, we and EchoStar entered into an agreement pursuant to which we lease certain satellite capacity from EchoStar on the SES-3 satellite (the “DISH 103 Service Agreement”). Under the terms of the DISH 103 Service Agreement, we make certain monthly payments to EchoStar through the service term. Unless earlier terminated under the terms and conditions of the DISH 103 Service Agreement, the initial service term will expire on the earlier of: (i) the date the SES-3 satellite fails; (ii) the date the transponder(s) on which service was being provided under the agreement fails; or (iii) ten years following the actual service commencement date. Upon in-orbit failure or end of life of the SES-3 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 we will exercise our option to receive service on a replacement satellite.

Satellite and Tracking Stock Transaction with EchoStar. On February 20, 2014, we entered into agreements with EchoStar to implement a transaction pursuant to which, among other things: (i) on March 1, 2014, we transferred to EchoStar and HSSC five satellites (EchoStar I, EchoStar VII, EchoStar X, EchoStar XI and EchoStar XIV (collectively, the “Transferred Satellites”), including related in-orbit incentive obligations and cash interest payments of approximately \$59 million and approximately \$11 million in cash in exchange for the Tracking Stock; and (ii) beginning on March 1, 2014, we lease back all available satellite capacity on the Transferred Satellites (collectively, the “Satellite and Tracking Stock Transaction”). The Satellite and Tracking Stock Transaction is further described below:

Transaction Agreement. On February 20, 2014, DOLLC and DNLLC (collectively, the “DISH Investors”) and EchoStar XI Holding L L C, all indirect wholly-owned subsidiaries of us, entered into a transaction Agreement (the “Transaction Agreement”) with EchoStar, HSSC, and Alpha Company LLC, a wholly-owned subsidiary of EchoStar, pursuant to which, on March 1, 2014, we, among other things, transferred to EchoStar and HSSC the Transferred Satellites (including related in-orbit incentive obligations and cash interest payments of approximately \$59 million) and approximately \$11 million in cash in exchange for the Tracking Stock. The Tracking Stock generally tracked the residential retail satellite broadband business of HNS, including without limitation, the operations, assets, and liabilities attributed to the Hughes residential retail satellite broadband business (collectively, the “Hughes Retail Group”). The shares of the Tracking Stock issued to us represented an aggregate 80% economic interest in the Hughes Retail Group. Although our investment in the Tracking Stock represented an aggregate 80% economic interest in the Hughes Retail Group, we had no operational control or significant influence over the Hughes Retail Group business, and there was no public market for the Tracking Stock. As such, the Tracking Stock was accounted for under the cost method of accounting. In connection with the completion of the Share Exchange on February 28, 2017, we transferred the EchoStar Tracking Stock to EchoStar and the HSSC Tracking Stock to HSSC.

Satellite Capacity Leased from EchoStar. On February 20, 2014, we entered into satellite capacity agreements with certain subsidiaries of EchoStar pursuant to which, beginning March 1, 2014, we, among other things, lease all available satellite capacity on the Transferred Satellites. See “*Satellite Capacity Agreements — Satellite Capacity Leased from EchoStar*,” above for further information.

Investor Rights Agreement. On February 20, 2014, EchoStar, HSSC and the DISH Investors also entered into an Investor Rights Agreement (the “Investor Rights Agreement”) with respect to the Tracking Stock. As a result of the completion of the Share Exchange on February 28, 2017, the Investor Rights Agreement with EchoStar has terminated.

SlingService Services Agreement. Effective February 23, 2010, we entered into an agreement with EchoStar pursuant to which we received certain services related to placeshifting, which is used for, among other things, the DISH Anywhere mobile application. The fees for the services provided under this services agreement depended, among other things, upon the cost to develop and operate such services. This agreement had an initial term of five years with automatic renewal for successive one year terms. As a result of the completion of the Share Exchange on February 28, 2017, this services agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under the SlingService services agreement during the year ended December 31, 2017.

Sling Trademark License Agreement. On December 31, 2014, Sling TV L L C entered into an agreement with Sling Media, Inc., a subsidiary of EchoStar, pursuant to which we had the right for a fixed fee to use certain trademarks, domain names and other intellectual property related to the “Sling” trademark. As a result of the completion of the Share Exchange on February 28, 2017, this agreement with EchoStar has terminated. We incurred expenses payable to EchoStar of less than \$1 million under this agreement during the year ended December 31, 2017.

Sling TV Holding. Effective July 1, 2012, we and EchoStar formed Sling TV Holding L L C (“Sling TV Holding”), which was owned two-thirds by us and one-third by EchoStar and was consolidated into our financial statements beginning July 1, 2012. Sling TV Holding was formed to develop and commercialize certain advanced technologies. At that time, we, EchoStar and Sling TV Holding entered into the following agreements with respect to Sling TV Holding: (i) a contribution agreement pursuant to which we and EchoStar contributed certain assets in exchange for our respective ownership interests in Sling TV Holding; (ii) a limited liability company operating agreement (the “Operating Agreement”), which provided for the governance of Sling TV Holding; and (iii) a commercial agreement (the “Commercial Agreement”) pursuant to which, among other things, Sling TV Holding had: (a) certain rights and corresponding obligations with respect to its business; and (b) the right, but not the obligation, to receive certain services from us and EchoStar, respectively. Since this was a formation of an entity under common control and a step-up in basis was not allowed, each party’s contributions were recorded at historical book value for accounting purposes.

Effective August 1, 2014, EchoStar and Sling TV Holding entered into an exchange agreement (the “Exchange Agreement”) pursuant to which, among other things, Sling TV Holding distributed certain assets to EchoStar and EchoStar reduced its interest in Sling TV Holding to a ten percent non-voting interest. In addition, we, EchoStar and Sling TV Holding amended and restated the Operating Agreement, primarily to reflect the changes implemented by the Exchange Agreement. Finally, we, EchoStar and Sling TV Holding amended and restated the Commercial Agreement, pursuant to which, among other things, Sling TV Holding: (1) continued to have certain rights and corresponding obligations with respect to its business; (2) continued to have the right, but not the obligation, to receive certain services from us and EchoStar; and (3) had a license from EchoStar to use certain of the assets distributed to EchoStar as part of the Exchange Agreement. Sling TV Holding operates, through its subsidiary Sling TV L L C, the Sling TV services. On January 31, 2017, we entered into the Share Exchange Agreement with EchoStar pursuant to which, among other things, EchoStar transferred its ten percent non-voting interest in Sling TV Holding to us. As a result of the completion of the Share Exchange on February 28, 2017, we own 100% of Sling TV Holding, EchoStar no longer has any interest in Sling TV Holding, and the Commercial Agreement and the Exchange Agreement with EchoStar have terminated. We incurred expenses payable to EchoStar of approximately \$23 million under the Commercial Agreement during the year ended December 31, 2017.

Tax Matters Agreement. In connection with the completion of the Share Exchange, we and EchoStar entered into a Tax Matters Agreement, which governs certain rights, responsibilities, and obligations with respect to taxes of the Transferred Businesses pursuant to the Share Exchange. Generally, EchoStar is responsible for all tax returns and tax liabilities for the Transferred Businesses for periods prior to the Share Exchange and we are responsible for all tax returns and tax liabilities for the Transferred Businesses from and after the Share Exchange. Both we and EchoStar have made certain tax-related representations and are subject to various tax-related covenants after the consummation of the Share Exchange. Both we and EchoStar have agreed to indemnify each other if there is a breach of any such tax representation or violation of any such tax covenant and that breach or violation results in the Share Exchange not qualifying for tax free treatment for the other party. In addition, we have agreed to indemnify EchoStar if the Transferred Businesses are acquired, either directly or indirectly (e.g., via an acquisition of DISH Network), by one or more persons and such acquisition results in the Share Exchange not qualifying for tax free treatment. The Tax Matters Agreement supplements the Tax Sharing Agreement outlined below, which continues in full force and effect.

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 Internal Revenue Service ("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.

In light of the tax sharing agreement, among other things, and in connection with our consolidated federal income tax returns for certain tax years prior to and for the year of the Spin-off, during the third quarter 2013, we and EchoStar agreed upon a supplemental allocation of the tax benefits arising from certain tax items resolved in the course of the IRS' examination of these consolidated tax returns. As a result, we agreed to pay EchoStar \$83 million of the tax benefit we received or will receive. Any payment to EchoStar, including accrued interest, will be made at such time as EchoStar would have otherwise been able to realize such tax benefit. In addition, during the third quarter 2013, we and EchoStar agreed upon a tax sharing arrangement for filing certain combined state income tax returns and a method of allocating the respective tax liabilities between us and EchoStar for such combined returns, through the taxable period ending on December 31, 2017. No payments were made with respect to the tax sharing agreement during the year ended December 31, 2017.

We and EchoStar file combined income tax returns in certain states. In 2014 and 2015, EchoStar earned and recognized a tax benefit for certain state income tax credits that EchoStar estimates it would be unable to utilize in the future if it had filed separately from us. In addition, EchoStar earned and recognized tax benefits for certain federal income tax credits, a portion of which were allocated to us under IRS rules for affiliated companies. We expect to utilize these tax credits to reduce our federal and state income tax payable in the future. In accordance with accounting rules that apply to transfers of assets between entities under common control, we recorded a capital contribution of less than \$1 million and \$3 million in "Additional paid-in capital" on our Consolidated Balance Sheets for the years ended December 31, 2016 and 2015, respectively, representing the amount that we estimate is more likely than not to be realized by us as a result of our utilization of these tax credits earned. Any payments made to EchoStar related to the utilization of these credits will be recorded as a reduction to "Additional paid-in capital" on our Consolidated Balance Sheets.

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. Pursuant to the Share Exchange Agreement, we were responsible for EchoStar's allocation of the final payment to TiVo, which was paid July 31, 2017.

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TT&C Agreement. Effective January 1, 2012, we entered into a telemetry, tracking and control ("TT&C") agreement pursuant to which we receive TT&C services from EchoStar for certain satellites (the "TT&C Agreement"). The fees for services provided under the TT&C Agreement are calculated at either: (i) a fixed fee; or (ii) cost plus a fixed margin, which will vary depending on the nature of the services provided. We are able to terminate the TT&C Agreement for any reason upon 60 days notice. We incurred expenses payable to EchoStar of approximately \$3 million under the TT&C Agreement during the year ended December 31, 2017.

XiP Encryption Agreement. During the third quarter 2012, we entered into an encryption agreement with EchoStar for our whole-home HD DVR line of set-top boxes (the "XiP Encryption Agreement"), pursuant to which EchoStar provided certain security measures on our whole-home HD DVR line of set-top boxes to encrypt the content delivered to the set-top box via a smart card and secure the content between set-top boxes. In November 2016, we and EchoStar extended the term of the XiP Encryption Agreement for one additional year until December 31, 2017. The fees for the services provided under the XiP Encryption Agreement were calculated on a monthly basis based on the number of receivers utilizing such security measures each month. As a result of the completion of the Share Exchange on February 28, 2017, the XiP Encryption Agreement with EchoStar has terminated. No payments were made under the XiP Encryption Agreement during the year ended December 31, 2017.

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

As a result of the completion of the Share Exchange on February 28, 2017, we own a 50% interest in NagraStar L.L.C. ("NagraStar"), a joint venture that is our primary 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, 2017, we purchased from NagraStar security access and other services, at an aggregate cost to us of \$71 million. As of December 31, 2017, amounts payable to NagraStar totaled \$17 million.

Related Party Transactions with Dish Mexico

Dish Mexico, S. de R.L. de C.V. ("Dish Mexico") is an entity owned 49.0% by EchoStar that provides direct-to-home satellite services in Mexico. We provide certain broadcast services and sell hardware such as digital set-top boxes and related components to Dish Mexico. During the year ended December 31, 2017, we sold Dish Mexico approximately \$2 million in digital receivers and related components and approximately \$4 million in uplink services. As of December 31, 2017, amounts receivable from Dish Mexico totaled \$3 million.

Certain Related Party Transactions with Certain of Our Executive Officers

Khemka Transaction. During 2017, we employed Ms. Sruta Vootukuru, the spouse of Mr. Vivek Khemka, our Executive Vice President and Chief Technology Officer. We employed Ms. Vootukuru as Vice President, Business Operations in our Sling TV business, and we paid her approximately \$197,000 during 2017, and we granted her an option to purchase 15,000 Class A Shares under the 2017 LTIP on January 1, 2017. Ms. Vootukuru is no longer employed by us.

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

Ergen Family. During 2017, Mrs. Ergen served as a Senior Advisor and as a member of our Board of Directors, and we paid her approximately \$100,000. During 2017, we employed Mrs. Katie Flynn, the daughter of Mr. and Mrs. Ergen, as Senior Assistant Brand Manager and paid her approximately \$27,000 (with Mrs. Flynn being on leave the majority of 2017). During 2017, we also employed Mr. Christopher Ergen, the son of Mr. and Mrs. Ergen, as a Business Analyst and paid him approximately \$25,000. During 2018, we expect to continue to employ Mrs. Ergen, Mrs. Flynn, Mr. Christopher Ergen and certain other Ergen children. While the amount paid during 2018 will depend on the time and services that will be provided, we expect to pay Mrs. Ergen approximately \$100,000, Mrs. Flynn approximately \$75,000, Mr. Christopher Ergen approximately \$25,000 and certain other Ergen children approximately \$25,000 in the aggregate during 2018.

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PRINCIPAL ACCOUNTANT FEES AND SERVICES

Appointment of Independent Registered Public Accounting Firm

Appointment of Independent Registered Public Accounting Firm in 2017. KPMG LLP served as our independent registered public accounting firm for the fiscal year ended December 31, 2017, 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, 2018. 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 2017 and 2016

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, 2017 and 2016, and fees billed for other services rendered by KPMG LLP during those periods. Certain amounts for 2016 have been reclassified to conform to the 2017 presentation.

	For the Years Ended December 31,	
	2017	2016
Audit Fees (1)	\$ 3,541,769	\$ 3,000,136
Audit-Related Fees (2)	—	68,825
Total Audit and Audit-Related Fees	3,541,769	3,068,961
Tax Compliance Fees	160,305	44,049
Tax Consultation Fees	—	122,739
All Other Fees	—	—
Total Fees	\$ 3,702,074	\$ 3,235,749

- (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.
- (2) Consists of fees for Attestation services for tax compliance requirements.

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 2017 and 2016 were pre-approved by the Audit Committee.

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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, 2017. 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. 1301, "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 2017 be included in DISH Network's Annual Report on Form 10-K for the year ended December 31, 2017 for filing with the Securities and Exchange Commission.

Respectfully submitted,

The DISH Network Audit Committee

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Tom A. Ortolf (Chairman)
George R. Brokaw
Steven R. Goodbarn
Charles M. Lillis
Afshin Mohebbi

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.

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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, 2018 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 78.4% 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 OF THE EMPLOYEE STOCK PURCHASE PLAN

We have had an Employee Stock Purchase Plan since 1997. On March 15, 2018, the Board adopted an amendment and restatement of the Employee Stock Purchase Plan, which is subject to approval by our shareholders at the Annual Meeting.

The proposed amendment and restatement of the Employee Stock Purchase Plan would increase the number of Class A Shares that may be purchased under the Employee Stock Purchase Plan from 2,800,000 to 3,800,000. As of December 31, 2017, 2,428,975 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 ninety (90) days 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 December 31, 2017, approximately 15,000 of our employees were eligible to participate in the Employee Stock Purchase Plan.

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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.

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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 78.4% 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)

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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

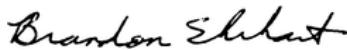
General. We provide an informal process for shareholders to send communications to our Board and its members. Shareholders who wish to contact the Board or any of its members may do so by writing to DISH Network Corporation, Attn: Board of Directors, 9601 S. Meridian Blvd., Englewood, Colorado 80112. 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 Timothy A. Messner, Executive Vice President and General Counsel.

Submission of Shareholder Proposals and Director Nominations for 2019 Annual Meeting. Shareholders who intend to have a proposal or director nomination considered for inclusion in our proxy materials for presentation at our 2019 Annual Meeting of Shareholders must submit the proposal or director nomination to us no later than November 26, 2018. In accordance with our Bylaws, for a proposal or director nomination not included in our proxy materials to be brought before the 2019 Annual Meeting of Shareholders, a shareholder’s notice of the proposal or director nomination that the shareholder wishes to present must be delivered to Timothy A. Messner, Executive Vice President and General Counsel, 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 2018 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 7, 2019 and no later than February 6, 2019. 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



BRANDON EHRHART
Secretary

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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 corporate participant in the Plan

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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 3,800,000 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.

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(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.

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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

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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.

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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

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(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

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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

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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.

**VOTE BY INTERNET - www.proxyvote.com**

Use the Internet to transmit your voting instructions and for electronic delivery of information. Vote by 11:59 P.M. ET on 05/06/2018 for shares held directly and by 11:59 P.M. ET on 05/02/2018 for shares held in a Plan. 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. Vote by 11:59 P.M. ET on 05/06/2018 for shares held directly and by 11:59 P.M. ET on 05/02/2018 for shares held in a Plan. 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
DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

The Board of Directors recommends you vote FOR the following:

For All ☐ Withhold All ☐ For All Except ☐

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.

1. Election of Directors**Nominees**

01 George R. Brokaw
06 Afshin Mohebbi

02 James DeFranco
07 David K. Moskowitz

03 Cantey M. Ergen
08 Tom A. Ortolf

04 Charles W. Ergen
09 Carl E. Vogel

05 Charles M. Lillis

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

2. To ratify the appointment of KPMG LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2018.
3. To amend and restate our Employee Stock Purchase Plan.

For	Against	Abstain
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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)

☐

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

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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 Timothy A. Messner, 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 16, 2018, at the Annual Meeting of Shareholders to be held on May 7, 2018, 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, 2018, (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:

(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

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EXHIBIT 53

EXHIBIT 53

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AMENDED AND RESTATED
BYLAWS
OF
DISH NETWORK CORPORATION
(effective March 28, 2018)

ARTICLE I

Principal Office and Corporate Seal

Section 1.1. Principal Office. The principal office and place of business of DISH Network Corporation (the “Corporation”) is presently at 9601 S. Meridian Boulevard, Englewood, Colorado 80112.

Section 1.2. Other Offices. Other offices and places of business either within or outside Nevada or Colorado may be established from time to time by resolution of the Board of Directors or as the business of the Corporation may require. The registered office of the Corporation required by Title 7, Chapter 78 of the Nevada Revised Statutes to be maintained in Nevada may be changed from time to time by the Board of Directors.

Section 1.3. Seal. The seal of the Corporation shall have inscribed thereon the name of the Corporation and the word “Seal”, and shall be in such form as may be approved by the Board of Directors or Secretary, which shall have the power to alter the same at its or his pleasure. The Corporation may use the seal by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

ARTICLE II

Shares and Transfer Thereof

Section 2.1. Stock Certificates and Uncertificated Shares. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chief Executive Officer, the President or a Vice President, and by the Secretary or an Assistant Secretary, or their designee of the Corporation, certifying the number of shares of stock owned by him in the Corporation; provided, however, that the Corporation may authorize the issuance of uncertificated shares of some or all of any or all classes or series of the Corporation's stock. Any such issuance of uncertificated shares shall have no effect on existing certificates for shares until such certificates are surrendered to the Corporation, or on the respective rights and obligations of the Stockholders. Whenever any such certificate is countersigned or otherwise authenticated by a transfer agent or a transfer clerk and by a registrar (other than the Corporation), then a facsimile of the signatures of any corporate officers or agents, the transfer

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agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. In the event that any officer or officers who have signed, or whose facsimile signatures have been used on any certificate or certificates for stock cease to be an officer or officers because of death, resignation or other reason, before the certificate or certificates for stock have been delivered by the Corporation, the certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed the certificate or certificates, or whose facsimile signature or signatures have been used thereon, had not ceased to be an officer or officers of the Corporation.

If the Corporation is authorized to issue more than one class of stock or more than one series of any class, the certificate shall contain a statement setting forth the office or agency of the Corporation from which Stockholders may obtain a copy of a statement or summary of the powers, designations, preferences, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the Stockholders shall be identical whether or not their shares of stock are represented by certificates.

Each certificate representing shares shall state the following upon the face thereof: the name of the state of the Corporation's organization, the name of the person to whom issued; the number and class of shares and the designation of the series, if any, which such certificate represents; the par value of each share, if any, represented by such certificate or a statement that the shares are without par value. Certificates of stock shall be in such form consistent with law as shall be prescribed by the Board of Directors. No certificate shall be issued until the shares represented thereby are fully paid.

Section 2.2. Record. A record shall be kept of the name of each person or other entity holding the stock of the Corporation issued, the number of shares held by each such person, the date thereof and, in the case of cancellation, the date of cancellation. The Corporation shall be entitled to treat the person or other entity in whose name shares of stock of the Corporation stand on the books of the Corporation as the absolute owner thereof, and thus a holder of record of such shares of stock, for all purposes as regards the Corporation, and the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

Section 2.3. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond or other security sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 2.4. Closing of Transfer Books - Record Date. For the purpose of determining Stockholders entitled to notice of or to vote at any meeting of Stockholders, or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of Stockholders for any other proper purpose, the Board of Directors may provide

that the stock transfer books shall be closed for a stated period, but not to exceed in any case sixty (60) days. If the stock transfer books shall be closed for the purpose of determining Stockholders entitled to notice of, or to vote at a meeting of Stockholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of Stockholders, such date in any case to be not more than sixty (60) or less than ten (10) days prior to the date on which the particular action requiring such determination of Stockholders is to be taken. If the Board of Directors does not order the stock transfer books closed, or fix in advance a record date, as above provided, then the record date for the determination of Stockholders entitled to notice of, or to vote at any meeting of Stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or for the determination of Stockholders for any proper purpose shall at the close of business on the day before the day on which notice is given or, if notice is waived, at the close of business on the day prior to the date on which the particular action requiring such determination of Stockholders is to be taken.

Section 2.5. Transfer of Shares. Upon surrender to the Corporation or to a transfer agent of the Corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and such documentary stamps as may be required by law, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate. Upon written notice to the Corporation or to a transfer agent of the Corporation from the holder of record of any uncertificated shares of stock requesting a registration of transfer of such uncertificated shares to another person, accompanied by proper evidence of succession, assignment or authority to transfer, and such documentary stamps as may be required by law, it shall be the duty of the Corporation to register such uncertificated shares of stock in the name of such other person on the books of the Corporation as the successor holder of record of such uncertificated shares of stock. Every such transfer of stock shall be entered on the stock book of the Corporation which shall be kept at its principal office or by its registrar duly appointed.

Section 2.6. Transfer Agents, Registrars and Paying Agents. The Board of Directors may, at its discretion, appoint one or more transfer agents, registrars and agents for making payment upon any class of stock, bond, debenture or other security of the Corporation. Such agents and registrars may be located either within or outside Nevada. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

ARTICLE III

Stockholders and Meetings Thereof

Section 3.1. Place of Meeting. Meetings of Stockholders shall be held at the principal office of the Corporation or at such other place, either within or without Nevada, as shall be determined by the Board of Directors.

Section 3.2. Annual Meeting. The annual meeting of Stockholders of the Corporation for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held as determined by resolution of the Board of Directors. If a quorum be not present, the meeting may be adjourned from time to time, but no

single adjournment shall exceed sixty (60) days. If the election of directors shall not be held at the annual meeting of Stockholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of Stockholders as soon thereafter as convenient.

Section 3.3. Special Meetings. Special meetings of Stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board of Directors, the Chief Executive Officer, the Board of Directors, or the holders of not less than one-third (1/3) of the voting power of the Corporation. Any holder or holders of not less than one-third (1/3) of the voting power of the Corporation who desire to call a special meeting pursuant to this Article III, Section-3.3 shall notify the Chairman of the Board of Directors in writing that a special meeting of the Stockholders shall be called-and shall state the purpose of the meeting and include any information required by applicable law or these Bylaws. Within thirty (30) days after notice to the Chairman of the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary shall set the date, time and location of the Stockholders meeting. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 3.4. Notice of Meeting. Written notice stating the place, day and hour of any annual or special meeting of Stockholders, and the purpose or purposes for which the meeting is called, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally by mail, or by a form of electronic transmission permitted for such purpose by applicable law and each national securities exchange upon which the Corporation's voting stock is then listed, by or at the direction of the Chairman of the Board of Directors, the Chief Executive Officer, the President (or in his absence by a Vice President), the Secretary, the Board of Directors, or the officer or persons calling the meeting, to each Stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail postage prepaid, directed to the Stockholder at such Stockholder's address as it appears on the records of the Corporation. If sent by electronic transmission, such notice shall be deemed to be given when sent to the Stockholder at such Stockholder's electronic address as it appears on the records of the Corporation. Failure to deliver such notice or obtain a waiver thereof shall not cause the meeting to be lost, but it shall be adjourned by the Stockholders present for a period not to exceed sixty (60) days until any deficiency to notice or waiver shall be supplied.

Section 3.5. Adjournment. When a meeting is for any reason adjourned to another time, notice will not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted which might have been transacted at the original meeting.

Section 3.6. Organization. Meetings of Stockholders shall be presided over by the Chairman of the Board of Directors, or in the absence of the Chairman of the Board of Directors, by the Vice Chairman of the Board of Directors, or in his absence by the Chief Executive Officer, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman elected at the meeting by a majority of the votes which all Stockholders present in person or by proxy are entitled to cast. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of

the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

The order of business at each such meeting shall be as determined by the chairman of the meeting. The chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the establishment of procedures for the maintenance of order and safety, limitations on the time allotted to questions or comments on the affairs of the Corporation, restrictions on entry to such meeting after the time prescribed for the commencement thereof and the opening and closing of the voting polls.

Section 3.7. Voting Records. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days, before each meeting of Stockholders, a complete record of the Stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which record, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation, whether within or without Nevada, and shall be subject to inspection by any Stockholder for any purpose germane to the meeting at any time during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such record or transfer books or to vote at any meeting of Stockholders.

Section 3.8. Quorum. At each meeting of Stockholders, except where otherwise provided by Title 7, Chapter 78 of the Nevada Revised Statutes or the Articles of Incorporation or these Bylaws, the holders of a majority of the voting power of stock entitled to vote on a matter at the meeting, present in person or represented by proxy, shall constitute a quorum. For purposes of the foregoing, where a separate vote by class or series is required for any matter, the holders of a majority of the voting power of such class or series, present in person or represented by proxy, shall constitute a quorum to take action with respect to that vote on that matter. Two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting. In the absence of a quorum of the holders of a majority of the voting power of any class of stock entitled to vote on a matter, the holders of a majority of the voting power of such class so present or represented may adjourn the meeting of such class from time to time in the manner provided by Section 3.5 of these Bylaws until a quorum of such class shall be so present or represented for a period not to exceed sixty (60) days at any one adjournment. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Stockholders present at a duly organized meeting may continue to transact business until adjourned, notwithstanding the withdrawal of Stockholders so that less than a quorum remains.

Section 3.9. Proxies. A Shareholder may vote either in person or by proxy executed in writing by the Shareholder or by his duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of its execution, unless otherwise provided in the proxy.

Section 3.10. Action by Written Consent. Unless the Articles of Incorporation or these Bylaws specifically provide otherwise, any action required or permitted to

be taken at a meeting of shareholders may be taken without a meeting if, before or after the action, a written consent thereto is signed by shareholders holding at least a majority of the voting power, except that if any greater proportion of voting power is required for such action at a meeting, then such greater proportion of written consents shall be required. In no instance where action is authorized by written consent need a meeting of shareholders be called or noticed.

Section 3.11. Voting. Each outstanding share, regardless of class, shall be entitled to one vote, and each fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote at a meeting of Stockholders, except as may be otherwise provided in the Articles of Incorporation. If the Articles of Incorporation provide for more or less than one vote for any class or series of shares on any matter, every reference in these Bylaws to a majority or other proportion of stock shall refer to such a majority or other proportion of the voting power of all of the shares of those classes or series of shares. In the election of directors, each record holder of stock entitled to vote at such election shall have the right to vote in person or by proxy the number of shares owned by him, for as many persons as there are directors to be elected, and for whose election he has the right to vote unless the Articles of Incorporation otherwise provide. Cumulative voting shall not be allowed.

Section 3.12. Advance Notice of Stockholder Proposals. At any annual meeting of Stockholders, proposals by Stockholders and persons nominated for election as directors by Stockholders shall be considered only if advance notice thereof has been timely given as provided herein and such proposals or nominations are otherwise proper for consideration under applicable law and the Articles of Incorporation and Bylaws of the Corporation. To be timely, a Stockholder's notice must be delivered to, or mailed and received by, the Secretary of the Corporation at the principal office of the Corporation not less than ninety (90) nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of Stockholders; provided, however that in the event the annual meeting of Stockholders is not within thirty (30) days before or after such anniversary date then notice by the Stockholder must be received not later than the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or first publicly announced or disclosed (in a public filing or otherwise), whichever occurs first. Any Stockholder who gives notice of any such proposal shall deliver therewith the text of the proposal to be presented and a brief written statement of the reasons why such Stockholder favors the proposal and setting forth such Stockholder's name and address, the number and class of all shares of each class of stock of the Corporation beneficially owned by such Stockholder and any material interest of such Stockholder in the proposal (other than as a stockholder). Any Stockholder desiring to nominate any person for election as a director of the Corporation shall deliver with such notice a statement in writing setting forth the name of the person to be nominated, the number and class of all shares of each class of stock of the Corporation beneficially owned by such person, the information regarding such person required by paragraphs (a), (e) and (f) of Item 401 of Regulation S-K adopted by the Securities and Exchange Commission (or the corresponding provisions of any regulation subsequently adopted by the Securities and Exchange Commission applicable to the Corporation), such person's signed consent to serve as a director of the Corporation if elected, such Stockholder's name and address and the number and class of all shares of each class of stock of the Corporation beneficially owned by such Stockholder. The chairman presiding at the meeting, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall determine whether

such notice has been duly given and shall direct that proposals and nominees not be considered if such notice has not been given.

ARTICLE IV

Directors: Powers and Meetings

Section 4.1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided in Title 7, Chapter 78 of the Nevada Revised Statutes or the Articles of Incorporation.

Section 4.2. Performance of Duties. A director of the Corporation shall perform his duties as a director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (a), (b), and (c) of this Section 4.2; but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his duties shall not have any liability by reason of being or having been a director of the Corporation. Those persons and groups upon whose information, opinions, reports, and statements a director is entitled to rely are:

- (a) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;
- (b) Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or
- (c) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with the provisions of the Articles of incorporation or the Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

Section 4.3. Number; Tenure; Qualification; Chairman. The number of directors which shall constitute the whole Board of Directors of the Corporation shall be fixed from time to time by resolution of the Board of Directors or Stockholders (any such resolution of the Board of Directors or Stockholders being subject to any later resolution of either of them). The number of directors of the Corporation shall be not less than three (3) nor more than eleven (11) who need not be Stockholders of the Corporation or residents of the State of Nevada and who shall be elected at the annual meeting of Stockholders or some adjournment thereof, except that there need be only as many directors as there are Stockholders in the event that the outstanding shares are held of record by fewer than three (3) persons. Directors shall hold office until the next succeeding annual meeting of Stockholders or until their successors shall have been elected and shall qualify or until his earlier resignation or removal. No provision of this section shall be restrictive upon the right of the Board of Directors to fill vacancies or upon the right of

Stockholders to remove Directors as is hereinafter provided. The Board of Directors may designate one director as the Chairman of the Board of Directors.

Section 4.4. Resignation. Any Director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors, the Chief Executive Officer, the President, or the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, each director so appointed to hold office during the remainder of the term of office of the resigning director or directors.

Section 4.5. Annual Meeting. The annual meeting of the Board of Directors shall be held at the same place and on the same day as the annual meeting of Stockholders, and no notice shall be required in connection therewith. The annual meeting of the Board of Directors shall be for the purpose of electing the elective officers of the Corporation and the transaction of such other business as may come before the meeting.

Section 4.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without Nevada and at such times as the Board of Directors may from time to time determine, and if so determined notice thereof need not be given.

Section 4.7. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, the Chief Executive Officer, or by any two (2) directors, and may be held within or outside the State of Nevada at such time and place as the notice or waiver thereof may specify. Notice of such meetings shall be mailed to the last known address of each director at least five (5) days, or shall be given to a director in person or by telephone, facsimile or email at least forty-eight (48) hours prior to the date or time fixed for the meeting. Special meetings of the Board of Directors may be held at any time that all directors are present in person, and presence of any director at a meeting shall constitute waiver of notice of such meeting, except as otherwise provided by law. Unless specifically required by law, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.8. Meetings by Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 4.9. Quorum. A quorum at all meetings of the Board of Directors shall consist of a majority of the number of directors then holding office, but a smaller number may adjourn from time to time without further notice, until a quorum be secured. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the

Board of Directors, unless the act of a greater number is required by Title 7, Chapter 78 of the Nevada Revised Statutes, the Articles of Incorporation or these Bylaws.

Section 4.10. Manner of Acting. If a quorum is present, the affirmative vote of a majority of the directors present at the meeting and entitled to vote on that particular matter shall be the act of the Board of Directors, unless the vote of a greater number is required by law or the Articles of Incorporation.

Section 4.11. Action by Written Consent. Unless the Articles of Incorporation or these Bylaws specifically provide otherwise, any action required or permitted to be taken at a meeting of the Board of Directors, or any committee designated by such board may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each director or committee member, and delivered to the Secretary for inclusion in the minutes or for filing with the corporate records. Action taken under this section is effective when all directors or committee members have signed the consent, unless the consent specifies a different effective date. Such consents shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document.

Section 4.12. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office, and shall hold such office until his successor is fully elected and shall qualify or until his earlier resignation or removal. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office, which may be less than a quorum, or by an election at an annual meeting, or at a special meeting, of Stockholders called for that purpose. Any director elected or appointed to fill a vacancy shall hold office until the next annual meeting of Stockholders and until his successor shall have been elected and shall qualify or until his earlier resignation or removal.

Section 4.13. Compensation. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, directors may receive fees, compensation, and expense reimbursement as may be established by appropriate resolution of the Board of Directors for service on the Board of Directors and its committees, including without limitation attendance at and travel to meetings of the Board of Directors and its committees.

Section 4.14. Committees. The Board of Directors may by resolution designate one or more directors and any natural persons who are not directors to constitute one or more committees which each shall have and may exercise all authority in the management of the Corporation as the Board of Directors to the extent provided in such resolution for such committee; but no such committee shall have the authority of the Board of Directors in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the Stockholders the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular course of its business, recommending to the Stockholders a voluntary dissolution of the Corporation or a revocation thereof, or amending the Bylaws of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or

disqualified member at any meeting of the committee. Unless the Board of Directors appoints alternative members pursuant to this bylaw, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member of the committee. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law. Each member of the Board of Directors, whether or not such director is a member of such committees, shall be entitled to receive notice of each meeting of each committee of the Board of Directors and each member of the Board of Directors shall be entitled to attend each meeting of any such committee, whether or not such director is a member of such committee.

Section 4.15. Committee Rules. Unless the Board of Directors otherwise provides and subject to Section 4.1 of these Bylaws, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to this Article IV of these Bylaws.

Section 4.16. Removal. The Stockholders may, at a meeting called for the express purpose of removing directors, by the vote of Stockholders representing not less than two-thirds of the voting power of the issued and outstanding stock entitled to voting power, remove the entire Board of Directors or any lesser number, with or without cause.

Section 4.17. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in his absence by the Vice Chairman of the Board of Directors, or in his absence by Chief Executive Officer, or in his absence by a chairman chosen at the meeting by a majority of the directors present at the meeting.

ARTICLE V

Officers

Section 5.1. Officers; Election; Term of Office. The elective officers of the Corporation shall be a Chief Executive Officer, a President, any number of Vice Presidents, a Secretary, any number of Assistant Secretaries, a Treasurer and any number of Assistant Treasurers, who shall be elected annually by the Board of Directors at its annual meeting. Unless removed in accordance with the procedures established by law and these Bylaws or unless provided in the resolution of the Board of Directors electing any officer, the said officers shall serve until the next succeeding annual meeting of the Board of Directors and until their respective successors are elected and shall qualify or until their earlier resignation or removal. Any two or more offices may be held by the same person at the same time. The officers of the Corporation shall be natural persons of the age of eighteen (18) years or older. The Board of Directors may elect or appoint such other officers and agents as it may deem advisable, who shall hold office during the pleasure of the Board of Directors, and shall be paid such compensation as may be directed by the Board of Directors.

Section 5.2. Powers and Duties. The officers of the Corporation shall respectively exercise and perform the respective powers, duties and functions as are stated below, and as may be assigned to them by the Board of Directors, not inconsistent with these Bylaws.

(a) Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board of Directors, have the ultimate responsibility for the management and control of the affairs and business of the Corporation, and shall perform all duties and have all powers which are commonly incident to the office of Chief Executive Officer or which are delegated to him by the Board of Directors or as may be provided by law. In the absence of the Chairman of the Board of Directors and the Vice Chairman of the Board of Directors, he shall preside at all meetings of Stockholders and of the Board of Directors at which he shall be present.

(b) President. The President shall, subject to the control of the Board of Directors and the Chief Executive Officer, have general supervision, direction and control of the business and officers of the Corporation. In the absence of the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors and the Chief Executive Officer, he shall preside at all meetings of the Stockholders and of the Board of Directors at which he shall be present. The Chief Executive Officer, the President, a Vice President, the Secretary or an Assistant Secretary, unless some other person is specifically authorized by the Board of Directors, shall sign all bonds, deeds, mortgages, leases and contracts of the Corporation. The President shall perform all the duties commonly incident to his office and such other duties as the Board of Directors, the Chairman of the Board of Directors or the Chief Executive Officer shall designate or as may be provided by law.

(c) Vice President. In the absence or disability of the President, or at the Chief Executive Officer's or President's request, the Vice President or Vice Presidents, in order of their rank as fixed by the Board of Directors, and if not ranked, the Vice Presidents in the order designated by the Board of Directors, or, in the absence of such designation, in the order designated by the Chief Executive Officer or the President, shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions on the President. Each Vice President shall have such other powers and perform such other duties as may from time to time be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

(d) Secretary. The Secretary shall keep accurate minutes of all meetings of the Stockholders, the Board of Directors and any committees. He shall keep, or cause to be kept, a register of the Stockholders of the Corporation and shall be responsible for the giving of notice of meetings of the Stockholders, the Board of Directors and any committees, and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall be custodian of the records and of the seal of the Corporation and shall attest the affixing of the seal of the Corporation when so authorized. The Secretary shall perform all duties commonly incident to his office and such other duties as may from time to time be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

(e) Assistant Secretary. An Assistant Secretary may, at the request of the Secretary, or in the absence or disability of the Secretary, perform all the duties of the Secretary. He shall perform such other duties as may assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President or the Secretary or as may be provided by law.

(f) Treasurer. The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, securities, receipts, valuable papers and documents of the Corporation. The Treasurer shall keep accurate books of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President. The Treasurer shall perform all duties commonly incident to his office and such other duties as may, from time to time, be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the President or as may be provided by law.

(g) Assistant Treasurer. An Assistant Treasurer may, at the request of the Treasurer, or in the absence or disability of the Treasurer, perform all of the duties of the Treasurer. He shall perform such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President or the Treasurer or as may be provided by law.

(h) Other Officers. The other officers, if any, of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in a resolution of the Board of Directors which is not inconsistent with these Bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

Section 5.3. Salaries. All officers of the Corporation may receive salaries or other compensation if so ordered and fixed by the Board of Directors. The Board of Directors shall have the authority to fix salaries in advance for stated periods or render the same retroactive as the Board of Directors may deem advisable.

Section 5.4. Inability to Act. In the event of absence or inability of any officer to act, the Board of Directors may delegate the power or duties of such officer to any other officer, director or person whom it may select.

Section 5.5. Resignation; Removal; Vacancies. Any officer or agent may resign at any time upon written notice to the Board of Directors, the Chief Executive Officer, the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not, of itself, create contract rights. Any vacancy

occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board or Directors at any regular or special meeting.

ARTICLE VI

Finance

Section 6.1. Reserve Fund. The Board of Directors, in its uncontrolled discretion, may set aside from time to time, out of the net profits or earned surplus of the Corporation, such sum or sums as it deems expedient as a reserve fund to meet contingencies, for equalizing dividends, for maintaining any property of the Corporation, and for any other purposes.

Section 6.2. Checks and Deposits. The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust companies, as the Board of Directors shall designate, and may be drawn out only on checks signed in the name of the Corporation by such person or persons as the Board of Directors by appropriate resolution may direct. Notes and commercial paper, when authorized by the Board of Directors, shall be signed in the name of the Corporation by such officer or officers or agent or agents as shall thereto be authorized from time to time.

Section 6.3. Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year or shall be as otherwise determined by resolution of the Board of Directors.

ARTICLE VII

Bankruptcy/Insolvency

The Corporation shall not, without the affirmative vote of the whole Board of Directors of the Corporation, institute any proceedings to adjudicate the Corporation a bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against the Corporation, file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property or admit its inability to pay its debts generally as they become due or authorize any of the foregoing to be done or taken on behalf of the Corporation.

ARTICLE VIII

Waiver of Notice

With any notices required by law or under the Articles of Incorporation or these Bylaws to be given to any Stockholder or director of the Corporation, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be the equivalent to the giving of such notice.

ARTICLE IX

Indemnification of Directors, Officers and Others

Section 9.1. To the full extent permitted by Title 7, Chapter 78 of the Nevada Revised Statutes, Section 7502, as the same may be amended from time to time, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he conducted himself in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 9.2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 9.3. To the extent that a director, officer, or employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1 and 9.2 of this Article IX, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 9.4. Any indemnification under Section 9.1 and 9.2 of this Article IX (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the office, director and employee or agent is

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proper in the circumstances because he has met the applicable standard of conduct set forth in Section 9.1 and 9.2 of this Article IX. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the affirmative vote of the holders of a majority of the voting power and represented at a meeting called for such purpose.

Section 9.5. Expenses (including attorneys fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation as they are incurred and in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors as provided in Section 9.4 of this Article IX upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined by a final order of a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation as authorized in this Article IX.

Section 9.6. The Board of Directors may exercise the Corporation's power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability hereunder or otherwise.

Section 9.7. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, agreement, vote or shareholders or disinterested directors, Title 7, Chapter 78 of the Nevada Revised Statutes, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and representatives of such person.

Section 9.8. The Corporation shall have the power to indemnify current or former directors, officers, employees and agents to the fullest extent provided by the laws of the State of Nevada.

ARTICLE X

Amendments

These Bylaws may be amended or repealed, and new Bylaws may be adopted, at the annual meeting of the Board of Directors or at any regular or special meeting of the Board of Directors.

ARTICLE XI

Miscellaneous

Section 11.1. Loans. The Corporation may loan money to, guarantee the obligations of and otherwise assist directors, officers and employees of the Corporation, or directors of another corporation of which the Corporation owns a majority of the voting stock, only upon compliance with the requirements of Title 7, Chapter 78 of the Nevada Revised Statutes.

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such activity may be general or confined to specific instances.

Section 11.2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

/s/ Brandon Ehrhart

Brandon Ehrhart
Secretary

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EXHIBIT 54

EXHIBIT 54

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Quick Facts



Provides pay-TV service to more than 13 million subscribers



Offers the highest quality programming and technology with the most choices at the best value

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Leads the pay-TV industry in state-of-the-art equipment and technology



Provides the most international channels, and award-winning HD and DVR technology



Revenues surpassing \$14 billion

JA004433
003305



Publicly traded on the NASDAQ Exchange, ticker symbol DISH



Employs approximately 17,000 people in the U.S.



Headquartered in Englewood, Colo.

Our Story

Ditches.

JA004434
003306



Three people – Charlie Ergen, Candy Ergen and Jim DeFranco – were hauling an enormous C-band TV dish antenna via pickup truck to a customer in remote Colorado. In the early 1980s this was one of only two dish antennas owned by the developing new business. A powerful gust of wind whipped up, blowing the antenna off its trailer and into a roadside ditch. There goes half of the company.

Summed up as a bad day in the infancy of DISH, the founding trio overcame this setback to build what is now a Fortune 250 company that employs thousands and serves millions throughout the nation – a seemingly unlikely future on that blustery day.

JA004435
003307



Liftoff.

Fast forward to 1995, when Ergen set his sights on launching his first satellite from China, then a novice in the satellite industry. Staking the future of young DISH on one, multimillion dollar satellite, Ergen gambled with the odds of a favorable launch. After watching a Chinese rocket promptly crash and burn, he witnessed the nerve-wracking, but ultimately successful deployment of Echo I.

Several months later, DISH made its first broadcast to customers from its uplink center in Cheyenne, Wyo., using small dish antennas and state-of-the-art technology designed and built in-house.

Innovation.



JA004436
003308

leader in technology, DISH's award-winning innovations include: Hopper with Sling® Whole-Home HD DVR that gives customers the ability to watch live and recorded TV programming from smartphones, tablets and computers; and the Tailgater®, a lightweight, portable satellite dish ideal for watching TV while tailgating, camping, in the RV or at outdoor activities.

In February 2015, Ergen launched Sling TV, the industry's first over-the-top television service that delivers the best of live sports, news and entertainment to broadband-connected devices at home and on-the-go.



Commitment.

Even as DISH consistently introduces products of increasing sophistication, it also leads the industry by offering the best value – the same channels at a better price. Challenging the economics of pay-TV, Ergen has charged competitors with passing the burden of wasteful spending to subscribers,

JA004437
003309

EXHIBIT 55

EXHIBIT 55

JA004438
003310

TX 102-003700

NAAG State Antitrust Litigation Database

[DATABASE HOME](#)[SEARCH](#)[LOGIN](#)[NAAG HOME](#)[BACKPAGES](#)

Search Civil and Criminal Records

Advanced Search

[Search Only Civil Litigation Records](#)[Search Only Criminal Litigation Records](#)

NAAG State Antitrust Litigation Database

This database allows full-text searching and sorting and searching by lead state, year, industry, defendant, and cause of action. The database is part of the states' on-going efforts to convey what states do and responds to requests from antitrust academics and practitioners for a single authoritative and comprehensive source of state antitrust enforcement information. We hope the database facilitates empirical analyses of the trends in and effects of state antitrust enforcement.

The database project was the brainchild of Trish Conners, Director of the Antitrust Division for the Florida Attorney General's Office and past chair of the Multistate Antitrust Task Force, and was carried out by Robert Hubbard of the New York Attorney General's office during his tenure as chair of the Multistate Task Force.

The database focuses on completed criminal and civil cases from 1990 to the present. A few states were able to include earlier cases as well. The database includes the case citation, where available, and, if filed in court, the docket number and name of the court. The entry for each case includes a field that reflects whether there was a federal case related to the state case. Included in this category of cases are every case in which the state and federal enforcement agencies both took action, whether that action was joint, parallel or independent. Specific information as to the federal agency involvement, if any, is found in the long description of the case.

This database is a work in progress. Additional cases, from cases since 1990 and from earlier periods, will continue to be added. We welcome comments, suggestions, or corrections on both the content and the format. All comments should be sent to NAAG's Antitrust Counsel, [Emily Myers](#).

JA004439
003311

National Association of Attorneys General

JA004440
003312

EXHIBIT 56

EXHIBIT 56

JA004441
003313

TX 102-003703

When does the Association meet?

[NAAG](#) » [About](#) » [Frequently Asked Questions](#) » When does the Association meet?

What is the National Association of Attorneys General (NAAG)?

Who are NAAG's members and how is it organized?

What does an attorney general do?

How does one become an attorney general?

What are NAAG's Committees and who is the leadership?

When does the Association meet?

What do the attorneys general do at NAAG meetings?

Can the public attend NAAG's meetings?

Attorneys general convene formally for NAAG annual meetings two times a year: the NAAG Capital Forum held each December in Washington, D.C., and the Attorney General Symposium held each spring in a different location. The Forum is open and the Symposium has one public day, with the remaining two days closed for AGs and AG staff only. Both meetings have designated registration fees.

There is also an annual NAAG Presidential Initiative Summit hosted by the NAAG president on a specific topic. It is open to the public with registration fees.

To view the full calendar of NAAG meetings, click [here](#).

JA004442
003314

Who can register to attend NAAG meetings?

Are there regional meetings of attorneys general?

What do NAAG staff members do?

Can I file a consumer complaint with NAAG?

Does NAAG maintain a database of consumer complaints?

How is NAAG funded?

What are NAAG's mission and goals?

Are you a part of the U.S. Department of Justice?



JA004443
003315

Find the attorney
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the NAGTRI trainings
we offer.

Marty J. Jackley is the
attorney general of
South Dakota.

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JA004444
003316

EXHIBIT 57

EXHIBIT 57

JA004445
003317

TX 102-003707

What do the attorneys general do at NAAG meetings?

[NAAG](#) » [About](#) » [Frequently Asked Questions](#) » What do the attorneys general do at NAAG meetings?

What is the National Association of Attorneys General (NAAG)?

Who are NAAG's members and how is it organized?

What does an attorney general do?

How does one become an attorney general?

What are NAAG's Committees and who is the leadership?

When does the Association meet?

What do the attorneys general do at NAAG meetings?

The business agenda of a busy three-day meeting schedule usually includes several plenary sessions where the attorneys general meet with state and federal officials to discuss various legal issues impacting the states. Plenary sessions also may feature major guest speakers, including the president, cabinet secretaries, congressional leaders, foreign dignitaries and industry leaders. NAAG committees and task forces also convene at these meetings. One of the most valuable aspects of these meetings is that they provide an opportunity for attorneys general to discuss ideas, issues and share problems and solutions with their colleagues.

During the Winter and Summer Meetings, attorneys general may consider resolutions regarding critical legal and policy matters that affect the powers and duties of their offices. During the Summer Meeting, the attorneys general elect a new slate of NAAG officers, and the NAAG president makes new committee leadership appointments. And during the Fall meeting, members discuss critical policy issues and conduct the business of the Association.

JA004446
003318

Can the public attend
NAAG's meetings?

Who can register to
attend NAAG
meetings?

Are there regional
meetings of attorneys
general?

What do NAAG staff
members do?

Can I file a consumer
complaint with NAAG?

Does NAAG maintain a
database of consumer
complaints?

How is NAAG funded?

What are NAAG's
mission and goals?

Are you a part of the
U.S. Department of
Justice?



JA004447
003319

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Mariana Islands.

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JA004448
003320

EXHIBIT 58

EXHIBIT 58

JA004449
003321

TX 102-003711

Multistate Task Force

[NAAG](#) » [Committees](#) » [NAAG Standing Committees](#) » [Antitrust Committee](#) » Multistate Task Force

Competition Advocacy

Multistate Task Force

Multistate Litigation Database

NAAG Resolutions

Antitrust Press Releases

Microsoft Settlement

For over 20 years, state attorneys general have worked together to bring multistate cases to protect competition and consumers. These joint actions ensure consistent enforcement of state antitrust and consumer protection laws. When the need arises, the states also work in concert with their federal counterparts at the Federal Trade Commission and the US Department of Justice. state attorneys general find that these cooperative undertakings allow them to tackle major cases that might otherwise swamp the limited resources of an individual state office.

NAAG's Antitrust Multistate Task Force is composed of antitrust contacts from all states and territories that are NAAG members. The Task Force coordinates multistate antitrust litigation through its various committees (see organization chart below for more details).

Organizational Chart

Microsoft Antitrust Case Documents



JA004450
003322

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we offer.

Edward Manibusan is
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Mariana Islands.

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JA004451
003323

EXHIBIT 59

EXHIBIT 59

JA004452
003324

TX 102-003714

Charlie Ergen



Co-founder and Chairman of the Board

Download High
Resolution Photo

Charlie Ergen co-founded DISH, formerly EchoStar Communications Corporation, in 1980 and currently acts as Chairman of the Board of Directors for both DISH and EchoStar. Today, he oversees DISH's long-term business development and strategy as well as the company's emerging wireless division.

Most recently, Charlie focused on reaching new markets and expanding product and service offerings including Sling TV and the acquisition of wireless spectrum.

A prominent leader in the satellite and telecommunications industries, Charlie has received numerous accolades for his career as an entrepreneur. He was among the 2012 class of inductees into the Consumer Electronics Hall of Fame and was named one of Barron's "World's Best CEOs" and listed among Forbes "Top 10 CEOs" in 2007. In 2001, Charlie was honored as Frost & Sullivan's "CEO of the Year in the Satellite Industry" and became the first person to win the Rocky Mountain News "Business Person of the Year" for the second time. Instrumental in the fight to allow American consumers access to local channels via satellite, he helped secure the passage of the Satellite Home Viewer Improvement Act in 1999 and was co-founder of the Satellite Broadcasting Communications Association.

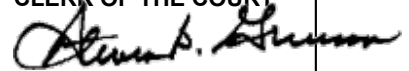
Charlie received his Bachelor of Science in General Business and Accounting from the University of Tennessee and his Master of Business Administration from the Babcock Graduate School of Management at Wake Forest University.

JA004453
003325

An avid mountain climber and member of the Colorado Mountain Club, Charlie has climbed all of the state's 14 thousand-foot peaks, scaled Mount Kilimanjaro in Tanzania, Mount Aconcagua in Argentina and the Mount Everest base camp in Nepal. He enjoys spending time with Candy, his wife of more than 30 years, and their five children.



JA004454
003326



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19 *Nominal Defendant DISH Network*
20 *Corporation*

21 **DISTRICT COURT**

22 **CLARK COUNTY, NEVADA**

23 **PLUMBERS LOCAL UNION NO. 519 PENSION**
24 **TRUST FUND and CITY OF STERLING**
25 **HEIGHTS POLICE AND FIRE RETIREMENT**
26 **SYSTEM, derivatively on behalf of nominal**
27 **defendant DISH NETWORK CORPORATION,**

28 Plaintiffs,

v.

CHARLES W. ERGEN; JAMES DEFRANCO;
CANTEY M. ERGEN; STEVEN R.
GOODBARN; DAVID MOSKOWITZ; TOM A.
ORTOLF; CARL E. VOGEL; GEORGE R.
BROKAW; JOSEPH P. CLAYTON; and GARY
S. HOWARD,

Defendants,

DISH NETWORK CORPORATION, a Nevada
corporation,

Nominal Defendant

CASE NO.: A-17-763397-B
DEPT. NO.: XI

**VOLUME 4 OF APPENDIX TO
THE REPORT OF THE SPECIAL
LITIGATION COMMITTEE OF
DISH NETWORK CORPORATION**

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<u>Ex.</u>	<u>Date</u>	<u>Description</u>	<u>Page No.</u>
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61	03/21/2005	Judgment By Consent and Stipulated Permanent Injunction, <i>North Carolina v. Vitana Financial Group, Inc.</i> , (No. 04 CV0 08799)	3331
62	02/06/2006	EchoStar Satellite, L.L.C. "Do-Not-Call" Policy	3344
63	12/31/2006	OE Retailer Amendment to EchoStar Retailer Agreement with SSN	3348
64	05/24/2007	Satellite Systems Network Retail Services Retailer Compliance File	3352
65	03/12/2009	DISH Network L.L.C. Do-Not-Call Policy	3485
66	08/13/2009	Email from R. Musso to R. Calbert, et al.	3489
67	05/04/2010	Email from Vendor Inquiries to S. Shaffer	3491
68	12/31/2010	DISH Network Retailer Agreement with SSN	3494
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88	01/19/2017	Verdict Sheet	4797
89	03/07/2017	Brief in Support of Defendant DISH Network L.L.C.'s Motion for a New Trial	4800
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91	07/19/2017	Brief in Support of Defendant DISH Network L.L.C.'s Motion for Judgment as a Matter of Law and Remittitur	4884
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93	05/04/2018	DISH Network L.L.C.'s Notice of Appeal to the U.S. Court of Appeals for the Fourth Circuit	4940
94	10/04/2018	Public Redacted Page Proof Opening Brief for Defendnt-Appellant DISH Network LLC	4944

95	10/10/2018	Amicus Curiae Brief of DRI-The Voice of the Defense Bar	5107
96	10/11/2018	Amicus Curiae Brief of Product Liability Advisory Counsel ("PLAC")	5154

DATED this 27th day of November 2018.

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CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of November 2018, a true and correct copy of the foregoing **VOLUME 4 OF APPENDIX TO THE REPORT OF THE SPECIAL LITIGATION COMMITTEE OF DISH NETWORK CORPORATION** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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By: /s/ Valerie Larsen
An Employee of Holland & Hart, LLP

EXHIBIT 60

EXHIBIT 60

JA004459
003327

TX 102-003721

ECHOSTAR SATELLITE, L.L.C.

“DO-NOT-CALL” POLICY

**IN COMPLIANCE WITH THE
THE TELEMARKETING SALES RULE OF 2003**

AND

**TELEPHONE CONSUMER PROTECTION ACT OF 1991
(T.C.P.A.)**

AND

**THE TELEMARKETING AND CONSUMER FRAUD
AND ABUSE PREVENTION ACT OF 1994**

AND

ACCOMPANYING REGULATIONS

(Revised February 24, 2004)

ECHOSTAR DO-NOT-CALL POLICY

I. INTRODUCTION

EchoStar has implemented this Do-Not-Call Policy in order to protect the privacy rights of consumers and to promote compliance with applicable laws and regulations. EchoStar intends to honor the request of any person who opts not to receive telephone solicitations.

II. DO-NOT-CALL POLICY

EchoStar maintains a list of phone numbers of persons who have indicated that they do not wish to receive solicitation calls. The phone number of any person who informs EchoStar that he or she does not wish to receive solicitation calls is placed on EchoStar's Do-Not-Call list. A request may be communicated by means of: 1) advising an EchoStar Customer Service Representative by phone; or 2) advising EchoStar in writing. Oral requests should be made by calling EchoStar's Customer Service Center at 1-800-333-DISH or by stating the wish to be placed on EchoStar's Do-Not-Call list while on a phone call initiated by EchoStar. Written requests should be sent to: EchoStar Satellite, L.L.C., Attention: Do Not Call, P.O. Box 9008, Littleton, Colorado 80120. All EchoStar employees who conduct outbound solicitation calls will be instructed on company policy and provided with guidance on how to add numbers to EchoStar's Do-Not-Call list.

A. GOVERNMENT CONTROLLED DO-NOT-CALL LISTS

It is Echostar's policy to obtain state and federal Do-Not-Call list(s), and fully comply with legislation regarding the calling of phone numbers on these lists. EchoStar's Do-Not-Call list will be updated within 30 days of receipt of the state Do Not Call list, or such shorter time if required by state law.

B. COMMUNICATION

WHAT TO SAY WHEN A PARTY REQUESTS TO BE ADDED TO OUR DO-NOT-CALL LIST:

"Mr.(s) _____, please excuse this call, I will have your phone number removed from our calling list immediately."

WHAT TO SAY IF A PERSON REQUESTS A COPY OF OUR "DO-NOT-CALL" POLICY:

"Mr.(s) _____, we will be happy to send a copy of our Do-Not-Call policy to you. Please let me confirm your address and we will mail you a copy. Thank you for your interest."

C. UPDATING THE DO-NOT-CALL LIST

If a non-customer or existing Dish Network subscriber calls in to request exclusion from solicitations, the inbound Customer Service Representative will submit the request to EchoStar's Do-Not-Call database via an internal web page. If an outbound Customer Service Representative receives a Do-Not-Call request from a non-customer or existing DISH Network customer, the Customer Service Representative will mark the account as "Do Not Call" in the dialer. Data is downloaded from each dialer and updates EchoStar's Do-Not-Call database each morning. Account in EchoStar's Do-Not-Call database, whether marked manually by an inbound Customer Service Representative or by download, are excluded from any future telemarketing solicitation.

III. OTHER CALLING REQUIREMENTS

In addition to any specific training, instruction or other requirements, all EchoStar employees placing outbound solicitation calls must comply with the following:

- 1) Calls may only be placed between the hours of 8:00 a.m. and 9:00 p.m., local time of the called party or as specific state law regulates.
- 2) Use of an artificial or prerecorded voice to deliver a message to any residential phone line is prohibited. Thus said, we do deliver automated messages to only our existing subscribers for the purpose of customer service reminders such as when a credit card expires and for solicitation for Pay-Per-View events.
- 3) When making a call, provide the potential customer with your name and that you are calling on behalf of "DISH Network."
- 4) Advertisements may not be transmitted by any device to a telephone facsimile machine unless the person receiving the facsimile has given prior express invitation or permission to receive it.

EXHIBIT 61

EXHIBIT 61

JA004463
003331

TX 102-003725

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 04 CV0 08799

STATE OF NORTH CAROLINA, ex rel.)
ROY COOPER, ATTORNEY GENERAL,)

Plaintiff,)

vs.)

VITANA FINANCIAL GROUP, INC., a)
California Corporation d/b/a)
SATELLITE SYSTEMS NETWORK, LLC)
d/b/a DIRECT SATELLITE NETWORK)
SOLUTIONS, and ALEX TEHRANCHI,)
Individually and as Agent and Principal)
Officer of VITANA FINANCIAL GROUP,)
INC.,)

Defendants.)

JUDGMENT BY CONSENT
AND STIPULATED
PERMANENT INJUNCTION

THIS MATTER came on to be heard by the undersigned Judge presiding over the March 21, 2005, civil session of Wake County Superior Court upon joint application by the parties for entry of a Consent Judgment and Stipulated Permanent Injunction terminating the litigation of claims alleged in plaintiff's Complaint filed herein on June 25, 2004.

In that Complaint, plaintiff alleged that defendants' telemarketing practices have violated North Carolina's Telephone Solicitations Act of 2003, N.C. Gen. Stat. §§ 75-100. et seq., as follows:

(1) by making or causing to be made telephone solicitations to North Carolina telephone subscribers who are signed up on the national "Do Not Call" Registry or who previously communicated a desire to receive no further telephone solicitations from defendants, (2) by making or causing to be made telephone solicitations via an automatic dialing, pre-recorded

-1-

KRAKAUER v. DISH

Plaintiff's Exhibit
PX0186

PX0186-001

JA004464
003332

SLC_ DNC_Investigation_0007085
TX 102-003726

voice system, and (3) by interfering with the individual North Carolina residential telephone subscriber's right to request not to be called again. Defendants neither admit nor deny these allegations. In order to avoid the costs associated with further litigation, the parties, as hereinafter defined, hereby stipulate to and request the entry of this Consent Judgment and Stipulated Permanent Injunction ("Consent Judgment") to resolve all matters of dispute between them in this action.

IT IS THEREFORE STIPULATED, AGREED, ORDERED AND ADJUDGED as follows:

DEFINITIONS

The following terms and definitions shall govern the interpretation and enforcement of this Consent Judgment:

- A. The "Act" means North Carolina's Telephone Solicitation Act of 2003, N.C. Gen. Stat. §§ 75-100, et seq., and related statutes and rules adopted pursuant thereto.
- B. "Automatic dialing and recorded message player" means any automatic equipment that incorporates a storage capability of telephone numbers to be called or a random or sequential number generator capable of producing numbers to be called that, working alone or in conjunction with other equipment, disseminates a prerecorded message to the telephone number called.
- C. "Deceptive act" means any and all failures to comply with any provisions of the Act.
- D. "Defendants" means: Vitana Financial Group, Inc. (hereinafter "Vitana Financial Group"), its officers, agents, servants, employees, subsidiaries, affiliates, successors, and assigns and all persons or entities in active concert or participation with them who receive notice of this

Consent Judgment by personal service or otherwise.

E. “Doing business in this State” means to make or cause to be made any telephone solicitation to North Carolina telephone subscribers, regardless of whether the telephone solicitation is made from a location inside North Carolina or outside North Carolina.

F. “Do Not Call Registry” means the registry created and maintained by the Federal Trade Commission pursuant to the Telemarketing Sales Rule. It also means any other telemarketing registry created by the federal government, including the Federal Communications Commission. It also means any registry created by the Attorney General pursuant to N.C. Gen. Stat. § 75-102(n) or as it may be amended in the future.

G. “Plaintiff” means the State of North Carolina, ex rel. Roy Cooper, Attorney General.

H. “Telephone solicitation” shall mean a voice communication, whether prerecorded or live, or a facsimile transmission, over a telephone line or wireless telephone network or via commercial mobile radio service that is made by a telephone solicitor to a telephone subscriber for the purpose of: 1) soliciting or encouraging the purchase or rental of, or investment in, property, goods, or services; 2) obtaining or providing information that will or may be used for that purpose; 3) soliciting or encouraging a telephone subscriber’s participation in any contest, sweepstakes, raffle, or lottery, whether legal or illegal; or 4) obtaining a charitable donation. “Telephone solicitation” also includes those transactions that are defined as “telemarketing” under the Federal Trade Commission’s Telemarketing Sales Rule, 16 C.F.R. Part 310.

I. “Telephone subscriber” means an individual who subscribes to a residential telephone service from a local exchange company, a competing local provider certified to do

business in North Carolina, or a wireless telephone company, and the individuals living or residing with that individual.

FINDINGS

Based upon the record in this cause and the stipulations of the parties set forth herein, the Court hereby finds as follows:

1. This Court has jurisdiction over the subject matter and the parties.
2. Venue is proper as to all parties in the Superior Court of Wake County.
3. The activities of defendants have been in or affecting commerce in this state.
4. Defendants have allegedly engaged in violations of the Act while doing business in this State, prior to the date of entry of this Consent Judgment, by making or causing to be made telephone solicitations to North Carolina telephone subscribers who are signed up on the national "Do Not Call" Registry or who previously communicated a desire to receive no further telephone solicitations from defendants, by making or causing to be made telephone solicitations via an automatic dialing, pre-recorded voice system, and by interfering with the individual North Carolina residential telephone subscriber's right to request not to be called again.
5. The Complaint states a claim upon which relief may be granted against defendants under N.C. Gen. Stat. §§ 75-100, et seq.
6. Defendants have entered into this Consent Judgment freely and without coercion. Defendants further acknowledge that they have read the provisions of this Consent Judgment and are prepared to abide by them.
7. The plaintiff and defendants, by and through their counsel, have agreed that the entry of this Consent Judgment resolves all matters of dispute between them arising from the

Complaint in this action, up to the date of entry of this Consent Judgment.

8. Defendants waive all rights to a trial by jury or to seek appellate review or otherwise challenge or contest the validity of this Order. Defendants further waive and release any claim they may have against the State of North Carolina, its employees, representatives or agents.

9. This Consent Judgment is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

10. Entry of this Consent Judgment is in the public interest.

11. This Consent Judgment does not constitute and shall not be interpreted to constitute an admission by defendants. Any violation of the terms of this Consent Judgment, however, does constitute evidence of violation of the Act and of a deceptive act.

I.

PERMANENT INJUNCTION

A. **IT IS ORDERED** that defendants are hereby permanently restrained and enjoined under N.C. Gen. Stat. §§ 75-14, 75-105(a) from engaging, or participating in, making or causing to be made, or assisting in any manner or in any capacity whatsoever, whether directly or indirectly, in concert with others, or through any intermediary, third party, business entity, or device, telephone solicitations to telephone subscribers in the State of North Carolina who are signed up on the national "Do Not Call" Registry or who previously communicated a desire to receive no further telephone solicitations from defendants. Moreover, defendants are hereby permanently restrained and enjoined from engaging, or participating in, making or causing to be made, or assisting in any manner or in any capacity whatsoever, whether directly or indirectly, in

concert with others, or through any intermediary, third party, business entity, or device, telephone solicitations via automatic dialing and recorded message player without the express consent of the residential telephone subscriber receiving such call.

B. **IT IS FURTHER ORDERED** and agreed that defendants shall comply with the Act and all state and federal laws, as they currently exist or may be amended in the future, pertaining to telemarketing or telephone solicitations or sales. Defendants agree and understand that nothing contained in this Consent Judgment shall be construed as relieving defendants of the obligation to comply with all state and federal laws, regulations or rules, or limiting the ability of the plaintiff or other governmental entity from enforcing such provisions.

C. **IT IS FURTHER ORDERED** and agreed that the defendants shall take the following actions, to the extent that they have not already done so:

1. Within thirty (30) days of the date of entry of this Consent Judgment, defendants shall provide the Attorney General with a detailed written description of the systems and procedures that they have implemented to ensure compliance with the statutes and regulations identified and described in Section B immediately above.

2. Defendants shall maintain the following records for a period of five (5) years from the date of entry of this Consent Judgment:

a. Records of every complaint or other communication received by defendants from a North Carolina residential telephone subscriber in which the subscriber states that defendants (1) made a telephone solicitation to the subscriber and the subscriber's name was in the Do Not Call Registry, or (2) made a telephone solicitation after the subscriber requested that defendants not call the subscriber again and/or requested that defendants remove the

subscriber from defendants' contact list, or (3) made a telephone solicitation that was in the form of a prerecorded message. These records must contain:

- i. The subscriber's name and address;
 - ii. The subscriber's telephone number;
 - iii. A copy of the written complaint or other communication;
 - iv. The date of the complaint or other communication;
 - v. The basis of the asserted complaint, dispute or allegation;
 - vi. The name of the individual telemarketing representative who purportedly made the telephone solicitation in question;
 - vii. The nature and result of any investigation conducted by defendants concerning the complaint or communication, including but not limited to a description of any action taken by defendants against any telemarketing vendor and any action taken by the vendor against the representative;
 - viii. Each response by defendants to the subscriber and the date of the response; and
 - ix. Any final resolution and the date of resolution.
- b. Records that set forth the date, time, and phone number of all telephone calls made by or on behalf of defendants, by human or mechanical means, to all North Carolina residential telephone subscribers, to include records that reflect the date, time, and phone number of each telephone connection for which no person acting as an agent or telemarketer was available to engage the subscriber called (i.e., "abandoned" calls).

c. All records maintained in accordance with Section C.2. shall be made available to the plaintiff within ten (10) days of receipt of plaintiff's written request.

3. Defendants shall conduct reasonable random monitoring of their employees, subcontractors, and third party call centers in order to ensure compliance with the Act, as it currently exists or may be amended in the future.

4. Defendants agree to implement these obligations in good faith. The parties agree that, as questions or concerns arise regarding these obligations, defendants will work cooperatively with the Attorney General to resolve these questions or concerns to the satisfaction of the Attorney General.

II.

MONETARY JUDGMENT - \$15,000

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that

D. Judgment in the amount of Fifteen Thousand Dollars (\$15,000) in U.S. currency is hereby entered against defendant Vitana Financial Group, Inc. and in favor of the plaintiff for attorneys' fees, costs, consumer education and enforcement, or other consumer protection purposes, at the discretion of the Attorney General. Defendant hereby agrees to pay this sum in six equal installments of Two Thousand, Five Hundred Dollars (\$2,500) each.

Contemporaneously with the entry hereof, said defendant shall make the first required payment of Two Thousand, Five Hundred Dollars (\$2,500). The five remaining payments will be tendered by said defendant to the plaintiff on the first business day of each month that follows, beginning on March 1, 2005 and concluding on July 1, 2005. Said defendant shall pay the amount set forth above in U.S. currency by certified or cashier's check payable to the North

Carolina Department of Justice. The check shall be forwarded to the North Carolina Attorney General, c/o David N. Kirkman, Assistant Attorney General, Consumer Protection Division, 114 West Edenton Street, Raleigh, North Carolina 27602.

E. Proceedings instituted to enforce this Section of this Consent Judgment are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings plaintiff may initiate to enforce this Order.

III.

COMPLIANCE REPORTING BY DEFENDANTS

IT IS FURTHER ORDERED that compliance with the provisions of this Order may be monitored by plaintiff through any and all means appropriate under the law, including but not limited to receiving and reviewing all compliance and monitoring information requested in Section C., above. Plaintiff is also authorized to monitor defendants' compliance with this Consent Judgment by means of the following:

F. The plaintiff is authorized, without further leave of Court, to obtain discovery from any person (including a defendant) in the manner provided by the discovery provisions of the North Carolina Rules of Civil Procedure, N.C. R. Civ. P. 26-37, including the use of compulsory process pursuant to N.C. R. Civ. P. 45, for the purpose of monitoring and investigating defendants' compliance with the provisions of this Consent Judgment.

G. The plaintiff is authorized to use representatives posing as consumers, defendants' employees, or any other entity managed or controlled in whole or in part by any defendant, without the necessity of identification or prior notice.

H. Nothing in this Consent Judgment shall limit the plaintiff's lawful use of

compulsory process, pursuant to N.C. Gen. Stat. § 75-10, to investigate whether defendants have violated any provision herein or the marketing regulations found in Chapters 66 and 75 of the North Carolina General Statutes, as well as the Telephone Consumer Protection Act of 1991 (TCPA) rules, 16 C.F.R. Part 65, and the Telemarketing Sales Rule, 16 C.F.R. § 310.

IV.

FEES AND COSTS

IT IS FURTHER ORDERED that each party to this Consent Judgment shall bear its own costs incurred in connection with this action, except as provided in Section II, above.

V.

STIPULATED PENALTIES AND COSTS

IT IS FURTHER ORDERED that, in the event that defendants violate the Act on or after the date of entry of this Consent Judgment, defendants shall pay the sum of Five Thousand Dollars (\$5,000) per violation as an agreed-upon stipulated penalty.

VI.

CLAIMS AGAINST DEFENDANT TEHRANCHI

IT IS FURTHER ORDERED, upon motion by plaintiff, that this action is hereby dismissed without prejudice as to the individual defendant, Alex Tehranchi. Nothing provided herein shall relieve Mr. Tehranchi of his duties, as an officer of the defendant corporation, to comply with the injunctive terms and prohibitions set forth above.

VII.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for

VII.

RETENTION OF JURISDICTION

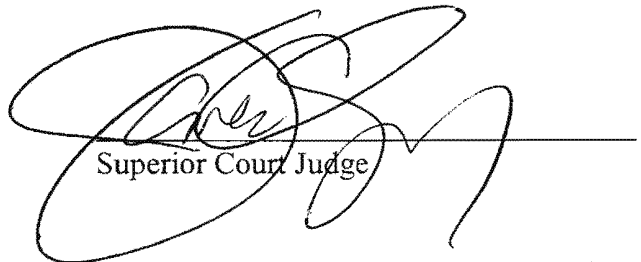
IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for the purpose of enabling the parties to apply to the Court at any time for such further orders and directives as may be necessary or appropriate for the interpretation or modification of this Order, for the enforcement of compliance therewith, or for the punishment of violations thereof.

VIII.

COMPLETE SETTLEMENT

The parties hereby consent to entry of the forgoing Consent Judgment which shall constitute a final judgment and order in this matter. The parties further stipulate and agree that the entry of the foregoing Consent Judgment shall constitute a full, complete, and final settlement of this action.

This the 21st day of March, 2005.


Superior Court Judge

(Signatures of the Parties on the Following Page)

(Consent of the Parties on Following Page)
We Consent:

Vitana Financial Group, Inc., Defendant

By: 

Title: 

State of North Carolina ex rel.
Roy Cooper, Attorney General, Plaintiff

By: 

David N. Kirkman

Assistant Attorney General

North Carolina Department of Justice

EXHIBIT 62

EXHIBIT 62

JA004476
003344

TX 102-003738

ECHOSTAR SATELLITE, L.L.C.

“DO-NOT-CALL” POLICY

**IN COMPLIANCE WITH THE
THE TELEMARKETING SALES RULE OF 2003
("T.S.R.")**

AND

**TELEPHONE CONSUMER PROTECTION ACT OF 1991
("T.C.P.A.")**

AND

**THE TELEMARKETING AND CONSUMER FRAUD
AND ABUSE PREVENTION ACT OF 1994**

AND

ACCOMPANYING REGULATIONS

(Revised February 6, 2006)

ECHOSTAR SATALLITE, L.L.C.
DO-NOT-CALL POLICY

I. INTRODUCTION.

EchoStar has implemented this Do-Not-Call ("DNC") Policy in order to protect the privacy rights of consumers and to promote compliance with applicable laws and regulations. EchoStar shall honor the request of any person who requests not to receive telephone solicitations from EchoStar or its telemarketing vendors for the sale and promotion of EchoStar products.

II. DO NOT CALL LISTS.

The EchoStar Do-Not-Call Policy consists of the maintenance of three types of Do-Not-Call lists: the Federal or National Do-Not-Call Registry, State Do-Not-Call lists, and EchoStar's internal DNC list.

A. Federal and State Do Not Call Lists:

It is Echostar's policy to obtain Federal and State Do-Not-Call list(s), and to fully comply with legislation regarding the calling of telephone numbers on these lists. These Do-Not-Call lists will be updated within 30 days of receipt of the Do Not Call lists or in such shorter time as required by law.

B. EchoStar Internal Do Not Call Lists:

In addition to the Federal and State DNC lists, EchoStar also maintains an internal list of telephone numbers that includes existing customers and potential customers who have directly requested to EchoStar or its telemarketing vendor that they do not want to be telemarketed. The telephone number of any person regardless of the existence of a business relationship who informs EchoStar that he or she does not wish to receive telemarketing calls will be placed on the EchoStar internal Do-Not-Call list.

III. EXISTING BUSINESS RELATIONSHIP.

EchoStar and its telemarketing vendor shall not contact consumer telephone numbers that are registered with the Federal and State lists unless EchoStar has an "existing business relationship" with the consumer as defined in the relevant statute and allowed by the FTC, FCC or the State. However, once a consumer with an existing business relationship with EchoStar requests directly to EchoStar or its telemarketing vendor that he or she requests to be placed on the EchoStar DNC list, that consumer shall be placed on the EchoStar DNC list and will not receive any future telemarketing calls from EchoStar or its telemarketing vendor unless or until such time the consumer reestablishes his or her telephone number on the Federal and/or State DNC lists or EchoStar's internal DNC list.

IV. ECHOSTAR DO NOT CALL POLICY.

A. Adding a Consumer to the EchoStar Internal DNC List:

EchoStar shall keep a record of each consumer request it receives to not be contacted by EchoStar. A request to be placed on the EchoStar internal DNC list may be communicated by a consumer to EchoStar by means of: 1) verbally advising an EchoStar Customer Service Representative or telemarketing vendor of the consumer's request during a telemarketing call; or 2) advising EchoStar in writing. A consumer may also make an oral request to be placed on the EchoStar internal DNC list by calling EchoStar's Customer Service Center at 1-800-333-DISH. Consumer written requests to be placed on the EchoStar internal DNC list should be sent to: EchoStar Satellite, L.L.C., Attention: Do Not Call, P.O. Box 9008, Littleton, Colorado 80120. All EchoStar employees and telemarketing vendors who conduct outbound solicitation calls on behalf of EchoStar will be instructed on company policy and provided with guidance on how to add numbers to EchoStar's internal DNC list.

B. EchoStar Calling Requirements:

All EchoStar employees and telemarketing vendors who place outbound solicitation calls must comply with the following:

- 1) Calls may only be placed between the hours of 8:00 a.m. and 9:00 p.m., local time of the called party or as specific state law regulates.
- 2) When conducting telemarketing campaigns, no artificial or prerecorded voice shall be used to deliver a message to any residential telephone number. However, EchoStar does deliver automated messages to our existing customers with whom EchoStar has an existing business relationship for the purpose of communicating information such as customer service reminders, credit card expiration reminders, and special programming solicitation.
- 3) When making a telemarketing call, EchoStar and its telemarketing vendors shall always provide the potential customer with the caller's name and that the caller is telephoning on behalf of "DISH Network."
- 4) Advertisements may not be transmitted by any device to a telephone facsimile machine unless the person receiving the facsimile has given prior express invitation or permission to receive it.

EXHIBIT 63

EXHIBIT 63

JA004480
003348

TX 102-003742

**OE RETAILER AMENDMENT
TO
ECHOSTAR RETAILER AGREEMENT**

This OE Retailer Amendment to EchoStar Retailer Agreement (the "Amendment") is made and effective as of December 31, 2006, by and between EchoStar Satellite L.L.C., formerly known as EchoStar Satellite Corporation ("EchoStar"), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and SATELLITE SYSTEMS NETWORK, having a place of business at 9831 IRVINE CENTER DR IRVINE, CA 92618 ("Retailer").

WHEREAS, EchoStar and Retailer have previously entered into an EchoStar Retailer Agreement, as such agreement may have previously been amended (the "EchoStar Retailer Agreement"); and

WHEREAS, the parties wish to amend the EchoStar Retailer Agreement as described below;

NOW, THEREFORE, in consideration of the benefits that will accrue to each party as a result of the matters described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to amend the EchoStar Retailer Agreement as follows:

1. Section 1.13 shall be deleted in its entirety and replaced with the following:

1.13 "DISH DBS System" means a satellite receiver, which for purposes of this Agreement shall mean a single standalone consumer electronics device, and related components packaged therewith (if any), intended to be utilized solely for the reception of Programming delivered by satellite transponders owned, leased and/or otherwise operated or utilized by EchoStar and/or any of its Affiliates, which is: (i) sold directly to Retailer by EchoStar or an EchoStar Affiliate under the "EchoStar" brand name or the brand name of an EchoStar Affiliate; (ii) sold directly to Retailer by a Third Party Manufacturer pursuant to authorization granted by EchoStar under the brand name of such Third Party Manufacturer; or (iii) sold (or leased if the applicable Promotional Program involves leasing equipment to consumers) directly by EchoStar or an EchoStar Affiliate under the "EchoStar" brand name or the brand name of an EchoStar Affiliate to a consumer for whom Retailer correctly and completely performed the order entry tasks related to the provisioning of Eligible Residential Programming for the corresponding new Residential Subscriber Account using the OE Tool.

2. Section 1.44 shall be deleted in its entirety and replaced with the following:

1.44 "Residential Subscriber Account" means the customer account set up and maintained by EchoStar for a Qualifying Residential Subscriber who purchased a DISH DBS System directly from EchoStar (solely with respect to Qualifying Residential Subscribers for whom Retailer correctly and completely performed the order entry tasks related to the provisioning of Residential Programming using the OE Tool) or a DISH DBS System or Promotional Certificate directly from Retailer (in all other cases) and for whom Eligible Residential Programming has been activated by EchoStar and which customer account remains active and in good standing.

3. A new Section 1.56 shall be added as follows:

1.56 "OE Tool" means EchoStar's proprietary web-based order entry tool or any successor tool(s) thereto as designated by EchoStar at Any Time in its Sole Discretion, upon notice to Retailer. Retailer acknowledges and agrees that neither it nor any of its Affiliates, employees, agents, sub-agents, or independent contractors has any right, title or interest in, to or under the OE Tool and that in no event shall Retailer permit any person or entity to use the OE Tool except as specifically permitted under the terms and conditions of this Agreement and applicable Business Rules. Retailer shall provide network elements for interconnection of the OE Tool with its own systems and at its sole cost and expense.

4. The following new sentence shall be added immediately following the last sentence of Section 2.9:

In the event that Retailer performs any order entry tasks related to the provisioning of Eligible Residential Programming for a new Residential Subscriber Account using the OE Tool, Retailer shall be responsible for scheduling the installation of DISH DBS Systems, related accessories and other equipment for the applicable Qualifying Residential Subscriber in accordance with and subject to the terms and conditions of this Agreement and the Business Rules otherwise applicable to such scheduling and EchoStar shall have the right (but not the obligation) to perform (directly and indirectly through its installation subcontractors and otherwise) any and all installation and maintenance services in connection therewith without any obligation or liability to Retailer whatsoever.

5. Clause (IV) of Section 6.2.5 shall be amended by inserting the text "OR (XI)" between "V" and "BELOW"; and line 3 of clause (V) of Section 6.2.5 shall be amended by inserting "AND EXCEPT AS OTHERWISE PROVIDED IN (XI) BELOW" between "ECHOSTAR" and the comma that immediately follows.

KRAKAUER v. DISH

Page 1 of 3

**Plaintiff's Exhibit
PX0028**

Confidential and Proprietary

L:\JDG\oe echostar retailer amendment FINAL 111006

Confidential

DISH5-0000031815

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003349

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TX 102-003743

6. A new clause (XI) shall be added to Section 6.2.5 as follows:

(XI) UNLESS EXPRESSLY SET FORTH TO THE CONTRARY UNDER APPLICABLE BUSINESS RULES AND EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (IV) OR (V) ABOVE, ADDITIONAL RESIDENTIAL INCENTIVES SHALL ONLY BE PAID TO RETAILER WITH RESPECT TO DISH DBS SYSTEMS THAT: (A) ARE SOLD (OR LEASED IF THE APPLICABLE PROMOTIONAL PROGRAM INVOLVES LEASING EQUIPMENT TO CONSUMERS) DIRECTLY BY ECHOSTAR OR AN AFFILIATE OF ECHOSTAR TO A QUALIFYING RESIDENTIAL SUBSCRIBER FOR WHOM RETAILER CORRECTLY AND COMPLETELY PERFORMED THE ORDER ENTRY TASKS RELATING TO THE PROVISIONING OF ELIGIBLE RESIDENTIAL PROGRAMMING FOR A NEW RESIDENTIAL SUBSCRIBER ACCOUNT USING THE OE TOOL AND (B) RESULT IN THE ACTIVATION OF ELIGIBLE RESIDENTIAL PROGRAMMING FOR A NEW RESIDENTIAL SUBSCRIBER ACCOUNT.

7. The first sentence of Section 6.5.5 shall be deleted in its entirety and replaced with the following:

Retailer shall not be entitled to any Incentives with respect to the activation by EchoStar of a DISH DBS System unless: (i) all of the individual components comprising the applicable DISH DBS System (e.g., receivers, dishes and LNBFs) are confirmed by EchoStar as having been purchased by Retailer directly from either: (a) EchoStar or an Affiliate of EchoStar, or (b) a Third Party Manufacturer; or (ii) the DISH DBS System is delivered pursuant to (a) a Promotional Certificate that is confirmed by EchoStar as having been purchased by Retailer directly from EchoStar or an Affiliate of EchoStar, or (b) an order entry correctly and completely performed by Retailer using the OE Tool.

8. Except as expressly modified herein, this Amendment is not intended to, and does not, alter, amend or modify all or any part of the EchoStar Retailer Agreement. The distribution of this Amendment shall not be construed as an admission or acknowledgement by EchoStar that an agreement exists between Retailer and EchoStar, that if an agreement exists, such agreement is in full force and effect, that Retailer is not in breach or default thereunder. Nothing contained herein shall serve to revive an EchoStar Retailer Agreement that has been terminated pursuant to Section 10.2, 10.3 or 10.4 thereof. Furthermore, nothing contained herein shall constitute a waiver by either party or any of its Affiliates of any rights or remedies they may have under the terms and conditions of the EchoStar Retailer Agreement.

9. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the EchoStar Retailer Agreement.

10. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between the parties which alter, amend, modify or supplement this Amendment.

11. RETAILER AND ECHOSTAR HEREBY REPRESENT, WARRANT, ACKNOWLEDGE AND AGREE THAT: (A) THEIR INDEPENDENT COUNSEL HAS REVIEWED, OR THEY HAVE BEEN GIVEN A REASONABLE OPPORTUNITY FOR THEIR INDEPENDENT COUNSEL TO REVIEW (BUT DECLINED SUCH REVIEW), THIS AMENDMENT; (B) THE TERMS AND CONDITIONS OF THIS AMENDMENT, AND EACH AND EVERY PARAGRAPH AND EVERY PART HEREOF, HAVE BEEN COMPLETELY AND CAREFULLY READ BY, AND EXPLAINED TO, THE PARTIES; (C) THE TERMS AND CONDITIONS OF THIS AMENDMENT ARE FULLY AND COMPLETELY UNDERSTOOD BY EACH PARTY AND EACH PARTY IS COGNIZANT OF ALL OF SUCH TERMS AND CONDITIONS AND THE EFFECT OF EACH AND ALL OF SUCH TERMS AND CONDITIONS; AND (D) THIS AMENDMENT IS MADE AND ENTERED INTO VOLUNTARILY BY EACH PARTY, FREE OF UNDUE INFLUENCE, COERCION, DURESS, MENACE OR FRAUD OF ANY KIND WHATSOEVER, AND HAS BEEN EXECUTED BY EACH PARTY OF THEIR OWN FREE WILL.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and/or accepted electronically by their duly authorized representatives as of the date first written above.

ECHOSTAR SATELLITE L.L.C.

By: _____
Name:
Title:

RETAILER

Retailer Number: **821970**

Retailer Company Name: **SATELLITE SYSTEMS NETWORK**
(please print)

Street Address: **9831 IRVINE CENTER DR**
(please print)

City, State, Zip Code: **IRVINE, CA 92618**
(please print)

By: _____
(signature)

Name (please print): **ALEX TEHRANCHI**

Title (please print): **PRESIDENT**

**[SIGNATURE PAGE OF OE RETAILER AMENDMENT
TO ECHOSTAR RETAILER AGREEMENT]**

EXHIBIT 64

EXHIBIT 64

JA004484
003352

TX 102-003746

**RETAIL SERVICES
RETAILER COMPLIANCE FILE**

Retailer Info:

Retailer Name: Satellite Systems Network
Retailers OE/Sales #: 821970
Address, City, State: 9831 Irvine Center Drive., Irvine, CA 92618
Primary Contact: Alex Teranchi
Contact Phone: (800) 615-0241
Contact Phone (Alt.): 949-433-5010
Fax No.: (949) 643-7173
Email Address: alex@yourdish.tv
Last Updated: May 24, 2007

Preferred Method of Contact: _____

FILE CONTENTS

TAB	Document Description	Date
1	Phone Log	
2	Correspondence – General Email	
3	Correspondence – General Letters	
4	Retailer Responses	
5	Consumer Complaints	
6	Seibel Information	
7	Website/Advertising	
8	Central Setup File	
9	Research	
10	Call Monitoring	
11	DNC Compliance Information	
12	Affiliate – 3 rd Party	

**KRAKAUER v. DISH
1:14-cv-00333-CCE-JEP
Plaintiff's Exhibit
PX15**

Confidential

Page 1

5/24/2007

Krakauer- 00019074

Confidential

DISH-Paper-007978

**JA004485
003353**

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TX 102-003747

PHONE LOG

[illegible]

Krakauer--00019075

Confidential-

JA004486
DISH-389-007979
003354

SLC_DNC_Investigation_0015335
TX 102-003748

Snyder, Serena

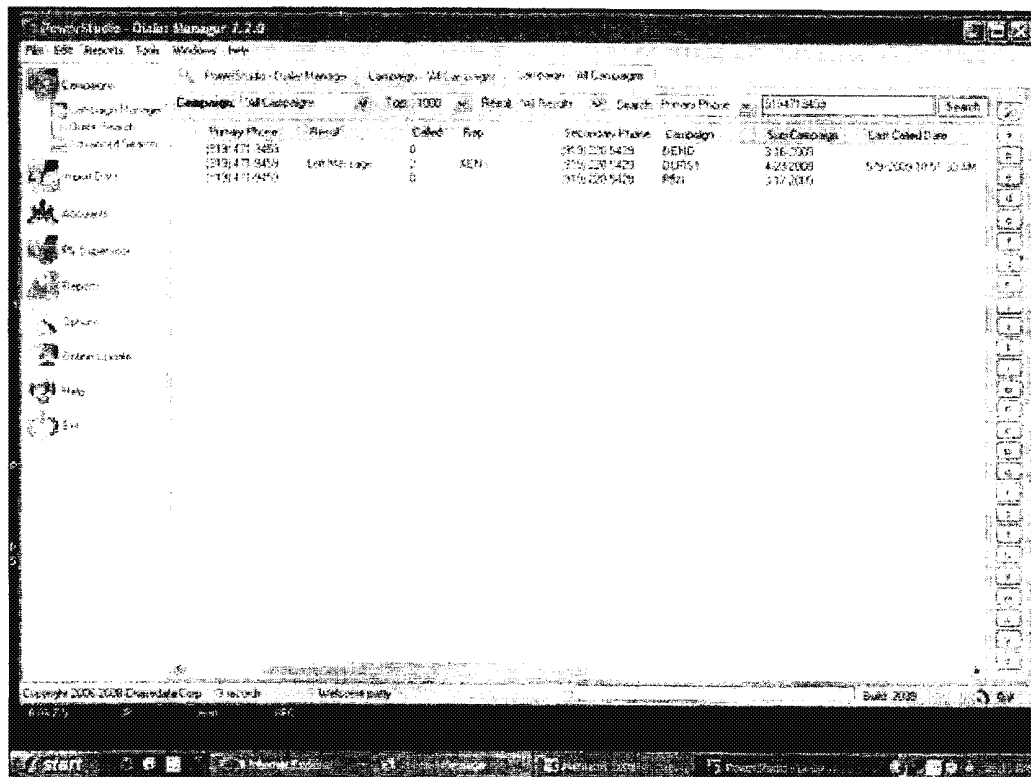
From: patty [patty@yourdish.tv]
Sent: Thursday, May 28, 2009 3:31 PM
To: Snyder, Serena
Cc: 'Sophie'
Subject: RE: Satellite Systems Network - Krakauer DNC National 09 07 03

Hello Reji Musso,

We first heard of the issue with Mr. Thomas Krakauer on the 20th of May when Terrence advised us of the "Do Not Call" violation. That very same day we took Mr. Krakauer phone number out of our entire master lead list and put his phone number on our DNC list. Our lead for Mr. Krakauer was generated by us we sold him Direct tv back in April of 2003 when we were a DirecTV retailer. We do not have a date for scrubbing this lead through PossibleNow because at the time we were not a PossibleNow member. The caller id that we used to make the outbound call is 800-375-8211. Below is the email that we sent to Terrence.

Hello Terrence,

With regards to Mr. Thomas Krakauer below is a screenshot showing when we contacted him. Our sales representative Ken is our top employee he has been with us for 3 years. We have not received any complaints about him. He sells the most and has the least amount of cancellations. We have already deleted Mr. Krakauer from our database. If you need any further information please feel free to email Sophie.



Thanks Again,
Patty

5/29/2009

Krakauer--00019076

Confidential-

JA004487
DISH-003355 007980

SLC_DNC_Investigation_0015336
Docket 81704 Document 2021-08959
TX 102-003749

Prior to this complaint we did not know that Mr. Krakauer wanted off our calling list. Also our dialers are set to automatically turn off at 6:30 PM Pacific Time so no calls are made after that time. We always comply with National Do Not Call Policies and even our dialer has a internal Do Not Call list that we put all customers that do not want to be contacted again and those customers will not be called again. We take Do Not Call violations very seriously that is why when someone contacts us and tell us that they want to be put on our Do Not Call we do it at that moment. Please let me know if you need any further information.

Thank you,

Sophie

P.S.

Ms. Serena Snyder can you please forward this email to Reji Musso. Thank you we gladly would appreciate it.

From: Sophie [mailto:sophie@Yourdish.tv]
Sent: Thursday, May 28, 2009 1:50 PM
To: patty@Yourdish.tv
Subject: FW: Satellite Systems Network - Krakauer DNC National 09 07 03
Importance: High

From: Snyder, Serena [mailto:Serena.Snyder@dishnetwork.com]
Sent: Thursday, May 28, 2009 1:29 PM
To: sophie@Yourdish.tv
Cc: Musso, Reji; Vendor Inquiries; Rukas, Terrence; alex@yourdish.tv
Subject: Satellite Systems Network - Krakauer DNC National 09 07 03
Importance: High

Notice of Alleged Complaint "Do Not Call" Violation

To Ms. Tehranchi,

A fax of the Notice of Alleged Complaint "Do Not Call" Violation was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@dishnetwork.com.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)
serena.snyder@dishnetwork.com
Please Note New Email Address

No virus found in this incoming message.
Checked by AVG - www.avg.com

5/29/2009

Krakauer--00019077

Confidential-

JA004488
DISP 007981
003356

SLC_DNC_Investigation_0015337

TX 102-003750

Version: 8.5.339 / Virus Database: 270.12.43/2139 - Release Date: 05/28/09 08:10:00

5/29/2009

Krakauer--00019078

Confidential-

JA004489
DHS-2009-007982
003357

SLC_ DNC_Investigation_0015338
TX 102-003751

Snyder, Serena

From: Sophie [sophie@Yourdish.tv]
Sent: Wednesday, April 08, 2009 2:13 PM
To: Vendor Inquiries
Subject: FW: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09

Serena,

The contact name for the leads was Jeff Rogers. His phone number is 908-358-7090. On 10-13-2008 we were with dnc.com, we were not with PossibleNow. We got PossibleNow on 10-23-2008 and did the training on 10-27-2008. Every year we have to purchase the San number in order to scrub the list with PossibleNow which we do purchase every year. The outbound dialer was with Five9 but they were too expensive so we changed about three weeks ago and are with chase data. We have no records of the consumer phone numbers since we are no longer with Five9.

Thanks,
Sophie

From: Vendor Inquiries [mailto:VendorInquiries@echostar.com]
Sent: Wednesday, April 08, 2009 12:46 PM
To: Sophie; Vendor Inquiries
Subject: RE: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09

Sophie,

Thank you for your quick response and attention to these consumer issues. We originally sent these to Alex on 11/20/08 and 03/27/09. Do we have the right email address for him 'alex@yourdish.tv'? And we will make sure to include you on any complaints we receive in the future.

In addition to making sure these phone numbers have been removed from your calling list can you please provide the following?

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumers' phone numbers

Thank you for your assistance. We look forward to your response and to concluding our research into these consumer issues.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

From: Sophie [mailto:sophie@Yourdish.tv]
Sent: Wednesday, April 08, 2009 1:09 PM
To: Vendor Inquiries
Subject: FW: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09
Importance: High

To Whom It May Concern:

4/8/2009

Krakauer--00019079

Confidential-

JA004490
DISH Page 20 007983
003358

SLC_ DNC_Investigation_0015339
TX 102-003752

First of all this is the first time we have got any email in regards to this matter. We have checked our data base and both of these numbers were taken out last year. As soon as anyone asks to be put on the DNC, we take them out of our data base right away. I hope this answers the consumers' complaints.

Yours truly,
Sophie Tehranchi

From: Vendor Inquiries [mailto:VendorInquiries@echostar.com]
Sent: Wednesday, April 08, 2009 9:27 AM
To: sophie@yourdish.tv
Cc: Vendor Inquiries
Subject: FW: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09
Importance: High

Dear Sophie Tehranchi,

We have audited our records and found that we have not received a response for the following TCPA / DNC Issues. These escalated issues need your immediate attention and response. I have attached the original letters that have been sent to you.

Submitted Date	Consumer First Name	Consumer Last Name	Consumer Phone Number	Consumer DNC	Date Added to List (N, S, W, I)	Caller ID	Complaint Type	Retailer Name
10/14/08	Angela	Schooler	512-301-6838	None		800-375-8211	F P	Satellite System:
03/20/09	Kitty	Fowler	530-675-2230	I	04/29/08	800-375-8211	F P H RFL	Satellite System:

If you have any questions please contact me, so we can conclude our research for these consumers' complaints.

Thank you.
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

From: Snyder, Serena
Sent: Friday, April 03, 2009 2:16 PM
To: 'alex@yourdish.tv'
Cc: Vendor Inquiries; Rukas, Terrence
Subject: URGENT - Satellite Systems Network - Follow Up TCPA / DNC Issues 2 - 11/20/08 and 03/27/09
Importance: High

Dear Mr. Tehranchi,

We have audited our records and found that we have not received a response for the following TCPA / DNC Issues. These escalated issues need your immediate attention and response. I have attached the original letters that have been sent to you.

Submitted Date	Consumer First Name	Consumer Last Name	Consumer Phone Number	Consumer DNC	Date Added to List (N, S, W, I)	Caller ID	Complaint Type	Retailer Name
10/14/08	Angela	Schooler	512-301-6838	None		800-375-8211	F P	Satellite System:

4/8/2009

Krakauer--00019080

Confidential-

IA004491
DISH-003359 007984

SLC_DNC_Investigation_0015340
TX 102-003753

If you have any questions please contact me, so we can conclude our research for these consumers' complaints.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

4/8/2009

Krakauer--00019081

Confidential-

JA004492
DISH-007985
003360

SLC_ DNC_Investigation_0015341

TX 102-003754

Snyder, Serena

From: Snyder, Serena
Sent: Friday, March 27, 2009 4:02 PM
To: 'alex@yourdish.tv'
Cc: Musso, Reji; Vendor Inquiries; Rukas, Terrence
Subject: Satellite Systems Network - TCPA Violation Fowler F P RFL
Importance: High
Attachments: Fowler 03 27 09.TIF

Notice of Alleged Complaint "Do Not Call" Violation

To Mr. Tehranchi,

A fax of the Notice of Alleged Complaint "Do Not Call" Violation was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@echostar.com.

If you have any questions, please contact me.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

3/27/2009

Krakauer--00019082

Confidential-

JA004493
DISH-007986
003361

SLC_ DNC_Investigation_0015342

TX 102-003755

Snyder, Serena

From: Snyder, Serena
Sent: Thursday, November 20, 2008 4:03 PM
To: 'alex@yourdish.tv'
Cc: Musso, Reji; Taber, Chris; Vendor Inquiries
Subject: SSN- TCPA Allegation Schoolar
Importance: High
Attachments: Schoolar 11 20 08.TIF

Notice of Allegation - Telephone Consumer Protection Act (TCPA)

To Mr. Tehranchi:

A fax of the Notice of Alleged Complaint TCPA was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@echostar.com.

If you have any questions, please contact me.

Thank you,
Serena Snyder
Retail Services Compliance
Echostar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)

11/20/2008

Krakauer--00019083

Confidential-

JA004494
DISH Page 2 of 007987
003362

SLC_ DNC_Investigation_0015343

TX 102-003756



November 20, 2008

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Dr.
Irvine, CA 92618

Via Facsimile: 949-643-7173
Via E-Mail: alex@yourdish.tv

Re: Notice of Allegation - Telephone Consumer Protection Act (TCPA)

Dear Mr. Tehranchi:

Please be advised that on October 14, 2008 a complaint was filed against DISH Network® L.L.C. by Ms. Angela Schoolar alleging that she received frequent, persistent calls to her home number of 512-301-6838 with a caller identification of 800-375-8211. When this number was called a representative named Louie identified Satellite Systems Network located out of Irvine, CA. Please immediately insure that this phone number has been added to your internal DNC registry. Ms. Schoolar believes these attempts to contact her are in violation of Telephone Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders.

Please provide, within the next five (5) days, a detailed explanation of the interaction with this consumer including, but not limited to,

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumer phone number 512-301-6838

This information should be forwarded to:

DISH Network L.L.C.
Retail Services – Reji Musso
9601 S. Meridian Blvd.
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. DISH Network L.L.C. hereby requests that Satellite Systems Network defends and indemnifies DISH Network from and against any and all costs that DISH Network incurs therein.

Mr. Alex Tehranchi

Reji Musso

Angela Schoolar

Krakauer--00019084

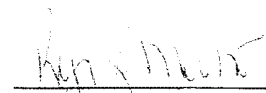
Confidential-

JA004495
DISH Page 5 of 5
003363

SLC_DNC_Investigation_0015344
TX 102-003757

This letter is without prejudice to any rights and remedies that may be available to LSCN Network at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.



Reji J. Musso
Compliance Manager
Retail Services

cc: Emily Pastorius

10/10/2019 10:10 AM

10/10/2019 10:10 AM

10/10/2019 10:10 AM

Krakauer--00019085

Confidential-

JA004496
D-017-0007989
003364

SLC_DNC_Investigation_0015345
TX 102-003758

Musso, Reji

Satellite System
Network

From: Musso, Reji
Sent: Thursday, June 21, 2007 12:09 PM
To: 'alex@yourdish.tv'
Cc: Mills, Mike
Attachments: Call Monitoring doc 06 21 07.TIF

Alex, you should have received this fax in an earlier communication in February. I hope that you will review the document and then give me a call to discuss.

I have heard from the Field Sales team that you have been reluctant to allow us access to your customer service/call center. If that is the case, I would certainly welcome an opportunity to discuss your reservations and work on a resolution.

If there is someone else that I should speak to regarding this requirement, please let me know.

I will appreciate your cooperation and participation in this highly visible project.

Regards,

Reji J. Musso (Ms)

Compliance Manager
Retail Services
EchoStar Satellite LLC
9601 S. Meridian Blvd
Englewood, CO 80112
303.723.3262 (tel)
720.514.8288 (fax)

6/28/2007

Krakauer--00019086

Confidential-

JA004497
D-01-007990
003365

SLC_ DNC_Investigation_0015346

TX 102-003759



Satellite Systems
Network

Retail Services
9601 S. Meridian Boulevard
Englewood, CO 80112

February 20, 2007

Alex Tehranchi
Satellite Systems Network
135 Columbia
Aliso Viejo, CA 92656

VIA FACSIMILE: 949-643-7173
VIA E-MAIL: alex@yourdish.tv

Re: Call Monitoring

Dear Alex Tehranchi:

Thank you to everyone who has participated in our call monitoring initiatives. In our joint effort to provide a world class customer experience, we are expanding this program to include all of our partners.

Our objective has been to utilize various methods for gathering quality assurance information relative to sales and customer service delivery.

- Live/On-Site – can be done with an Echostar representative in your location(s).
- Live/Remote – can be done if we have the ability to monitor your switch
- Recorded/Remote – you can provide us a predetermined # of calls that our QA resources can review
- Recorded/On-Site – in conjunction with our visit, we can assist your QA teams in reviewing previously recorded calls; these are also helpful as needed in customer service research.

It is our intention to use any or all of these methods to engage with you to provide feedback on opportunities for quality improvement to meet expectations for sharing accurate and complete information on disclosures and to ultimately reduce churn.

Beginning February 15, 2007 and through the month of March, you will be contacted by the local Field Sales Development Representative (FSDR) to arrange a time for the initial on-site monitoring visit. Subsequent visits will occur bi-weekly.

Echostar expects your support and cooperation with the implementation and facilitation of these new initiatives.

Sincerely,

Robb Origer
Director, Retail Services
Echostar Satellite L.L.C.

Copies to: Erik Carlson
Brian Neylon
James Jacobsen
Julie Riddell
Mike Mills
Jennifer Koutny
Esmeralda Barela
Reji Musso

TAT

Krakauer-00019087

Confidential-

JA004498
DISH-007991
003366

SLC_DNC_Investigation_0015347
TX 102-003760

Musso, Reji

Satellite Sys Network

From: Oberbillig, Mike
Sent: Wednesday, May 16, 2007 1:56 PM
To: Musso, Reji
Cc: Mills, Mike
Subject: RE: Teranchi call - Thursday

1PM PT, 2PM MT

Please set it up in outlook. Call me and we can conf in Alex on his cellular (949) 433-5010

-----Original Message-----

From: Musso, Reji
Sent: Tuesday, May 15, 2007 10:40 AM
To: Oberbillig, Mike
Cc: Haman, Galen; Hopkins, Cathy
Subject: RE: Teranchi call

We have a lot of options on Thursday - at least at this moment in time...

All in MDT

8:30 - 10:00
1:30 - 2:30
3:30 - 5:00

Let me know - and thanks.

Reji Musso
Compliance Manager
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)

Musso, Reji

Sat Sys Network

From: Oberbillig, Mike
Sent: Thursday, May 10, 2007 4:00 PM
To: Neylon, Brian; Mills, Mike; Musso, Reji
Cc: Fielding, Bobby
Subject: RE: Teranchi

I have not, and have not been provided any details. I was aware of a garnishment issue,(\$15k) that was taken from their funds this week for Nathaniel Burdge, which Bruce Werner had spoken with Alex about.

-----Original Message-----

From: Neylon, Brian
Sent: Thursday, May 10, 2007 1:57 PM
To: Oberbillig, Mike; Mills, Mike; Musso, Reji
Subject: Teranchi

Mike O
Have you talked to alex regarding the spafford case. What are we doing here?
Sent From My Wireless Handheld

Musso, Reji

From: Oberbillig, Mike
Sent: Thursday, May 10, 2007 4:00 PM
To: Neylon, Brian; Mills, Mike; Musso, Reji
Cc: Fielding, Bobby
Subject: RE: Teranchi

I have not, and have not been provided any details. I was aware of a garnishment issue,(\$15k) that was taken from their funds this week for Nathaniel Burdge, which Bruce Werner had spoken with Alex about.

-----Original Message-----

From: Neylon, Brian
Sent: Thursday, May 10, 2007 1:57 PM
To: Oberbillig, Mike; Mills, Mike; Musso, Reji
Subject: Teranchi

Mike O

Have you talked to alex regarding the spafford case. What are we doing here?
Sent From My Wireless Handheld

Musso, Reji

From: Origer, Robb
Sent: Thursday, February 15, 2007 5:50 PM
To: Musso, Reji
Subject: RE: Satellite Systems Network

ok

From: Musso, Reji
Sent: Thursday, February 15, 2007 12:56 PM
To: Origer, Robb
Subject: RE: Satellite Systems Network

I have gotten only two allegations – Fisher and Mitchell...they include Spafford Lawsuit.

Denise thinks that Bruce provided information on their performance prior to 06 – she said she didn't have anything else.

Brian tells me that they are doing well and going on the incentive trip...so, once again, this is a business decision. I guess we just need to let the attorney know that as far as we know, they have "righted the wrongs".

Reji J. Musso
Manager - Compliance
Retail Services
803.723.3262 (tel)
770.514.8288 (fax)
reji.musso@echostar.com

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From: Origer, Robb
Sent: Thursday, February 15, 2007 7:28 AM
To: Musso, Reji
Subject: Satellite Systems Network

what is the detail on the allegations on this account -

2/16/2007

Krakauer--00019091

Confidential-

JA004502
DISH-003570-007995

SLC_ DNC_Investigation_0015351
TX 102-003764

Musso, Reji

From: Musso, Reji
Sent: Friday, February 09, 2007 2:01 PM
To: 'Bobby Samini'
Subject: Gregory Fisher

Forgive any confusion. Jeffrey Mitchell and Gregory Fisher have identified Satellite Systems Network.

Thanks, Bobby.

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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Satellite Systems Network

Musso, Reji

From: Whatton, Michael
Sent: Wednesday, February 07, 2007 3:23 PM
To: Musso, Reji
Subject: RE: Can you id the sales partner for me through E*C?

Finally some success! It is Satellite Systems Network.

Work Order: 45459350700006002
Canceled NC- NEW CONNECT 11/09/2005 PM
TECH: 010431594
5 hours and 20 minutes (32 units)

GREGORYA FISHER 937/681-3224 937/681-3224 7412 BARR CIR DAYTON, OH 45459-3507 Activated: Warranty: DISH Home Protection Plan	Digital Dish - Cincinnati Of MANAGEMENT AREA: 8D CSG ACCOUNT: 825590936686564 RESCHED COUNT: 0 CREATOR OPID: WD7 LAST EVENT: N/A
--	---

WORK ORDER REASON: Digital Home Advantage DIGITAL HOME
STANDARD NOTES:
WORK ORDER NOTES: Sales Partner- SATELLITE SYSTEMS NETWORK. -- SSYS029 -
WEB DHA SALE
DISPATCHER NOTES: N/A

Service Activities	Hardware Required
DISH 1000 Installation	DISH 1000
Standard Installation (1 and 1)	Use applicable components for
SuperDISH Install	SuperDISH Kit
105° SuperDISH	
Additional Tuner Hookup	
	DH 625 System

AA ... ACTIVATION T(... Standard Video Installation *C ... SuperDISH Kit (video) T\$... DH 522/625 P RCVR *F ... SuperDISH Install (video) 4W ... 2nd Tuner Install Y~ ... DISH 1000 Install .D ... DHA COMMIT	?? ... SALES PARTNER {7 ... 105° Services }{ ... Retail DHA }} ... DHPP WARRNTY K: ... DHA 18 Y: ... 129° Services #X ... DMA DAYTN OH AC ... TOP 200	CU ... FXCINCINN D0 ... HBO D1 ... CINEMAX D2 ... SHOWTIME K> ... HB SH MX JW ... 1ST MNTH
--	--	---

CUSTOMER EQUIPMENT: No Equipment In System

DISH 1000 Installation Required - Use DISH 1000 antenna and applicable components.
105 SuperDISH installation required
Account holder must sign the DHA Agreement. The Additional Services section be complete prior to the customer signing the agreement.

*****SAFETY RULES ARE YOUR BEST TOOLS*****

+++ Account can be activated via the IVR: 888-233-3474; call using the cell phone whenever possible; IVR will auto route; follow the activation prompts

Thank you,
Michael Whatton
Key Accounts Field Support
720.514.6173
303.252.6994 (fax)
Email: <mailto:michael.whatton@echostar.com>

From: Musso, Reji
Sent: Wednesday, February 07, 2007 11:48 AM
To: Whatton, Michael
Subject: Can you id the sales partner for me through E*C?

8255909366865647

Reji J. Musso
Manager - Compliance
Retail Services
303.723.3262 (tel)
720.514.8288 (fax)
reji.musso@echostar.com

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Musso, Reji

From: Musso, Reji
Sent: Wednesday, January 17, 2007 11:35 AM
To: 'alex@yourdish.tv'
Subject: Satellite Systems Network_L2_Mitchell_1.17.06.doc

Attachments: Satellite Systems Network_L2_Mitchell_1.17.06.doc



Satellite Systems
Network_L2_M...

A signed copy of this letter will be faxed to 949-643-7173 today. While this complaint is "dated," we will still appreciate the favor of a reply.

Thank you for your time.

Reji J. Musso

Senior Communications
Manager - Compliance
Retail Services
9801 S. Maryland Blvd.
Englewood, CO 80112
317.713.3250 (tel.)

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Musso, Reji

From: Bobby Samini [bsamini@alsalaw.com]
Sent: Friday, January 12, 2007 1:31 PM
To: Musso, Reji
Subject: SSN.100 / Fisher Complaint
Attachments: IMDB1_12668_2.PDF

Mr. Musso:

We represent Satellite Systems Network, LLC. Attached is our correspondence which was sent to you by U.S. Mail earlier this week.

Bobby Samini | Allenbaugh | Samini LLP
1201 Dove Street, Suite 400 | Newport Beach, California 92660
Tel: (949) 724.0900 | Fax: (949) 724.0901
Email: bsamini@alsalaw.com | Website: www.alsalaw.com

| Newport Beach | GuanZhou |

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1/31/2007

Krakauer--00019096

Confidential-

JA004507
DISPATCH-008000
003575

SLC_ DNC_Investigation_0015356
TX 102-003769

Musso, Reji

Sent: Wednesday, January 03, 2007 2:42 PM
To: Central File Request
Cc: Musso, Reji
Subject: Satellite Systems Network

Additional Information: Once again, this info is being requested on behalf of legal and as a result of a government inquiry. Thanks.

AP: 133868
AR: 821970

Contact Found: 0

Contact Info: 0

Contact Info Found: 0

Contact Information: 0

Contract: -1

Contract Information: 0

EFT: -1

EFT Found: 0

Entire File: -1

Notes1: Everything we have.

Other: 0

Other (Specify Below): 0

Other1: 0

Requestor Dept: Retail Services

Requestor Name: Reji Musso

Retailer Applications: -1

Retailer Applications Found:

0

Retailer or Vendor: Retailer

Structure: -1

Structure Found: 0

W-9: -1

W-9 Found: 0

Thank you,

Monique Chavez

Echostar

Central Setup

720.514.5077

Monique.Chavez@Echostar.com

Musso, Reji

From: Dufault, Ron
Sent: Thursday, September 21, 2006 12:41 PM
To: Vallejos, Lisa
Cc: Musso, Reji
Subject: RE: Your Free Dish
Attachments: \$25,500 fine ordered against Vitana in 2004.doc; Consumer complaint with rebuttal by DTV saying they termed the retailer.doc

Yes, I just cracked it.

It is SATELLITE SYSTEMS NETWORK OE# 821970

Owner is ALEX TEHRANCHI

They were fined \$25,500.00 by North Carolina in 2004 for TCPA violations.

I've attached a couple documents for your reading pleasure.

THANKS

Ron Dufault
Retail Services
EchoStar Satellite L.L.C.
303-723-3244

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-----Original Message-----

From: Vallejos, Lisa
Sent: Thursday, September 21, 2006 11:13 AM
To: Dufault, Ron
Subject: FW: Your Free Dish

Hey Ron,

Did you have any luck finding who the retailer is tied to the website listed below?

Reji asked you about it yesterday.

Thank You,
Lisa Vallejos
DISH Network
Retail Services - Risk Management

The contents of this electronic message and any attachments are intended only for the addressee

1/31/2007

Krakauer--00019098

Confidential

JA004509-008002
DISP-529-003377

SLC_DNC_Investigation_0015358

TX 102-003771

Snyder, Serena

From: Snyder, Serena
Sent: Thursday, May 28, 2009 2:29 PM
To: 'sophie@Yourdish.tv'
Cc: Musso, Reji; Vendor Inquiries; Rukas, Terrence; 'alex@yourdish.tv'
Subject: Satellite Systems Network - Krakauer DNC National 09 07 03
Importance: High
Attachments: Krakauer 05 28 09.TIF

Notice of Alleged Complaint "Do Not Call" Violation

To Ms. Tehranchi,

A fax of the Notice of Alleged Complaint "Do Not Call" Violation was sent today. I am also sending a copy of the letter via E-Mail attachment. Please comply with the requirements therein. If you are sending a response via E-mail to Reji Musso, please copy me: serena.snyder@dishnetwork.com.

Thank you,
Serena Snyder
Retail Services Compliance
Dish Network
9601 S. Meridian Blvd
Englewood, CO 80112
720-514-5742 (tel)
720-514-8288 (fax)
serena.snyder@dishnetwork.com
Please Note New Email Address

5/28/2009

Krakauer--00019100

Confidential-

IA004511
Dish Paper-008004
003579

SLC_DNC_Investigation_0015360
TX 102-003773



May 27, 2009

Mr. Alex Tehranchi
Mrs. Sophie Tehranchi
Satellite Systems Network
9831 Irvine Center Dr.
Irvine, CA 92618

Via Facsimile: 949-643-7173
Via E-Mail: alex@yourdish.tv

Re: Notice of Alleged Complaint "Do Not Call" Violation

Dear Mr. and Mrs. Tehranchi:

Please be advised that on May 19, 2008 a complaint was filed against DISH Network® L.L.C. by Mr. Thomas Krakauer alleging that he received harassing calls to his home number of 919-471-9459 which has been on the National DNC list since September 7, 2003 from the caller identification of 800-375-8211. This number has been identified as belonging to Satellite Systems Network. Please immediately insure that this phone number has been added to your internal DNC registry. Mr. Krakauer believes these attempts to contact him are in violation of Telephone Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders.

Please provide, within the next five (5) days, a detailed explanation of the interaction with this consumer including, but not limited to,

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumer phone number 919-471-9459
- Caller id used to make outbound phone calls

This information should be forwarded to:

DISH Network L.L.C.
Retail Services – Reji Musso
9601 S. Meridian Blvd.
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. DISH Network L.L.C. hereby requests that Satellite Systems Network defends and indemnifies DISH Network from and against any and all costs that DISH Network incurs therein.

This letter is without prejudice to any rights and remedies that may be available to DISH Network at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read "Reji J. Musso", written over a horizontal line.

Reji J. Musso
Compliance Manager
Retail Services

cc: Emily Pastorius

DISH Network® L.L.C.

9601 Meridian Blvd

Englewood, CO 80112

Krakauer--00019101

Confidential-

JA004512
DISH-008005
003580

SLC_DNC_Investigation_0015361
TX 102-003774



March 27, 2009

Mr. Alex Tehranchi
Satellite Systems Network
9831 Irvine Center Dr.
Irvine, CA 92618

Via Facsimile: 949-643-7173
Via E-Mail: alex@yourdish.tv

Re: Notice of Allegation - Telephone Consumer Protection Act (TCPA)

Dear Mr. Tehranchi:

Please be advised that on March 10, 2008 a complaint was filed against DISH Network® L.L.C. by Ms. Kitty Fowler alleging that she received frequent, persistent calls and was released from the line when she requested the identity of the company or to be removed from your calling list and to be added to your internal DNC list. These calls were made to her home number of 530-675-2230 with a caller identification of 800-375-8211. When this number was called a representative identified Satellite Systems Network located out of Irvine, CA. Please immediately insure that this phone number has been added to your internal DNC registry. Ms. Fowler believes these attempts to contact her are in violation of Telephone Consumer Protection Act regulations.

Pursuant to Section 9.1 of your Retailer Agreement you are required, among other things, to comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives and orders.

Please provide, within the next five (5) days, a detailed explanation of the interaction with this consumer including, but not limited to,

- Origination of the lead
- Contact information for the Lead Generation company
- Date leads were scrubbed through PossibleNOW
- Dialer Records for the consumer phone number 530-675-2230
- Caller id used to make outbound phone calls

This information should be forwarded to:

DISH Network L.L.C.
Retail Services – Reji Musso
9601 S. Meridian Blvd.
Englewood, CO 80112

Additional incidences of this nature may result in disciplinary action up to and including termination of your Retailer Agreement without further warning, as deemed appropriate in our sole and absolute discretion. DISH Network L.L.C. hereby requests that Satellite Systems Network defends and indemnifies DISH Network from and against any and all costs that DISH Network incurs therein.

DISH Network® L.L.C.

9601 Meridian Blvd.

Englewood, CO 80112

Krakauer--00019102

Confidential-


JA004513
003581 008006

SLC_DNC_Investigation_0015362

TX 102-003775

This letter is without prejudice to any rights and remedies that may be available to DISH Network at law, in equity, under contract (including without limitation, its rights to chargeback any and all amounts owing to it pursuant to Section 6 of the Agreement), or otherwise.

Thank you for your attention to this matter.



Reji J. Musso
Compliance Manager
Retail Services

cc: Emily Pastorius

DISH Network® L.L.C.

9601 Meridian Blvd.

Englewood, CO 80112

Krakauer--00019103

Confidential-

JA004514
DISH-008007
003382

SLC_ DNC_Investigation_0015363

TX 102-003776



Retail Services
9601 S. Meridian Boulevard
Englewood, CO 80112

February 20, 2007

Alex Tehranchi
Satellite Systems Network
135 Columbia
Aliso Viejo, CA 92656

VIA FACSIMILE: 949-643-7173
VIA E-MAIL: alex@yourdish.tv

Re: Call Monitoring

Dear Alex Tehranchi:

Thank you to everyone who has participated in our call monitoring initiatives. In our joint effort to provide a world class customer experience, we are expanding this program to include all of our partners.

Our objective has been to utilize various methods for gathering quality assurance information relative to sales and customer service delivery.

- Live/On-Site – can be done with an Echostar representative in your location(s).
- Live/Remote – can be done if we have the ability to monitor your switch
- Recorded/Remote – you can provide us a predetermined # of calls that our QA resources can review
- Recorded/On-Site – in conjunction with our visit, we can assist your QA teams in reviewing previously recorded calls; these are also helpful as needed in customer service research.

It is our intention to use any or all of these methods to engage with you to provide feedback on opportunities for quality improvement to meet expectations for sharing accurate and complete information on disclosures and to ultimately reduce churn.

Beginning February 15, 2007 and through the month of March, you will be contacted by the local Field Sales Development Representative (FSDR) to arrange a time for the initial on-site monitoring visit. Subsequent visits will occur bi-weekly.

Echostar expects your support and cooperation with the implementation and facilitation of these new initiatives.

Sincerely,

Robb Origer
Director, Retail Services
Echostar Satellite L.L.C.

Copies to: Erik Carlson
Brian Neylon
James Jacobsen
Julie Riddell
Mike Mills
Jennifer Koutny
Esmeralda Barela
Reji Musso

Krakauer--00019104

Confidential-

JA004515
DISH-008008
003583

SLC_ DNC_Investigation_0015364
TX 102-003777

SS Network

David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL , an individual, Plaintiff, vs. Echostar Satellite, LLC, Satellite Systems Network, LLC, et. al Defendants.	WRIT OF GARNISHMENT AND INSTRUCTIONS Judgment for <input checked="" type="checkbox"/> Child Support <input type="checkbox"/> Other Civil No. 060910277 Judge Robin W. Reese
---	--

The Third District court of the state of Utah to Echostar Satellite, LLC garnishee, at
Corporation Service Company, 2180 South 1300 East #650, Salt Lake City, UT 84106:

1. Under Utah Code Section 78-7-44, the plaintiff should have included with this Writ of
Garnishment a fee to you of \$10. If the fee was not included, sign here and return the forms to the
plaintiff (or plaintiff's attorney)_____

2. A judgment for \$23,275 has been entered against the defendant, and the defendant still
owes \$23,275. Papers filed with the court show that you may possess or control some of the
defendant's property. (Property includes real and personal property. Property includes money.

1. Use TJDAM (v. 2.00) Ask Nemo's Clerk for directions on SLS.sps
Printed on 11/15/2007 10:20:00 AM

Krakauer--00019105

Confidential-

JA004516-008009
003384

SLC_DNC_Investigation_0015365
TX 102-003778

5. You may serve the court, the plaintiff (or plaintiff's attorney), the defendant and any other person by hand delivery or by first class mail. The address of the clerk of court and plaintiff (or plaintiff's attorney) are at the top of the first page of this writ.

6. There are two sets of Answers to the Interrogatory forms: one for the initial pay period and one for subsequent pay periods.

(A) If the defendant's earnings are the same for every pay period, you may copy your answers for the initial pay period and re-submit them for subsequent pay periods.

(B) If the defendant's earnings change from one pay period to the next. You may use the Answers to Interrogatories for Subsequent Pay Period form, which is shorter than the first. If you have been served with only one copy of the Answers to Interrogatories for Subsequent Pay Periods form, you should make additional blank copies before completing it.

(C) If you are an employer who is garnishing earnings, the Utah courts have prepared an interactive worksheet that will calculate the amount to be withheld and prepare an Answers to the Interrogatories form ready for filing. To use the worksheet, go to the Utah courts' web at www.utcourts.gov. Follow the links to Resources/Court Forms/Garnishment Forms/Employer's Answers to Interrogatories.

7. This Writ of Garnishment is effective for 120 calendar days after the date on which it was served on you or 120 calendar days after the date of expiration of and earlier writ, whichever is later. Within 7 business days after the close of each pay period occurring within that time, you are required to:

(A) answer the attached Interrogatories under oath or affirmation;

(B) serve a copy of your Answers to the Interrogatories on the Plaintiff (or plaintiff's attorney); the defendant and on any other person shown by your records to have an interest in the property; and

(C) file with the clerk of the court your original Answers to the Interrogatories.

8. What to do with the property for the initial and subsequent pay periods:

(A) You must withhold from the defendant the amount shown in your Answers to the Interrogatories. You must hold the property for 20 calendar days after you serve the defendant.

(B) If you do not receive a Reply and Request for Hearing within 20 days after serving the defendant, you must deliver the property to the plaintiff (or plaintiff's attorney). You are then relieved from any liability unless your answers are incorrect. DO NOT SEND THE MONEY TO THE COURT.

(C) If you do receive a Reply and Request for Hearing, you must hold the property until you receive further orders from the court directing you how to proceed.

9. If you fail to take these steps, the court may hold you liable for the value of the property you should have withheld.

10. You may deliver to the defendant in the normal course any property greater than you are required to withhold.

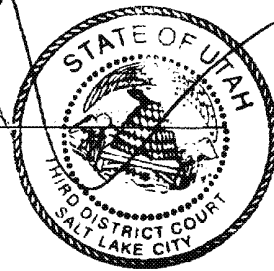
11. You may be served with more than one Writ of Garnishment for the same defendant, but only one Writ of Garnishment may be in effect at one time. You must satisfy the writs in the order in which they are served. When an earlier Writ of Garnishment expires or is satisfied, you must then satisfy the next writ. However, a Writ of Garnishment in favor of the Office of Recovery Services

of the Department of Workforce Services takes precedence over other writs and must be satisfied first. Also, a Writ of Garnishment in favor of the Office of Recovery Services or the Department of Workforce Services continues indefinitely until fully satisfied, placing earlier writs on hold. These instructions do not apply to writs or orders entered by courts of other states or government agencies.

Date: 11/28/07

Clerk of the Court

By [Signature]
Deputy Clerk



David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL, an individual,

Plaintiff,

vs.

Echostar Satellite, LLC, Satellite Systems
Network, LLC, et. al

Defendants.

WRIT OF GARNISHMENT AND
INSTRUCTIONS

Judgment for ☐ Child Support
☒ Other

Civil No. 060910277

Judge Robin W. Reese

The Third District court of the state of Utah to Echostar Satellite, LLC, garnishee, at
Corporation Service Company, 2180 South 1300 East #650, Salt Lake City, UT 84106:

1. Under Utah Code Section 78-7-44, the plaintiff should have included with this Writ of
Garnishment a fee to you of \$10. If the fee was not included, sign here and return the forms to the
plaintiff (or plaintiff's attorney)_____

2. A judgment for \$23,275 has been entered against the defendant, and the defendant still
owes \$23,275. Papers filed with the court show that you may possess or control some of the
defendant's property. (Property includes real and personal property. Property includes money,

F:\CHIEF\CPA\Mitchell, Jeffrey\Network Orders\garnishment\WRITENB. rpd
Page 1 of 1, November 16, 2007

Krakauer--00019110

Confidential-

JAC004521-008014
003389

SLC_ DNC_Investigation_0015370
TX 102-003783

including earnings not yet paid.) The property is being garnished (seized) in order to pay the judgment. You are the garnishee, (hold of the property) and you are required to take certain steps to deliver the property or to hold and protect it. You may be held liable if you fail to do so. You should keep for your records a copy of everything that you prepare and everything that is served on you.

3. The judgment debtor is:

Name: Satellite Systems Network, LLC.

Address: Alex Teranchi

131 Columbia, Ste. 101, Aliso Viejo, CA 92656

Social security number (Last 4 digits only, if known): N/A

Driver's license number and state of issuance (if known): N/A

Date of birth (if known): N/A

4. Within 7 business days after this writ is served on you, you must:

(A) answer the attached Interrogatories under oath or affirmation;

(B) file with the clerk of the court your original Answers to the Interrogatories.

(C) serve a copy of your Answers to the Interrogatories on the plaintiff (or plaintiff's attorney);

(D) serve a copy of the following papers on the defendant and on any other person shown by your records to have an interest in the property. The papers to be served are:

- one copy of this Writ of Garnishment;
- one copy of your Answers to the Interrogatories;
- one copy of the Notice of Garnishment and Exemptions form; and
- two copies of the Reply and Request for Hearing form.

(B) serve a copy of your Answers to the Interrogatories on the Plaintiff (or plaintiff's attorney); the defendant and on any other person shown by your records to have an interest in the property; and

(C) file with the clerk of the court your original Answers to the Interrogatories.

8. What to do with the property for the initial and subsequent pay periods:

(A) You must withhold from the defendant the amount shown in your Answers to the Interrogatories. You must hold the property for 20 calendar days after you serve the defendant.

(B) If you do not receive a Reply and Request for Hearing within 20 days after serving the defendant, you must deliver the property to the plaintiff (or plaintiff's attorney). You are then relieved from any liability unless your answers are incorrect. DO NOT SEND THE MONEY TO THE COURT.

(C) If you do receive a Reply and Request for Hearing, you must hold the property until you receive further orders from the court directing you how to proceed.

9. If you fail to take these steps, the court may hold you liable for the value of the property you should have withheld.

10. You may deliver to the defendant in the normal course any property greater than you are required to withhold.

11. You may be served with more than one Writ of Garnishment for the same defendant, but only one Writ of Garnishment may be in effect at one time. You must satisfy the writs in the order in which they are served. When an earlier Writ of Garnishment expires or is satisfied, you must then satisfy the next writ. However, a Writ of Garnishment in favor of the Office of Recovery Services

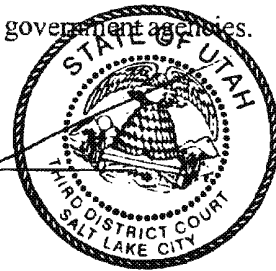
Clerk of the Court

Date:

11/28/07

By:

Deputy Clerk



David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL , an individual, Plaintiff, vs. Echostar Satellite, LLC, Satellite Systems Network, LLC, et. al Defendants.	GARNISHEE'S ANSWERS TO INTERROGATORIES FOR PROPERTY OTHER THAN EARNINGS Civil No. 060910277 Judge Robin W. Reese
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Write your answers in the spaces provided. Attach additional sheets, if necessary.

- Do you possess or control any property in which defendant has an interest? (Property includes real and personal property, including money.)
ANSWER: Yes_____ No_____
- If yes, explain in the table below.
ANSWER:

Description of the property	Nature of defendant's interest in the property	The property is due to the defendant on: (date)	Value of defendant's interest in the property

Krakauer--00019115

Confidential-

JA004526-0008019
003394

SLC_DNC_Investigation_0015375
TX 102-003788

Total*	
--------	--

(*Unless you deduct an amount under paragraph (3), this total is the amount you must withhold from the defendant. You should handle the property as directed in the Writ of Garnishment.)

3. You may deduct from the amount to be withheld money owed to you by the defendant or the plaintiff, if the amount is not disputed. If you make this deduction, state the amount deducted and the name of the person indebted to you.

ANSWER: Amount deducted: \$ _____
 Person indebted to you: _____

4. Do you know about any of the defendant's other property or other debts to defendant?

ANSWER: Yes _____ No _____

5. If yes, explain in the table below.

ANSWER:

Description of property	Name and address of person with possession	Nature and value of defendant's interest

6. I served a copy of these Answers to Interrogatories on the **plaintiff** (or plaintiff's attorney) by:

☐ first class mail

☐ by hand delivery

to (address) _____

on (date) _____

7. I served a copy of the Writ of Garnishment, these Answers to Interrogatories, Notice of Garnishment and Exemptions form, and two copies of the Reply and Request for Hearing form on the **defendant** by:

☐ first class mail

☐ by hand delivery

to (address) _____

on (date) _____

8. I served a copy of the Writ of Garnishment, these Answers to Interrogatories, Notice of Garnishment and Exemptions form, and two copies of the Reply and Request for Hearing

Krakauer--00019116

Confidential-

JA004527-008020
 003395

SLC_ DNC_Investigation_0015376

TX 102-003789

form upon the following persons other than the defendant shown by my records to have an interest in the property by:

☐ first class mail

☐ by hand delivery

to (name) _____.

to (address) _____.

on (date) _____.

9. I swear or affirm that the above statements are true to the best of my information and belief.

Printed Name

Signature of the

☐ garnishee

☐ garnishee's authorized agent

NOTARY CLAUSE

_____ is personally known to me or presented satisfactory proof of identity to me. After being sworn and while under oath, _____ stated that he or she was acting voluntary, had read and understood the preceding document, and that the contents were true. _____ then signed the document in my presence.

Signed on _____, 200__.

(Notary Seal)

Krakauer--00019117

Confidential-

JA004528
DISP-008021
003396

SLC_ DNC_Investigation_0015377

TX 102-003790

David C. Blum, #7814
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Attorneys for Plaintiff
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Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL, an individual,

Plaintiff,

vs.

Echostar Satellite, LLC, Satellite Systems
Network, LLC, et. al

Defendants.

**REPLY AND REQUEST
FOR HEARING**

Civil No. 060910277

Judge Robin W. Reese

1. I have read the Notice of Garnishment and Exemptions form.
2. I request that this matter be scheduled for a hearing.
3. Funds in my account were garnished. Yes _____ No _____
If you answered yes, answer (A) through (E) if they apply.

(A) The Writ of Garnishment was issued improperly because:

(B) The Answers to Interrogatories are inaccurate because:

(C) All [or this part: \$ _____] of the funds in my account are exempt
because they are:

- ☐ Social Security Benefits
☐ Supplemental Security Income (SSI)

Case 1:07-cv-00001-JED Document 1-1 Filed 06/26/07 Page 1 of 1

Krakauer--00019118

Confidential-

JIA004529-008022
003397

SLC_DNC_Investigation_0015378
TX 102-003791

- ☐ Veterans' Benefits
- ☐ Unemployment Benefits
- ☐ Worker's Compensation Benefits
- ☐ Public Assistance (Welfare)
- ☐ Alimony or Child Support
- ☐ Pensions
- ☐ Wages or Other Earnings From Personal Services
- ☐ Owned by Another Person
- ☐ Other (Describe) _____

(D) The judgment creditor owes me money because:

(E) I claim ownership of all or part of the money or property taken, and I am not one of the persons against whom a judgment was entered. (Explain)

4. My wages were garnished. Yes _____ No _____
If you answered yes, answer (A) through (D) if they apply.

(A) The writ of garnishment was issued improperly because:

(B) The answers to interrogatories are inaccurate because:

(C) All or part of my wages are exempt from garnishment because:

(D) The judgment creditor owes me money because:

5. My property was garnished. Yes ____ No ____
If you answered yes, answer (A) through (D) if they apply.

(A) The writ of garnishment was issued improperly because:

(B) The answers to interrogatories are inaccurate because:

(C) All or part of my property is exempt from garnishment because the property is:

- ☐ A motor vehicle used in my trade or business
- ☐ Tools of my trade
- ☐ Furnishings, appliances, musical instruments, or heirlooms
- ☐ Owned by another person
- ☐ Only partly owned by me
- ☐ Owned by me, but I am not the judgment debtor
- ☐ Other (Explain) _____

(D) The judgment creditor owes me money because:

6. I have attached copies of the documents that support my claims. Yes ____ No ____
7. I served this Reply and Request for Hearing on the plaintiff (or plaintiff's attorney) by:
- ☐ first class mail
 - ☐ by hand delivery
- to (address) _____
- on (date) _____
8. I have served a copy of this Reply and Request for Hearing on the garnishee by:
- ☐ first class mail
 - ☐ by hand delivery
- to (address) _____
- on (date) _____
9. The statements made in this reply are true to the best of my information and belief.

Date: _____

Printed Name

Signature

Address:

Telephone No: _____

Produced by Andrew J. Jellison, Network Observer, andrewjellison.com, SSN word
Page 1 of 1, November 2017

Krakauer--00019121

Confidential-

JA004532
D-011-Page-008025
003400

SLC_ DNC_Investigation_0015381
TX 102-003794

David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL , an individual, Plaintiff, vs. Echostar Satellite, LLC, Satellite Systems Network, LLC, et. al Defendants.	REPLY AND REQUEST FOR HEARING Civil No. 060910277 Judge Robin W. Reese
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1. I have read the Notice of Garnishment and Exemptions form.
2. I request that this matter be scheduled for a hearing.
3. Funds in my account were garnished. Yes _____ No _____
If you answered yes, answer (A) through (E) if they apply.

(A) The Writ of Garnishment was issued improperly because:

(B) The Answers to Interrogatories are inaccurate because:

(C) All [or this part: \$ _____] of the funds in my account are exempt
because they are:

- ☐ Social Security Benefits
☐ Supplemental Security Income (SSI)

- ☐ Veterans' Benefits
- ☐ Unemployment Benefits
- ☐ Worker's Compensation Benefits
- ☐ Public Assistance (Welfare)
- ☐ Alimony or Child Support
- ☐ Pensions
- ☐ Wages or Other Earnings From Personal Services
- ☐ Owned by Another Person
- ☐ Other (Describe) _____

(D) The judgment creditor owes me money because:

(E) I claim ownership of all or part of the money or property taken, and I am not one of the persons against whom a judgment was entered. (Explain)

4. My wages were garnished. Yes _____ No _____
If you answered yes, answer (A) through (D) if they apply.

(A) The writ of garnishment was issued improperly because:

(B) The answers to interrogatories are inaccurate because:

(C) All or part of my wages are exempt from garnishment because:

(D) The judgment creditor owes me money because:

5. My property was garnished. Yes _____ No _____
If you answered yes, answer (A) through (D) if they apply.

(A) The writ of garnishment was issued improperly because:

(B) The answers to interrogatories are inaccurate because:

(C) All or part of my property is exempt from garnishment because the property is:

- ☐ A motor vehicle used in my trade or business
- ☐ Tools of my trade
- ☐ Furnishings, appliances, musical instruments, or heirlooms
- ☐ Owned by another person
- ☐ Only partly owned by me
- ☐ Owned by me, but I am not the judgment debtor
- ☐ Other (Explain) _____

(D) The judgment creditor owes me money because:

6. I have attached copies of the documents that support my claims. Yes ____ No ____
7. I served this Reply and Request for Hearing on the plaintiff (or plaintiff's attorney) by:
- ☐ first class mail
 - ☐ by hand delivery
- to (address) _____
- on (date) _____
8. I have served a copy of this Reply and Request for Hearing on the garnishee by:
- ☐ first class mail
 - ☐ by hand delivery
- to (address) _____
- on (date) _____
9. The statements made in this reply are true to the best of my information and belief.

Date: _____

Printed Name

Signature

Address:

Telephone No: _____

Krakauer--00019125

Confidential-

JA004536
DISC# 008029
003404

SLC_ DNC_Investigation_0015385
TX 102-003798

David C. Blum, #7814
CRIPPEN & CLINE, L.C.
Attorneys for Plaintiff
10 West 100 South, Suite 425
Salt Lake City, Utah 84101
Telephone: (801) 238-6500
Facsimile: (801) 238-6505

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

JEFFREY J. MITCHELL, an individual,

Plaintiff,

vs.

Echostar Satellite, LLC, Satellite Systems
Network, LLC, et. al

Defendants.

**APPLICATION FOR
GARNISHMENT**

Civil No. 060910277

Judge Robin W. Reese

1. I am the attorney for plaintiff.

2. I request that a

☒ Writ of Garnishment

☐ Writ of Continuing Garnishment

☐ Writ of Continuing Garnishment for child support

be issued and served upon each of the garnishees named below, along with an Answers to Interrogatories form, Notice of Garnishment and Exemptions form, and two copies of the Reply and Request for Hearing form.

3. The total judgment is for \$23,275 of which \$23,275 is due.

4. The judgment debtor is:

Name: Satellite Systems Network, LLC.

F:\CourtCPA\blum\JED_JeffBlum\Network_Others\garnishment.sps\SIN.wpd
Page 1 of 3, November 15, 2007

Krakauer--00019126

Confidential-

JA004537
DION-008030
003405

SLC_DNC_Investigation_0015386
Docket 81704 Document 2021-08959
TX 102-003799

Address: 131 Columbia Ste. 101, Aliso Viejo, CA 92656

Social security number (Last 4 digits only, if known):

Driver's license number and state of issuance (if known):

Date of Birth (if known):

5. I believe that the following persons hold property of the judgment debtor.

Name, address, phone number of person holding property	Description of property (including location and account number)	Estimated value of property	Is the property earnings?
Echostar Satellite, LLC Corporation Service Company 2180 S. 1300 E.	Any monies due to debtor from Echostar	<i>Unknown</i>	<i>No</i>

6. I believe that the following person may claim an interest in the property, (Include name, address, and phone number) and I request that the Writ of Garnishment be served upon each, along with a Notice of Garnishment and Exemptions form, and two copies of the Reply and Request for Hearing form:

Name of person claiming property interest	Address	Phone Number

7. ☐ I have attached to this application

☒ I will attach before serving the garnishee

the garnishee fee established by Utah Code Section 78-7-44.

David Blum
Printed Name

[Signature]
Signature of the attorney for plaintiff