

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.

Electronically Filed
Mar 30 2021 09:41 a.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 81704

District Court No.
A-17-763397-B

JOINT APPENDIX
Vol. 44 of 85
[JA010070-JA010310]

Eric D. Hone (NV Bar No. 8499)
Joel Z. Schwarz (NV Bar No. 9181)
H1 LAW GROUP
701 N. Green Valley Pkwy., Suite 200
Henderson, Nevada 89074
Tel: (702) 608-3720

Liaison Counsel for Appellants

J. Stephen Peek
Robert J. Cassity
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
Tel: (702) 669-4600

*Attorneys for the Special Litigation
Committee of Nominal Defendant
DISH Network Corporation*

[Additional counsel appear on next page.]

<p>Randall J. Baron (<i>Pro Hac Vice</i>) Benny C. Goodman III (<i>Pro Hac Vice</i>) Erik W. Luedeke (<i>Pro Hac Vice</i>) ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101-8498 Tel: (619) 231-1058</p> <p><i>Lead Counsel for Appellants</i></p>	<p>C. Barr Flinn Emily V. Burton YOUNG CONAWAY STARGATT & TAYLOR, LLP Rodney Square 1000 North King Street Wilmington, DE 19801 Tel: (302) 571-6600</p> <p><i>Attorneys for the Special Litigation Committee of Nominal Defendant DISH Network Corporation</i></p>
---	---

TABLE OF CONTENTS FOR VOLUME 44¹

Document	Vol.	Page No.	Date
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.

EXHIBIT 415

EXHIBIT 415

RETAILER AGREEMENT

This Retailer Agreement (the “Agreement”) is made and effective as of _____, 2010 (the “Effective Date”), by and between DISH Network L.L.C., formerly known as EchoStar Satellite L.L.C. (“DISH”), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 and RadioShack Corporation, having a place of business at 300 RadioShack Circle, Fort Worth, Texas 76102 (“RadioShack”).

INTRODUCTION

A. DISH is engaged, among other things, in the business of providing digital direct broadcast satellite (“DBS”) services under the name DISH Network®.

B. RadioShack, acting as an independent contractor, desires to become authorized on a non-exclusive basis to market, promote and solicit orders for Residential Programming (an “Authorized Retailer”) subject to the terms and conditions of this Agreement.

C. DISH desires to appoint RadioShack as an Authorized Retailer in accordance with and subject to the terms and conditions of this Agreement.

AGREEMENT

1. **DEFINITIONS.** In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply to this Agreement:

1.1 “Activation Incentives” shall have the meaning set forth in Section 6.1.

1.2 “Affiliate” means any person or entity directly or indirectly controlling, controlled by or under common control with another person or entity.

1.3 “Any Time” means any time and from time to time.

1.4 [Intentionally left blank]

1.5 “Chargeback” means DISH’s right to reclaim Incentives pursuant to the terms and conditions of this Agreement.

1.6 “Company-Operated Locations” means RadioShack’s company-operated retail locations and kiosks operated by SCK (as defined below) within the Territory. For clarity, Company-Operated Locations do not include the Other RS Locations.

1.7 “Dealer/Franchisee” and “Dealers and Franchisees” shall have the meaning set forth in Section 7.5

1.8 “DISH DBS System” means a 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 for the reception of Programming delivered by satellite transponders or Internet Servers leased and/or otherwise operated or utilized by DISH and/or any of its Affiliates.

1.9 “DISH Network Subscriber” means those customers who subscribe to, purchase, lease or otherwise receive and/or acquire: (i) Programming; (ii) any other services provided by DISH or any of its Affiliates; and/or (iii) any other services incidental, connected or related to any of the foregoing services, and/or who purchase, lease or otherwise obtain the hardware necessary to receive any such Programming and/or any such other services.

1.10 “EFT” means the electronic transfer of funds from one financial institution to another.

1.11 “Eligible Residential Programming” means the minimum required Residential Programming under a particular Qualifying Promotion which is designated by DISH as qualifying for the payment of Incentives under this Agreement. DISH’s current Eligible Residential Programming is set forth on Exhibit A hereto, as such Exhibit A may be modified from time to time to time by DISH in its sole discretion upon notice to RadioShack (including without limitation, through the OE Tool); provided, however, the with respect to each Qualifying Promotion, Eligible Residential Programming shall be the same Programming that makes DISH’s retailer base in general eligible to receive “primary activation incentives.” Solely for purposes of determining RadioShack’s eligibility to receive Monthly Incentives with respect to each Existing Residential Subscriber Account (as defined in Section 6.2), Eligible Residential Programming shall be the minimum required Residential Programming which was designated by DISH as qualifying for the payment of Monthly Incentives under the Prior Agreement.

1.12 “Incentives” means Monthly Incentives, Activation Incentives and Other Incentives (if any), as such terms are defined in Sections 6, 6.1 and 6.2.

1.13 “Laws” shall have the meaning set forth in Section 9.1.

1.14 “Monthly Incentives” shall have the meaning set forth in Section 6.2.1.

1.15 “OE Tool” means DISH’s proprietary web-based order entry tool or any successor tool(s) thereto as designated by DISH from time to time, upon notice to RadioShack. RadioShack acknowledges and agrees that neither it nor any of its Affiliates have any right, title or interest in, to or under the OE Tool and that in no event shall RadioShack use the OE Tool except as specifically permitted under the terms and conditions of this Agreement. RadioShack shall provide network elements for interconnection of the OE Tool with its own systems and at its sole cost and expense.

1.16 “Other Incentives” shall have the meaning set forth in Section 6.

1.17 “Other RS Locations” means RadioShack Dealer/Franchisee (as defined in Section 7.5) owned retail locations in the Territory. For clarity, the Other RS Location comprise the RadioShack retail locations within the Territory other than the Company-Operated Locations.

1.18 “Prior Agreement” shall have the meaning set forth in Section 2.6.

1.19 “Programming” means DISH’s video, audio, data and interactive programming services.

DISH reserves the right to change the Programming offered and/or any restrictions applicable to such Programming at Any Time in its sole discretion for any reason or no reason. For clarity, as used in this Agreement “Programming” and terms that include the term “Programming” or the term “video programming services” do not include video-only, audio-only or data-only programming services or any similar programming services that lack a video component, except to the extent that such services are included with a DISH Programming package (for example, and without limitation, audio channels included as part of a DISH video package).

1.20 “Qualifying Promotion” means the consumer promotional offers (together with the terms and conditions applicable to such offers as determined by DISH from time to time in its sole discretion) that RadioShack may present to consumers from time to time during the Term in connection with RadioShack’s marketing, promotion and solicitation of orders for Residential Programming. Qualifying Promotions shall include the consumer promotional offers for new residential customers that DISH both makes generally available to: (i) consumers directly; and (ii) its retailer base utilizing the OE Tool for the marketing, promotion and solicitation of orders for Residential Programming. DISH may modify, replace or withdraw any Qualifying Promotion at Any Time during the Term; provided that DISH shall provide RadioShack with notice of any such change comparable in timing and method to the notice that DISH provides to its retailer base that uses the OE Tool.

1.21 “Qualifying Residential Subscriber” means an individual at a Residential Location who is qualified through the OE Tool to participate in a Qualifying Promotion, who orders Eligible Residential Programming, who pays for all Residential Programming ordered in full and who has not materially violated any of the terms and conditions set forth in a DISH Residential Customer Agreement. For the avoidance of doubt (and without limitation of any of the foregoing), the qualification criteria applicable to a prospective Qualifying Residential Subscriber shall be set by DISH from time to time in its sole discretion for any reason or no reason and applied by the OE Tool; provided that such criteria shall be the same that, with respect to the applicable Qualifying Promotion, DISH employs both with respect to: (i) its direct sales; and (ii) its general retailer base utilizing the OE Tool for the marketing, promotion and solicitation of orders for Residential Programming.

1.22 “Residential Location” means a single-family residential dwelling (i.e., single-family houses, apartments, condominiums or other dwellings used primarily for residential purposes) located in the Territory; provided, however, that in no case shall any location that is installed with or otherwise connected to a satellite master antenna television system, private cable or similar programming reception system for multiple dwelling units be considered a Residential Location. Notwithstanding the foregoing, DISH reserves the right to determine at Any Time in its reasonable discretion whether a location constitutes a Residential Location or is more appropriately considered another type of location; provided that the criteria employed by DISH to make such a determination shall be the same as those criteria employed by DISH with respect to DISH’s direct sales and DISH’s retailer base generally.

1.23 “Residential Programming” means the Programming that DISH makes generally available for viewing in Residential Locations subject to any restrictions (geographic, blackout, or otherwise) as DISH may impose on some or all of such programming services at Any Time in its sole discretion for any reason or no reason. DISH reserves the right to change the Residential Programming offered and/or any restrictions applicable to such Residential Programming at Any Time in its sole discretion for any reason or no reason.

1.24 “Residential Subscriber Account” means the customer account set up and maintained by DISH for a Qualifying Residential Subscriber who purchased or leased a DISH DBS System directly from DISH or RadioShack (which DISH DBS System was originally purchased by RadioShack from DISH or one of its Affiliates) and for whom Eligible Residential Programming has been activated by DISH and which customer account remains active and in good standing.

1.25 “RadioShack Account” means the bank account, including, without limitation, account and ABA routing numbers, designated by RadioShack in the manner reasonably prescribed by DISH from time to time during the Term of this Agreement, which RadioShack may change from time to time by providing at least sixty (60) days’ prior written notice to DISH.

1.26 “SCK Kiosks” means those kiosks located within certain Sam’s Club locations within the Territory which are operated by SCK, Inc., a wholly-owned subsidiary of RadioShack. Except as otherwise expressly set forth herein to the contrary, for all purposes under this Agreement, SCK Kiosks shall be treated as Company-Operated Locations. RadioShack agrees to be responsible for the acts and omissions of employees of SCK, Inc. to the same extent that RadioShack is responsible for the acts and omissions of its own employees.

1.27 “Term” shall have the meaning set forth in Section 10.1 below.

1.28 “Territory” shall have the meaning set forth in Section 2.2 below.

2. APPOINTMENT; TERRITORY.

2.1 **Appointment.** DISH hereby appoints RadioShack as a non-exclusive Authorized Retailer to market, promote and solicit orders for Residential Programming, subject to all of the terms and conditions of this Agreement. The appointment set forth herein for the promotion of Residential Programming by RadioShack shall apply to the same Residential Programming services which may be operated by DISH and/or any of its Affiliates under a different name than DISH Network® in the future. RadioShack’s authorization hereunder is limited to the solicitation of orders for Residential Programming from, and the marketing, advertising and promotion of Residential Programming to, customers at Residential Locations.

2.2 **Territory.** RadioShack’s authorization hereunder, and any actions it undertakes in connection with, or in furtherance of, this Agreement, shall be limited solely to the area within the geographic boundaries of the United States and the District of Columbia and the territories and possessions of the United States (the “Territory”); provided, however, that, unless otherwise expressly set forth to the contrary herein, for all purposes regarding the parties’ respective performance hereunder in Puerto Rico, this Agreement shall be deemed to be by and between RadioShack and DISH Network Puerto Rico L.L.C., a wholly-owned subsidiary of DISH.

2.3. **Acceptance.** RadioShack hereby accepts its appointment as an Authorized Retailer and agrees to use its commercially reasonable efforts to continuously and actively advertise, promote and market Residential Programming and to solicit orders therefore at all Company-Operated Stores and SCK Kiosks, subject to and in accordance with all of the terms and conditions of this Agreement. RadioShack

understands that it may hold itself out to the public as an Authorized Retailer of DISH only during the Term of this Agreement.

2.4 **Non-Exclusivity.** Except as otherwise expressly set forth in this Agreement to the contrary, RadioShack acknowledges that: (i) nothing in this Agreement is intended to confer, nor shall it be construed as conferring, any exclusive territory or any other exclusive rights upon RadioShack or any of its Affiliates; (ii) DISH and its Affiliates make absolutely no statements, promises, representations, warranties, covenants or guarantees as to the amount of business or revenue that RadioShack may expect to derive from participation in this Agreement; (iii) RadioShack may not realize any business, revenue or other economic benefit whatsoever as a result of its participation in this Agreement; (iv) nothing contained herein shall be construed as a guarantee of any minimum amount of Incentives or any minimum amount of other payments, income, revenue or other economic benefit in any form whatsoever; (v) DISH currently offers, and at Any Time and in the future may, in its sole discretion for any reason or no reason, offer others the opportunity to act as an Authorized Retailer or to solicit orders for Residential Programming in the same geographic areas in which RadioShack is located and elsewhere; and (vi) DISH and its Affiliates shall be entitled, among other things, to: (a) market, promote and solicit orders for video, audio, data and interactive programming (including, without limitation Residential Programming), and (b) distribute, sell, lease and otherwise transfer possession of receivers, related accessories and other equipment, in each case throughout the Territory and in direct or indirect competition with RadioShack and without providing RadioShack with any notice thereof; and (vii) DISH shall be free to cease or suspend Programming offered in whole or in part at Any Time and in its sole discretion for any reason or no reason.

2.5 **Financing; Making Payments on Behalf of End-Users.** Unless otherwise expressly agreed to in a separate writing signed by both parties, RadioShack shall not provide financing for the purchase of any Programming or make any payment to DISH for Programming or any DISH DBS System on behalf of any retail end-user of a DISH DBS System. Notwithstanding the foregoing, however, this section shall not be deemed to prohibit RadioShack's acceptance of a customer's payment through the use of an RS Credit Card (as defined in Section 2.19) or any third party's credit card program, as mutually agreed upon by the parties.

2.6 **Prior Retailer Agreement.** THE PARTIES ACKNOWLEDGE THAT THEY PREVIOUSLY ENTERED INTO THAT CERTAIN ECHOSTAR SATELLITE CORPORATION INCENTIVIZED RETAILER AGREEMENT, EFFECTIVE AS OF FEBRUARY 7, 2002, AS AMENDED BY TWELVE (12) SUBSEQUENT AMENDMENTS (COLLECTIVELY, THE "PRIOR AGREEMENT"). UPON THE EXECUTION OF THIS AGREEMENT: (I) THE PRIOR AGREEMENT SHALL BE AUTOMATICALLY TERMINATED, EXCEPT THAT THE PROVISIONS (EXCLUDING, SUBJECT TO THE FOLLOWING CLAUSE "(II)", ANY PROVISIONS RELATED TO THE PAYMENT OF INCENTIVES) IN SUCH PRIOR AGREEMENT THAT EXPRESSLY SURVIVE AND SUCH OTHER RIGHTS AND OBLIGATIONS THEREUNDER AS WOULD LOGICALLY BE EXPECTED TO SURVIVE TERMINATION OR EXPIRATION SHALL CONTINUE IN FULL FORCE AND EFFECT FOR THE PERIOD SPECIFIED OR FOR A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES IF NO PERIOD IS SPECIFIED; (II) ALL INCENTIVES OR OTHER PAYMENTS OF ANY TYPE DUE TO RADIOSHACK UNDER THE PRIOR AGREEMENT SHALL BE PAYABLE BY DISH TO RADIOSHACK AS INCENTIVES SOLELY IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS

AGREEMENT; AND (III) EXCEPT AS SET FORTH IN SECTION 2.6(I), ALL RIGHTS AND OBLIGATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THE PRIOR RETAILER AGREEMENT SHALL BE OF NO FURTHER FORCE OR EFFECT. HOWEVER, NOTWITHSTANDING ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NOTHING CONTAINED IN THIS AGREEMENT WILL WAIVE ANY RIGHT RADIOSHACK MAY HAVE IN THE CLAIMS BROUGHT IN THE FOLLOWING CLASS ACTION LAWSUITS IN THE EVENT THE FOLLOWING LAWSUITS ARE CERTIFIED: CASE NO. 00-CV-1989, STYLED *JOHN DEJONG, D/B/A "NEXWAVE," AND JOE KELLY, D/B/A "KEL-TRONICS," AND JAGUAR TECHNOLOGIES, INC. V. ECHOSTAR SATELLITE CORPORATION*, UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO; AND/OR CASE NO. 00-CV-3130, STYLED *AIR COMMUNICATION & SATELLITE, INC. ET AL. V. ECHOSTAR SATELLITE CORPORATION*, DISTRICT COURT, ARAPAHOE COUNTY, COLORADO.

2.7 Certain Business Practices. In connection with its marketing, promotion and solicitation of orders for Residential Programming, RadioShack shall follow those DISH business and sales practices that are disclosed in writing by DISH to RadioShack (including without limitation, business rules and other instructions applicable to Qualifying Promotions) with reasonable notice to permit compliance. For purposes of this Section 2.7, DISH shall have "disclosed" such business and sales practices if DISH makes available the same disclosure to RadioShack that DISH generally makes available to its retailer base that uses the OE Tool. RadioShack acknowledges and agrees that DISH business practices are subject to change from time to time in DISH's sole discretion. Upon a modification by DISH of its business and sales practices, DISH shall provide RadioShack with notice of such modification comparable in timing and method to the notice that DISH provides to its retailer base using the OE Tool.

2.8 Installation. RadioShack shall be responsible for scheduling the installation of DISH DBS Systems, related accessories and other equipment using the OE Tool. DISH shall, directly or indirectly through its Affiliates, regional service providers, independent contractors and other persons or entities authorized by DISH to perform such installations (collectively, "Installers"), provide standard installation of DISH DBS Systems, related accessories and other equipment at the corresponding Residential Location for the Qualifying Residential Subscribers for whom RadioShack properly performed the order entry tasks related to the provisioning of Eligible Residential Programming using the OE Tool. DISH shall also provide DISH's standard limited warranty for all such installations to each Qualifying Residential Subscriber receiving installation services.

2.9 Exclusivity. In addition to (and without limitation of) RadioShack's other obligations under this Agreement (including without limitation under Sections 9.3 and 9.4), for a period of one (1) year following the Effective Date (the "Exclusivity Period"), RadioShack agrees that neither it nor its Affiliates (which, for the avoidance of doubt, specifically do not include Dealers and Franchisees) will offer, promote, sell or solicit orders or sales for, or assist any other person or entity to offer, promote, sell or solicit orders or sales for any video programming services of any DBS provider or related hardware or equipment of any DBS provider other than DISH or its Affiliates, or for any person or entity acting on behalf of any such DBS provider other than DISH or its Affiliates. The foregoing grant of exclusivity shall not apply to RadioShack's promotion, advertisement, marketing, offering, distribution, sales or solicitation of orders or sales with respect to: (i) DBS services and equipment outside of the Territory; (ii) any Internet access service, audio service or data service delivered via satellite; or (iii) any non-satellite-based transmission (e.g., cellular, radio wave, microwave, Very-High-Speed DSL, cable or digital cable)

of video multi-channel programming or non-satellite equipment. DISH acknowledges and agrees that RadioShack may sell non-satellite products, programming or services that compete with DISH products, Programming or services. Throughout the remaining portion of the Term following the Exclusivity Period, RadioShack shall at all times market, promote and solicit orders for DISH subject to and in accordance with the terms and conditions of this Agreement employing at least the same level of efforts that RadioShack employs with respect to the marketing, promotion, solicitation of orders for, and sales of the video programming services and related hardware and equipment of any DBS provider other than DISH and any of its Affiliates.

2.10 **Merchandising at RadioShack Retail Locations.**

2.10.1 **Displays.** At all times during the Term, RadioShack agrees to maintain a Display (as defined below) within each Company-Operated Location (other than SCK Kiosks) listed on Exhibit B hereto, as such Exhibit B may be modified by RadioShack from time to time during the Term in its sole discretion upon thirty (30) days' prior written notice to DISH. Unless otherwise mutually agreed upon by the parties in writing, the Displays described in this Section 2.10.1 shall be provided to RadioShack at one or more RadioShack centralized distribution locations and at DISH's sole cost and expense, such cost and expense to be mutually agreed upon by the parties. For purposes of this Agreement, "Display" means a retail display to be supplied to and used at each Company-Operated Location, the various specifications (including without limitation, price) of which are to be mutually agreed upon by the parties, provided that, at a minimum that the Display: (i) is prominently branded with the DISH Network® name and/or DISH® logos; (ii) is placed in close proximity to an HD television on which Showroom Programming (as defined below) is to be displayed at substantially all times during each Company-Operated Location's normal business hours; and (iii) makes available DISH-supplied marketing materials, and/or such other materials as may be mutually agreed upon from time to time by the parties. For clarity, the same model and type Display shall be used at each Company-Operated Location unless otherwise mutually agreed by the parties. The parties agree to use commercially reasonable efforts to ensure that at all times during the Term of this Agreement such Display marketing materials are stocked and kept up-to-date so as to reflect then-current Programming, DISH consumer offers and pricing. Unless otherwise mutually agreed upon by the parties in writing, within sixty (60) days after the Effective Date, RadioShack will deliver a Display to each Company-Operated Location (other than SCK Kiosks) listed on Exhibit B and will promptly install each such Display. RadioShack will be responsible for the removal and proper disposal of all previously-installed DISH Network® displays provided under the Prior Agreement and located in the Company-Operated Locations as of the Effective Date. Displays shall be provided to RadioShack for installation and use in Company-Operated Locations not in existence as of the Effective Date on terms and conditions to be mutually agreed upon in writing by the parties.

2.10.2 **Certain Other Merchandising Activities.** In addition to (and without limitation of the foregoing), the parties agree to continue discussing, in good faith, the implementation of marketing initiatives including without limitation: (i) the use of DISH Network®-branded customer handouts in addition to those which may be available at Displays, TV toppers, TV corner clings, price card toppers, floor stickers and mats, banners, literature holders and easels at Company-Operated Locations; (ii) direct mail and telephone solicitation programs targeted at RadioShack's customers who purchased televisions or other TV- and video-related accessories; (iii) printing DISH promotional offers on RadioShack's sales receipts; and (iv) the organizing and hosting of local marketing events at Company-Operated Locations. In connection with this Section 2.10, the parties will mutually agree on a written merchandising plan

setting forth, among other things, the exact marketing and promotional materials to be used at each Company-Operated Location and the allocation of costs and expenses associated therewith (the “Merchandising Plan”). The parties will exercise commercially reasonable efforts to review the Merchandising Plan on a quarterly basis and update it accordingly upon their mutual agreement. RadioShack agrees that its obligations in the Merchandising Plan will be incorporated into RadioShack’s overall merchandising planning program(s) applicable to Company-Operated Locations in order to facilitate RadioShack’s implementation of such obligations at each of the Company-Operated Locations. RadioShack also agrees to use commercially reasonable efforts to, from time to time during the Term, promote the Programming in RadioShack’s print advertising circulars that promote home electronics.

2.11 **Showroom Programming.** Throughout the Term of this Agreement, at no charge to RadioShack, DISH shall make available its standard showroom version of the Residential Programming (the “Showroom Programming”) to all Company-Operated Locations (other than the SCK Kiosks) that are able to receive a signal reasonably adequate to meet the requirements of Section 2.10.1(ii). Upon mutual written agreement of the parties, and subject to the terms and conditions of such agreement(s), DISH shall also make Showroom Programming available to SCK Kiosks, subject to adequate signal availability. Except as otherwise expressly set forth in this Section 2.11 to the contrary with respect to the Technology Demo Locations (as defined below), with respect to all Company-Operated Locations other than the Technology Demo Locations (including without limitation, the SCK Kiosks), RadioShack shall be responsible for providing, at its sole cost and expense: (i) replacement of DISH DBS Systems and related equipment and hardware currently installed in Company-Operated Locations, if and as necessary and from time to time during the Term, required to display the Showroom Programming; and (ii) the installation of all such DISH DBS Systems and related equipment and hardware (including without limitation, the pointing and/or re-pointing of any and all satellite antennas to the applicable orbital location(s)).

2.11.1 **Technology Demo Locations.** Following the Effective Date and on a timeframe to be mutually agreed upon by the parties, the parties shall mutually agree on a list of not more than four hundred (400) Company-Operated Locations in the Territory in which to display a model ViP 922 SlingLoaded DVR receiver and a GoogleTV Box (as defined below), each solely for customer demonstration purposes (the “Technology Demo Locations”). Within a commercially reasonable period of time following the parties’ finalization of the list of the Technology Demo Locations, such period of time to be mutually agreed upon by the parties, DISH will, at no cost to RadioShack, deliver to, and install at, each of the Technology Demo Locations one (1) model ViP 922 SlingLoaded DVR receiver, one (1) GoogleTV Box and, where necessary, one (1) antenna/dish solely for use by RadioShack solely to display Showroom Programming and otherwise demonstrate the functionality of the model ViP 922 SlingLoaded DVR receiver and the GoogleTV Box to RadioShack’s customers within the Technology Demo Locations. Notwithstanding anything set forth to the contrary, DISH’s provisioning of the GoogleTV Box to RadioShack pursuant to the immediately preceding sentence shall be dependent upon the commercial availability of the GoogleTV Box to the general public. For clarity (and without limitation of any of the foregoing), DISH shall not be in breach or default of this Section 2.11.1 if DISH does not timely deliver GoogleTV boxes to any or all of the Technology Demo Locations as a result of the commercial unavailability of the GoogleTV Box to the general public for any reason whatsoever (by way of example and not limitation, a delayed product launch, lack of inventory, etc.) or otherwise have any liability to RadioShack as a result of any such delay in delivery or installation. The parties shall use commercially reasonable efforts during the Term to mutually discuss the feasibility of providing a model

ViP 922 SlingLoaded DVR receiver and a GoogleTV Box in Company-Operated Locations other than the Technology Demo Locations. RadioShack shall not display Showroom Programming outside of any Company-Operated Location (including without limitation Sam's Club stores in the case of SC Kiosks, if and as applicable) or use Showroom Programming for any purpose other than RadioShack's marketing, promotion and solicitation of orders for Programming under this Agreement. For purposes of this Agreement, "GoogleTV Box" means a consumer electronics device that provides a software platform and operating system developed and owned by Google that enables end users to receive an integrated video and web browsing experience that is delivered through a device that outputs to a HD screen, and which may include various software applications, including without limitation, certain software applications developed by or on behalf of Google and various third parties.

2.11.2 Troubleshooting Services. DISH shall provide, or cause to be provided, at no cost to RadioShack the following troubleshooting and service process in the event that a Company-Operated Location encounters problems with its Showroom Programming account: (a) over-the-phone diagnostics and troubleshooting via one or more toll-free telephone numbers to be provided to RadioShack by DISH during the hours of 8:00 a.m. C.S.T. to 7:00 p.m. C.S.T.; or (b) in the event the problem cannot be resolved over the phone, DISH shall arrange for an on-site service call to provide on-site troubleshooting within forty-eight (48) hours of the request. DISH shall be responsible for all costs including the labor costs of such service calls unless the service call arises as a result of the negligence or other actions of RadioShack, its employees, agents, contractors or customers.

2.12 Dedicated Account Managers. Throughout the Term, DISH will provide two (2) account managers, designated from time to time by DISH's, dedicated to the RadioShack account, who will manage day-to-day operations pertaining to this Agreement, as directed by DISH, and act as a liaison between DISH and RadioShack.

2.13 Field Support and Training. Throughout the Term, DISH will utilize its "Field Sales Development" team to provide training and support to Company-Operated Locations with the Continental United States. DISH will use commercially reasonable efforts to ensure that the number of its "Field Sales Development" team members assigned to RadioShack will be approximately one (1) team member for each of RadioShack's applicable sales "districts" as such sales "districts" are mutually agreed upon by the parties from time to time during the Term. For clarity, Field Sales Development Team members will not be exclusively assigned to RadioShack. From time to time during the Term, in collaboration with RadioShack, DISH will provide training and training materials to RadioShack as mutually agreed upon by the parties.

2.14 "TV Everywhere". From the Effective Date through December 31, 2010, DISH will not fund the marketing of the model ViP 922 receiver at any brick and mortar consumer electronics store that is listed as one of the top ten (10) consumer electronics retailers in the then-current edition of the *Twice Top 100 CE Retailers Report* (a "Top Ten CE Retailer") with the exception of: (i) RadioShack; and (ii) any individual or entity (including without limitation, a Top Ten CE Retailer) with which DISH, on or before the Effective Date, has an agreement in force and effect regarding the marketing, promotion and/or solicitation of orders for Programming and/or any related hardware or other equipment. For the avoidance of doubt, the provisions of this Section 2.14 shall not survive termination of this Agreement if this Agreement terminates prior to December 31, 2010.

2.15 **Certain Advertising Opportunities.** As mutually agreed upon by from time to time during the Term, the parties shall use commercially reasonable efforts to develop mutually-acceptable strategies for the cross-promotion and marketing of one another's products and services. From time to time during the Term, DISH may (but shall not be obligated to) offer RadioShack the opportunity to purchase certain DISH "ad avails" (i.e., the slots that have been contractually granted to DISH by the Programming providers or other third parties for use for advertising by DISH or DISH's authorized retailers) at pricing that is as favorable or more favorable than the pricing then offered by DISH to third parties for the same ad avails.

2.16 **Tagging in DISH Advertisements.** DISH will use commercially reasonable efforts to tag RadioShack in newspaper and other advertisements as mutually agreed upon by the parties from time to time during the Term. All advertisements that include trademarks or service marks of RadioShack or otherwise identify RadioShack shall be subject to the prior written approval of RadioShack.

2.17 **Bill Payment.** Throughout the Term, DISH will use commercially reasonable efforts to reference the Company-Operated Locations as locations where DISH Network Subscribers may pay their DISH Network® bills both in DISH's direct-sale telephone scripting for prospective DISH Programming subscribers and on DISH's customer website.

2.18 **Customer Data Evaluation.** DISH shall, in the same manner that DISH provides such reporting to its other retailers that use the OE Tool, provide RadioShack with daily reporting on DISH Network Residential Subscriber Accounts activated as a result of RadioShack properly performing the order entry tasks related to the provisioning of Eligible Residential Programming under a Qualifying Promotion using the OE Tool (such reporting to include, without limitation, the date that RadioShack entered the corresponding order into the OE Tool and the applicable date of installation scheduled by RadioShack using the OE Tool). Subject to the terms and conditions of this Agreement (including without limitation, Section 9), the parties will use commercially reasonable efforts throughout the Term to work together to evaluate certain customer data of each party in order to identify strategic sales opportunities with respect to specific demographics in the Territory.

2.19 **Certain Strategic Opportunities.** During the Term of this Agreement, the parties agree to discuss in good faith the development and implementation of the following potential strategic initiatives: (i) a mutual discount program that will afford employees of RadioShack and employees of DISH encouragement and an opportunity to acquire Programming and RadioShack-offered products and services, respectively; (ii) use of one or more RadioShack-branded/sponsored credit cards (an "RS Credit Card") as an acceptable form of payment for certain DISH products and/or services that require a major credit card; (iii) use of one or more RS Credit Cards to bundle RadioShack credit promotions with the sale, lease or other transfer of certain DISH products and/or services; (iv) RadioShack's supply of certain installation materials needed by DISH to perform installations of DISH DBS Systems; and (v) creation of a dedicated RadioShack business television (BTV) channel to be displayed in Company-Operated Locations and utilized for, among other things, the advertising and promotion of DISH products and services. The parties acknowledge and agree that the failure of the parties to reach agreement on any or all of the matters set forth in this Section 2.19 shall not constitute a Default by either party hereunder and shall not affect any other provision of this Agreement or the Trademark License Agreement in any manner whatsoever.

2.20 **Initial MDF Amounts.** Subject to the terms and conditions of this Agreement, DISH will make available to RadioShack market development accrual funds (“MDF”) in an aggregate amount equal to four million dollars (\$4,000,000.00) as follows: one million dollars (\$1,000,000.00) per calendar quarter for the four (4) consecutive calendar quarters of the Term beginning October 1, 2010 and ending September 30, 2011 (the “Initial MDF Amounts”) which funds may be used at any time during the Term. Accrual of all Initial MDF Funds will cease immediately in the event that this Agreement terminates for any reason during the first twelve (12) months of the Term. RadioShack shall use all Initial MDF Amounts and RadioShack’s remaining MDF accrued under the Prior Agreement (the “Existing MDF Amounts”) in accordance with a cooperative marketing program mutually agreed upon from time to time in writing between RadioShack and DISH (the “Cooperative Marketing Program”) throughout the Term; provided that, all marketing materials used by RadioShack in connection with its performance hereunder shall be subject to DISH’s prior written approval, not to be unreasonably withheld or delayed. The reimbursement process(es) to be employed by DISH with respect to Initial MDF Amounts and the Existing MDF Amounts shall be agreed upon by the parties. For clarity, DISH will accrue Initial MDF Amounts in substantially the same manner as it accrued Existing MDF Amounts under the Prior Agreement and will reimburse RadioShack for mutually agreed upon marketing initiatives comprising the Cooperative Marketing Program. RadioShack agrees that all expenditures for which it seeks reimbursement from DISH out of the Initial MDF and the Existing MDF Amounts will be incurred at RadioShack’s actual cost and will not include any mark-up whatsoever.

3. **REPRESENTATIONS AND WARRANTIES.** The parties hereto make the following representations and warranties with the specific intent to induce the other party into entering into this Agreement and recognize that the other party would not enter into this Agreement but for the following representations and warranties:

3.1 Each party hereto represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized and that it has the full right, power and authority to execute, deliver and perform this Agreement.

3.2 Each party hereto represents and warrants that the signature of its duly authorized representative below is genuine and that the person signing this Agreement on behalf of such party is authorized by such party to sign this Agreement on its behalf.

3.3 Each party represents and warrants that: (i) it is a valid and existing entity in compliance with all Laws related to the maintenance of its corporate or other business status; (ii) it is not currently insolvent; (iii) it is not violating any Laws that would materially affect its performance hereunder; and (iv) it has not engaged in any acts that would have been considered a material default or breach under the Prior Agreement.

3.4 EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE ITS INDEPENDENT COUNSEL REVIEW THIS AGREEMENT PRIOR TO EXECUTION. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT EITHER THIS AGREEMENT HAS BEEN ACTUALLY REVIEWED BY ITS INDEPENDENT COUNSEL OR THAT SUCH PARTY HAS DECLINED TO HAVE ITS INDEPENDENT COUNSEL DO SO.

3.5 EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON, AND IT HAS NOT BEEN INDUCED INTO ENTERING INTO THIS AGREEMENT BY, ANY STATEMENTS, PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, GUARANTEES, ACTS OR OMISSIONS NOT EXPRESSLY SET FORTH HEREIN.

3.6 EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT HAS NOT BEEN COERCED INTO ENTERING INTO THIS AGREEMENT AND THAT IT HAS ENTERED INTO THIS AGREEMENT OF ITS OWN FREE WILL AND FREE OF INFLUENCE OR DURESS.

3.7 EACH PARTY HERETO REPRESENTS, WARRANTS, ACKNOWLEDGES AND AGREES THAT: (I) THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND EACH AND EVERY PARAGRAPH AND EVERY PART HEREOF, HAVE BEEN COMPLETELY AND CAREFULLY READ BY, AND EXPLAINED TO, SUCH PARTY; AND (II) THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE FULLY AND COMPLETELY UNDERSTOOD BY SUCH PARTY AND SUCH PARTY IS COGNIZANT OF ALL OF SUCH TERMS AND CONDITIONS AND THE EFFECT OF EACH AND ALL OF SUCH TERMS AND CONDITIONS.

3.8 DISH represents, warrants and agrees that it will not knowingly and directly engage in any activity that would result in the “slamming”, “churning” and/or switching (or any similar activity) of a RadioShack customer who RadioShack has entered into the OE Tool and has been qualified to receive Programming in any manner so as to intentionally prevent RadioShack from receiving Incentives it would otherwise be eligible to receive under this Agreement.

4. **PROGRAMMING.**

4.1 **Programming.** DISH shall determine at Any Time in its sole discretion for any reason or no reason, the Residential Programming for which RadioShack may solicit orders; provided, however, that, with respect to RadioShack’s marketing, promotion and solicitation of orders for the same hereunder, DISH shall make available to RadioShack the same Residential Programming that DISH makes generally available to regional and national retailers in the Territory. DISH may expand, reduce or otherwise modify the content of any Programming packages or add or delete any Programming (either in a package or a-la-carte) at Any Time in its sole discretion for any reason or no reason. DISH shall use its commercially reasonable efforts to provide RadioShack with as much advance notice of changes to Programming as reasonably possible under the circumstances. All such changes shall be effective immediately upon notification by DISH, unless DISH notifies RadioShack of a different effective date.

4.2 **Changes.** If at Any Time or for any reason or no reason DISH changes the content of any Residential Programming package, RadioShack’s authorization to market, promote and solicit orders for the prior Residential Programming package shall immediately cease.

5. **PRICES.** DISH shall determine the retail prices for Programming at Any Time in its sole discretion for any reason or no reason. RadioShack will only solicit orders for Residential Programming at the retail prices set by DISH from time to time but will collect no moneys from its customers for any such orders. DISH may increase, decrease or otherwise modify those prices at Any Time in its sole discretion for any reason or no reason. Any price changes shall become effective upon notification by

DISH, unless DISH notifies RadioShack of a different effective date. RadioShack shall not represent that Residential Programming may be purchased or otherwise obtained on any other terms and conditions except as authorized in writing by DISH.

6. **INCENTIVES.** In consideration of RadioShack's continuing efforts to market, promote and solicit orders for Residential Programming and RadioShack's continuing efforts to service DISH Network Subscribers after activation, RadioShack shall be eligible to receive the Incentives set forth below. The Incentives set forth in this Section 6, the Initial MDF Amounts and Existing MDF Amounts constitute the sole amounts payable to RadioShack under this Agreement, provided, that, DISH may (but shall not be obligated to) offer RadioShack incentives in addition to Activation Incentives and Monthly Incentives from time to time during the Term ("Other Incentives"). For purposes of this Agreement, new Residential Subscriber Accounts expressly exclude Existing Residential Subscriber Accounts (as defined in Section 6.2.1).

6.1 **Activation Incentives.** For purposes of this Agreement, the one-time activation incentives set forth in Sections 6.1.1 and 6.1.2 shall be collectively referred to as the "Activation Incentives."

6.1.1 **OE Tool.** Subject to the terms and conditions of this Agreement, for each activation during the Term of this Agreement of a DISH DBS System as a primary receiver for a new Residential Subscriber Account for which RadioShack performed the order entry tasks related to the provisioning of Eligible Residential Programming under a Qualifying Promotion (which programming is activated within fourteen (14) days from the date of initial activation) using the OE Tool, DISH shall pay to RadioShack the following one-time activation incentives: (i) one hundred sixty dollars (\$160.00) "DHA Primary Activation Incentive" if such account is activated under DISH's Digital Home Advantage promotion or a promotion with substantially similar terms that replaces DHA (collectively, "DHA"); (ii) seventy-five dollars (\$75.00) "Pay-in-Advance Primary Activation Incentive" if such account is activated under the Flex24 Plan or Flex Plan promotion, or a promotion with substantially similar terms that replaces either of the foregoing (each, a "Flex Plan"); (iii) twenty-five dollars (\$25.00) "DVR Activation Incentive" if such primary receiver is a model 512, 522, 612, 622, 625, 722, 722k or 922 receiver, or such other model receiver as DISH may designate as qualifying for payment of a DVR Activation Incentive hereunder; (iv) fifty dollars (\$50.00) "MDF Accrual" if such account is activated under DHA.

6.1.2 **Dealers and Franchisees.** In addition to (and without limitation of) the foregoing, for each DISH DBS System that during the Term: (i) is sold by DISH or any of its Affiliates directly to a Dealer/Franchisee that has entered into a D/F Retailer Agreement (as defined in Section 7.5) and is participating in the Retailer D/F Program; (ii) is re-sold by such Dealer/Franchisee directly to a Qualifying Residential Subscriber; and (iii) results in the activation of Eligible Residential Programming for a new Residential Subscriber Account, DISH shall pay to RadioShack the following one-time activation incentives: (a) thirty-five dollars (\$35.00) "D/F DHA Activation Incentive" if such account is activated under DHA; and/or (b) fifteen dollars (\$15.00) "D/F MDF Accrual" if such account is activated under DHA.

6.1.3 **Certain MDF Terms.** For purposes of this Agreement, MDF Accrual and D/F MDF Accrual shall be collectively referred to as "MDF Amounts." Notwithstanding the foregoing or anything else set forth herein Rules to the contrary and, without affecting the MDF provided under Section 2.20, above, RadioShack will not be eligible to receive MDF Accrual under this Section 6.1 until

the earlier of the date: (a) on which RadioShack achieves eighty thousand (80,000) Qualifying Activations (excluding activations for which a D/F DHA Activation Incentive or D/F MDF Accrual is paid and any other activation resulting from the efforts of a Dealer/Franchisee); and (b) that is twelve (12) calendar months following the Effective Date. RadioShack shall use all MDF Amounts and Existing MDF Amounts in accordance with the Cooperative Marketing Program. RadioShack agrees that all expenditures for which it seeks reimbursement from DISH out of the Existing MDF Amounts or the MDF Amounts will be incurred at RadioShack's actual cost and will not include any mark up whatsoever. For clarity, no MDF Amounts will be paid with respect to activations under a Flex Plan, and RadioShack shall not be eligible to receive a D/F DHA Activation Incentive or D/F MDF Accrual with respect to any Residential Subscriber Account for which RadioShack receives any of the incentives described in Section 6.1.1.

6.2 Monthly Incentives.

6.2.1 **Existing Residential Subscriber Accounts.** Subject to the terms and conditions of this Agreement, DISH shall pay to RadioShack a monthly incentive ("Monthly Incentive") for each month during the Term that an existing Residential Subscriber Account activated under the Prior Agreement that is in good standing with DISH as of the Effective Date (an "Existing Residential Subscriber Account") remains a Residential Subscriber Account. In order to qualify for payment of a Monthly Incentive pursuant to this Section 6.2.1, each Existing Residential Subscriber Account must, among other things, have subscribed to Eligible Residential Programming for twenty-eight (28) consecutive days during the applicable month. As used herein, "good standing" shall mean a Residential Subscriber whose account has not been sent to collections for arrearages or terminated by DISH for non-payment.

6.2.2 **New Residential Subscriber Accounts.** Subject to the terms and conditions of this Agreement, DISH shall pay to RadioShack a Monthly Incentive, for each month during the Term that a new Residential Subscriber Account with respect to which RadioShack received an Activation Incentive (other than a D/F DHA Activation Incentive or a D/F MDF Accrual) remains a Residential Subscriber Account. In order to qualify for payment of a Monthly Incentive pursuant to this Section 6.2.2, each Residential Subscriber Account must have subscribed to Eligible Residential Programming under the applicable Qualifying Promotion for at least twenty-eight (28) consecutive days during the applicable month.

6.2.3 **Amount of Monthly Incentives.** With respect to the first six (6) calendar months of the Term (the "First Six Months"), the amount of each Monthly Incentive will be a minimum of one dollar (\$1.00). For each calendar month during the Term following the First Six Months, the amount of each Monthly Incentive will be determined in accordance with the table below based upon the number of new Residential Subscriber Accounts activated by RadioShack during the immediately preceding calendar quarter. For the avoidance of doubt (and without limitation of any of the foregoing), new Residential Subscriber Accounts activated as a result of a Dealer/Franchisee's participation in the Retailer D/F Program shall not be included in the determination of the amount of Monthly Incentives (as described in the immediately preceding sentence) with respect to any month during the Term.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Number of New Residential Subscriber Accounts Activated During the Immediately Preceding Calendar Quarter	Monthly Incentive Amount
0-499	\$0.00
500-2,499	\$0.75
2,500-4,999	\$1.00
5,000-7,499	\$1.25
7,500+	\$1.50

6.2.4 **Certain Additional Conditions.** Monthly Incentives with respect to any Residential Subscriber Account (including without limitation, Existing Residential Subscriber Accounts) will discontinue if such account has terminated any agreement with DISH, downgrades below Eligible Residential Programming, discontinues service, or has otherwise been disconnected or deactivated for any reason whatsoever. Notwithstanding anything set forth to the contrary in this Agreement or in any other agreement between DISH or any of its Affiliates on the one hand, and RadioShack or any of its Affiliates on the other hand, unless otherwise mutually agreed by the parties in writing, Monthly Incentives will be paid to RadioShack for a maximum of sixty (60) payments based upon the period of sixty (60) months from the date of initial activation of the applicable Residential Subscriber Account (including without limitation, Existing Residential Subscriber Accounts).

6.3 **Payment of Activation Incentives and Monthly Incentives.** Subject to and in accordance with applicable terms and conditions:

6.3.1 Activation Incentives payable hereunder shall be paid twice weekly as follows: (i) for activations that occur on Saturday, Sunday and Monday, such Activation Incentives (if and as applicable) will issue the following Thursday and will be set up to settle in RadioShack's bank account on Friday (please note, however, that actual settlement of EFT funds on Friday for payments invoiced on Thursday will depend on the policies of RadioShack's bank); and (ii) for activations that occur on Tuesday, Wednesday, Thursday and Friday, such Activation Incentives will issue on the following Monday, and will be set up to settle in RadioShack's bank account on Tuesday (please note, however, that actual settlement of EFT funds on Tuesday for payments invoiced on Monday will depend on the policies of RadioShack's Bank).

6.3.2 Monthly Incentives payable hereunder shall be paid forty-five (45) days from the last day of the qualifying calendar month (on or around the 15th of each calendar month). By way of example only (and without limitation of any of the foregoing) January Monthly Incentives pay forty-five (45) days from the last day in January (the 31st), which would be approximately March 15th.

6.4 **Chargeback of Incentives.** If RadioShack is paid an Incentive to which it is not entitled pursuant to the terms and conditions of this Agreement, DISH shall have the right to charge back such

Incentive paid to RadioShack. In addition to (and without limitation of) the foregoing, DISH shall have the right to charge back all or any portion of the Incentives with respect to any Residential Subscriber Account that does not maintain Eligible Residential Programming under the applicable Qualifying Promotion for ninety (90) consecutive days following initial activation.

6.5 **Additional Payment Provisions.** Subject to the terms of this Section 6.5, all Incentives and Other Incentives (if any) paid to RadioShack hereunder shall be made by EFT.

6.5.1 **Electronic Funds Transfer.** RadioShack shall provide DISH with the RadioShack Account information and any changes thereto ("EFT Instructions"), in the manner prescribed by DISH. Until RadioShack provides DISH with EFT Instructions, or if RadioShack elects to receive payments by check, DISH shall pay Incentives to RadioShack by check.

6.5.2 **Reliance on RadioShack Account Information.** With respect to RadioShack's EFT Instructions, and any purported changes or modifications thereof by RadioShack, DISH may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such writing or instrument and may assume that any person purporting to give any such writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized by RadioShack to do so. The provisions of this Section 6.5.2 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

6.5.3 **Incentive Statements.** DISH shall make available to RadioShack, in substantially the same electronic format as provided to DISH's retailer base generally, periodic statements reflecting the Incentives (if any) payable to RadioShack as well as any Chargebacks assessed against RadioShack. For the avoidance of doubt, such statements will only be made available during periods when Incentives are payable to RadioShack. RadioShack acknowledges that DISH is not required to provide RadioShack with any additional information, including without limitation, communications between DISH and any DISH Network Subscriber or any customer account information regarding any DISH Network Subscriber.

6.6 **Exceptions.**

6.6.1 Notwithstanding anything to the contrary set forth herein, RadioShack shall not be entitled to Monthly Incentives (at anytime), Additional Incentives or Other Incentives (to the extent that the Chargeback period set forth in this Agreement has not expired) with respect to any Residential Subscriber Account for which: (i) Eligible Residential Programming has been cancelled by anyone; (ii) payment in full for Eligible Residential Programming has not been timely received by DISH in accordance with the terms and conditions of the then current DISH Residential Customer Agreement; (iii) a credit or refund has been issued by DISH for any reason (DISH shall have the right to issue credits or refunds at Any Time in accordance with its then standard business practices); (iv) the Residential Subscriber Account is otherwise terminated, disconnected or deactivated for any reason or no reason whatsoever; or (v) DISH, in good faith and with reasonable corroborating evidence, satisfactory to RadioShack, establishes that RadioShack committed fraud in obtaining, or attempting to obtain such incentive.

6.6.2 Notwithstanding anything to the contrary set forth herein, RadioShack shall only be entitled to receive Activation Incentives, Monthly Incentives and Other Incentives (if any) with respect

to the first new Residential Subscriber Account activated per household.

6.7 Suspension and Termination of Payments.

6.7.1 Suspension. In addition to (and without limitation of) any other rights and remedies available, neither party shall be required to pay any amount, including without limitation any Incentives, which would otherwise be due to the other party during any period in which such other party is in material breach or material default of this Agreement or the Trademark License Agreement; provided, however, that each party shall be obligated to pay to the other party any such held amounts owed in accordance with the terms and conditions of this Agreement following the timely curing of any such material breach or material default. The foregoing provisions of this Section 6.7.1 may be exercised without terminating this Agreement and are without prejudice to any other rights and remedies each party may have under this Agreement, at law, in equity or otherwise. Notwithstanding anything set forth to the contrary herein, this Section 6.7.1 shall not affect Chargebacks made by DISH in accordance with the terms and conditions of this Agreement. The provisions of this Section 6.7.1 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

6.7.2 Termination. If this Agreement is terminated by DISH under Section 10.2, DISH shall have the right (but not the obligation), in addition to other rights and remedies it may have, to terminate immediately all payments of Incentives then presently due and owing, or thereafter due, to RadioShack under this Agreement. Except as provided in the previous sentence, DISH shall, in accordance with the provisions of Section 10.3, pay RadioShack all Monthly Incentives and any Other Incentives paid on a recurring basis that are due and owing (but unpaid) at the time of any expiration or termination (if any) and for a period of thirty (30) days following the date of expiration or termination shall continue to pay RadioShack all Activation Incentives and Other Incentives paid on a one-time basis (if any) that are otherwise payable to RadioShack in accordance with this Agreement. At the end of such thirty (30) day period, DISH shall have the right (but not the obligation), in addition to any other rights and remedies it may have, to terminate payment of any further Activations Incentives and Other Incentives. For clarity (and without limitation of the foregoing) RadioShack shall not be eligible to continue receiving Monthly Incentives or any Other Incentives paid on a recurring basis following expiration or termination of this Agreement for any reason or no reason.

6.8 Offsets. Except as otherwise provided in this Agreement (including without limitation, with respect to Chargebacks under Section 6.4), neither party shall have the right to offset any amounts due hereunder.

6.9 Collection of Programming and Other Fees. RadioShack acknowledges and agrees that: (i) except as otherwise expressly permitted by DISH in writing, under no circumstances shall RadioShack or any of its Affiliates collect any payment for Programming or any other payment due or owing to DISH and/or any of its Affiliates from any DISH Network Subscriber or any other person or entity; (ii) all subscription, demand purchase and other Programming fees shall be billed directly to DISH Network Subscribers by DISH; and (iii) if a DISH Network Subscriber or other person or entity forwards any such payment to RadioShack or any of its Affiliates, RadioShack shall immediately forward the payment, together with any applicable sales or similar taxes, to DISH without deduction or offset of any kind, and shall instruct the DISH Network Subscriber or other person or entity that all future payments

must be made to DISH directly.

6.10 **Acknowledgement.** RadioShack hereby acknowledges and agrees that the Incentives paid to RadioShack under this Agreement do not represent deferred compensation in any form whatsoever and are not being paid to RadioShack with respect to the procurement of, or the activation of Programming for, DISH Network Subscribers, but rather are being paid to RadioShack as an incentive to continue marketing, promoting and soliciting orders for Programming from prospective DISH Network Subscribers and to provide continuing service to DISH Network Subscribers after initial activation.

6.11 **Interest.** In the event either party is more than fifteen (15) days late in the payment of any amounts owing to the other party, pursuant to this Agreement or any amendment, purchase order or letter agreement related thereto, then to the extent that the past due amount is not the subject of a good faith dispute it shall bear interest from the date that such amount was determined to be due at the prime rate as published in the Southwest Edition of the Wall Street Journal on the due date of such amounts and if not published on that date then the next day of publication.

7. **ORDERS.**

7.1 RadioShack agrees to use commercially reasonable efforts to promote and enhance DISH's business, reputation and goodwill. With the exception of Dealers and Franchisees, RadioShack shall not use any independent contractors, subcontractors, Affiliates, agents or sub-agents to fulfill any of its obligations hereunder.

7.2 RadioShack shall not sell Programming under any circumstances. All sales of Programming are transactions solely between DISH and DISH Network Subscribers. RadioShack shall promptly forward to DISH all orders for Programming in the manner required pursuant to the terms of this Agreement. For clarity, RadioShack will forward all orders for Programming directly to DISH and not to any third party. RadioShack will not advise or instruct any of its customers to place an order for Programming by any means other than directly through DISH. RadioShack agrees that it shall not condition, tie or otherwise bundle the marketing, promotion or solicitation of Programming with the purchase of any other services or products other than as may be specifically agreed upon by the parties in advance in writing. For further clarity, nothing in this Agreement shall be deemed to limit or restrict in any way RadioShack's marketing, promotion, pricing, discounting and solicitation of orders for sale of services and products offered by RadioShack other than the Residential Programming offered or provided by DISH or any of its Affiliates.

7.3 [Intentionally Left Blank]

7.4 RadioShack hereby acknowledges and agrees that the relationship, contractual or otherwise, between DISH (and/or any of its Affiliates) and each DISH Network Subscriber is, as between DISH and RadioShack, for the sole and exclusive benefit of DISH. In furtherance (and without limitation) of the foregoing, RadioShack acknowledges and agrees that RadioShack is not a third-party beneficiary of any agreement that DISH or any of its Affiliates may have with any DISH Network Subscriber. The provisions of this Section 7.4 shall survive expiration or termination of this Agreement indefinitely.

7.5 Subject to the terms and conditions of this Agreement, RadioShack and DISH shall continue to maintain a program substantially similar to the program established by the parties under the Prior Agreement to market and promote Programming and related products and services through RadioShack's independent dealers and franchisees (each, a "Dealer/Franchisee" and collectively, the "Dealers and Franchisees") that, among other things, is based upon a direct contractual relationship between DISH and each such Dealer/Franchisee (the "Retailer D/F Program"). RadioShack shall use all commercially reasonable efforts to obtain the maximum participation of new Dealers and Franchisees.

7.5.1 Each Dealer/Franchisee that elects to participate in the Retailer D/F Program shall: (i) execute DISH's standard DISH Network Retailer Agreement together with a Retailer D/F Program amendment thereto (the form of which amendment shall be drafted by DISH and approved by RadioShack, such approval not unreasonably withheld or delayed) (solely for purposes of this Agreement, collectively, a "D/F Retailer Agreement"); (ii) be eligible to or retain, as the case may be, a complimentary showroom account; and (iii) be entitled to offer all exclusive offers and promotions made available to RadioShack by DISH pursuant to this Agreement. The parties acknowledge that Dealers and Franchisees are independent businesses not controlled by RadioShack and that participation in the Retailer D/F Program shall be: (a) at the election of each Dealer/Franchisee and DISH; and (ii) governed by, and subject to the terms and conditions set forth in, the applicable D/F Retailer Agreement entered into by the respective Dealer/Franchisee.

7.5.2 **Dealers and Franchisees.** The parties acknowledge Dealers and Franchisees are independent businesses not controlled by RadioShack and that participation shall be at the election of the respective Dealer or Franchisee and DISH. RadioShack will provide timely notice to those Dealers and Franchisees participating in the DISH Network® program pursuant to the Prior Agreement of the new program to be offered pursuant to this Agreement and will use commercially reasonable efforts to obtain the participation of the Dealers and Franchisees in the new program. It is agreed and understood that the parties will mutually develop the new Retailer D/F Program for presentation and marketing to the Dealers and Franchisees. The participation of the Dealers and Franchisees in the Retailer D/F Program shall be on mutually agreeable terms and conditions based upon this Agreement which will be set forth in a separate RadioShack Dealer/Franchise Addendum attached to this Agreement.

8. **TRADEMARK LICENSE AGREEMENT.** The Trademark License Agreement attached as Exhibit C hereto (the "DISH Trademark License Agreement"), is hereby incorporated into this Agreement by reference in its entirety.

9. **CONDUCT OF BUSINESS.**

9.1 **Compliance with Laws.** Each party shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state, municipal, or otherwise) and all amendments thereto, now enacted or hereafter promulgated (hereinafter "Laws"), and each party shall be solely responsible for its compliance with all Laws that apply to its obligations under this Agreement.

9.2 **Signal Theft.** RadioShack shall not: (i) engage in any signal theft, piracy of Programming; (ii) engage in any unauthorized reception, transmission, publication, use, display or similar activities with respect to Programming; (iii) use a single DISH Network account for the purpose of

authorizing Programming for multiple DISH satellite receivers that are not all located in the same Residential Location and connected to the same land based phone line and/or broadband home network; (iv) alter any DISH satellite receivers or smart cards or any other equipment compatible with programming delivered by DISH or any of its Affiliates to be capable of such signal theft (or for any other reason without the express written consent of DISH); (v) manufacture, import, offer to the public, sell, provide or otherwise traffic in any technology, product, service or device which is primarily designed or produced for the purpose of facilitating theft or other piracy of Programming; or (vi) aid any others in engaging in, or attempting to engage in, any of the above described activities. RadioShack shall immediately notify DISH if it becomes aware of any such activity by any person or entity.

9.3 During the Term and for a period of three (3) years thereafter, RadioShack shall not specifically target existing or former DISH Network Subscribers to switch from DISH to any other provider of video services or for any other reason whatsoever. Subject to Section 2.9, this Section 9.3 shall not prohibit RadioShack from marketing, advertising or selling any services, or communicating with potential customers regarding such services generally (including, without limitation, through the use of radio, Internet, television, telephone and newspaper advertisements or mass market mailings); provided that such activities do not specifically mention "DISH", "Dish", "Dish Network" or similar words that identify DISH. Additionally, this Section 10.4 shall not prohibit RadioShack from using any information generally available in the marketplace. For the avoidance of doubt, RadioShack shall not be in breach of this Section 9.3 if RadioShack is tagged in a third-party, non-RadioShack Affiliate's advertisement that specifically mentions "DISH", "Dish" or "Dish Network". The provisions of this Section 9.3 shall survive expiration or termination of this Agreement for a period of three (3) years.

9.4 **Subscriber Information.** The provisions of this Section 9.4 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) for a period of three (3) years.

9.4.1 **RadioShack.** RadioShack acknowledges and agrees that the names, addresses and other identifying information of DISH Network Subscribers with respect to which RadioShack was eligible to receive Incentives hereunder ("Subscriber Information") are proprietary to DISH, and shall be treated with the highest degree of confidentiality by RadioShack. During the Term and for a period of three (3) years following expiration or termination of this Agreement, RadioShack will not, without the express prior written consent of DISH, which consent may be withheld by DISH in its sole discretion for any reason or no reason, directly or through any third party: (i) make use of any list consisting only of past or current DISH Network Subscribers (whether developed by RadioShack, obtained from DISH or obtained from any other source) or any other list identifying individuals as past or current DISH Network Subscribers; (ii) use any Subscriber Information for the benefit of any individual or entity other than DISH; or (iii) reveal any Subscriber Information to any third party for any reason; provided, however, that nothing herein shall prohibit RadioShack from utilizing its own customer lists (but not a discrete portion thereof identifying only DISH Network Subscribers) for its general business operations.

9.4.2 **DISH.** DISH acknowledges and agrees that the names, addresses and other identifying information of DISH Network Subscribers for which RadioShack is paid Incentives hereunder or under any Promotional Program by DISH ("RadioShack Customer Information") are also proprietary to RadioShack and shall be treated with the highest degree of confidentiality by DISH. During the Term and for a period of three (3) years following expiration or termination of this Agreement, DISH will not, without the express prior written consent of RadioShack, which consent may be withheld by RadioShack

in its sole discretion for any reason or no reason, directly or through any third party: (i) make use of any list of past or current RadioShack customers (whether developed by DISH, obtained from RadioShack or obtained from any third party), except as is reasonably necessary in order for DISH to perform its obligations hereunder; (ii) identify or provide to any third party (other than a DISH Affiliate, regional service provider or Installer as may be reasonably necessary for DISH to perform its obligations hereunder) any RadioShack Customer Information; or (iii) reveal any RadioShack Customer Information to any third party for any reason (other than a DISH Affiliate as may be reasonably necessary for DISH to perform its obligations hereunder); provided, however, that nothing herein shall prohibit DISH from utilizing its own Subscriber Information (but not a discrete portion thereof identifying only DISH Network Subscribers for which RadioShack is paid Incentives hereunder or any Promotional Program) for its general business operations.

9.5 **Hardware and Programming Export and Sale Restrictions.** RadioShack agrees that it will not arrange for or participate in the export or sale of DISH DBS Systems or Programming outside of the Territory.

9.6 **Remedies.** The parties agree that any breach of their respective obligations set forth in this Section 9 may cause substantial or irreparable harm and injury to the other party for which monetary damages alone may be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, each party agrees that the other party shall have the right, in addition to (and without limitation of) any other rights and remedies available to such party at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to seek immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by the other party, its Affiliates, employees, independent contractors, subcontractors or agents, as well as other equitable relief allowed by the federal and state courts. The provisions of this Section 9.6 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

10. **TERM AND TERMINATION.**

10.1 **Term.** This Agreement shall commence on the Effective Date and shall continue through the third anniversary of the Effective Date (the “Initial Term”), unless earlier terminated by either party hereto or otherwise in accordance with the terms and conditions of this Agreement. The Initial Term shall be automatically renewed for successive one (1) year terms (each a “Renewal Term”) unless either party provides the other party with not less than sixty (60) days written notice of its intent not to renew prior to the expiration of the then-current term. For purposes of this Agreement the Initial Term and all Renewal Terms, if any, are collectively referred to as the “Term.”

10.2 **Termination By Either Party Upon Default.** In addition to (and without limitation of) any provision of this Agreement that expressly provides either party with the right to terminate this Agreement, this Agreement may be terminated by either party hereto (the “Affected Party”), if the other party (the “Other Party”) has failed to cure (if curable) any Default (as defined below) within thirty (30) days of receipt of a written notice of such Default from the Affected Party. For the purposes of this Agreement a “Default” shall occur when the Other Party: (i) fails to pay any amount to the Affected Party or its Affiliates when due under this Agreement or the Prior Agreement; (ii) fails to perform any material obligation or breaches any representation, warranty or covenant in this Agreement or the DISH Trademark License Agreement (regardless of whether breach or default of such obligation, representation,

warranty or covenant is designated as giving rise to a termination right); (iii) becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against it; (iv) for more than twenty (20) consecutive days, ceases to continuously and actively market and promote Programming; (vi) violates applicable Laws, which violation has a materially adverse effect on the Affected Party; (vii) intentionally falsifies any records or reports required hereunder; (viii) makes any representation or promise on behalf of the Affected Party inconsistent with the representations or promises that the Affected Party has specifically authorized; or (ix) the DISH Trademark License Agreement terminates for any reason.

10.3 **Expiration or Termination of Agreement.** The parties hereto agree that if this Agreement expires or terminates for any reason or no reason: (i) RadioShack shall immediately discontinue the marketing, promotion and solicitation of orders for Programming, and immediately cease to represent and/or imply to any person or entity that RadioShack is an Authorized Retailer of DISH; (ii) RadioShack shall immediately discontinue all use of the trademarks associated or included in any way whatsoever with Programming, including, without limitation, DISH; (iii) RadioShack shall, at its sole cost and expense, deliver to DISH at the address specified in Section 17.10.1 of this Agreement (or such other address(es) as may be designated in accordance with Section 17.10.2 of this Agreement), or destroy, at DISH's option, all tangible things of every kind (excluding DISH DBS Systems, if any) in RadioShack's possession or control that bear any of the trademarks and certify in writing to DISH that such delivery or destruction has taken place; and (iv) except as otherwise expressly set forth to the contrary in this Agreement, each party shall pay all sums due the other party within forty-five (45) days following the date of such expiration or termination.

11. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereto is that of independent contractors. Both parties shall conduct their business as an independent contractor, and all persons employed in the conduct of such business shall be their employees only, and not employees or agents of the other party. Each party shall prominently state its business name and contact information (including without limitation, address or phone number) in all communications with the public, including, without limitation, marketing materials, flyers, print ads, television or radio spots, web sites, e-mails, invoices, sales slips, and the like. Notwithstanding anything set forth in this Agreement to the contrary, neither party (including without limitation its officers, directors, employees and Permitted Subcontractors) shall, under any circumstances, hold itself out to the public or represent that it is an employee, subcontractor, Affiliate, agent, or sub-agent of the other party. This Agreement does not constitute any joint venture or partnership. It is further understood and agreed that neither party has any right or authority to make any representation, warranty, promise, covenant, guarantee or agreement or take any action for or on behalf of the other party.

12. **LIMITATION OF LIABILITY.** The provisions of this Section 12 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

12.1 UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT RADIOSHACK SHALL HAVE NO RIGHT TO REQUIRE DISH TO CONTINUE TO ALLOW RADIOSHACK TO ACT AS AN AUTHORIZED RETAILER TO MARKET, PROMOTE OR SOLICIT ORDERS FOR PROGRAMMING ON BEHALF OF DISH.

12.2 IN NO EVENT SHALL ANY PROJECTIONS OR FORECASTS MADE BY OR ON

BEHALF OF EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES BE BINDING AS COMMITMENTS OR PROMISES. EXCEPT FOR A BREACH, DEFAULT OF, OR CLAIM UNDER SECTION 9.3, 9.4 OR 14, IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE OTHER PARTY (WHETHER FORESEEABLE OR NOT), INCLUDING WITHOUT LIMITATION ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES' SALARIES, OVERHEAD OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT. FOR ALL THIRD-PARTY INDEMNIFICATION CLAIMS UNDER THIS AGREEMENT, THE LOSSES IN SUCH CLAIMS SHALL BE CHARACTERIZED AS DIRECT DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF APPLICABLE LAW OR INTERPRETATION OF APPLICABLE LAW BY ANY PERSON.

13. **INDEMNIFICATION.** The provisions of this Section 13 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

13.1 **For the Benefit of DISH.** RadioShack shall indemnify, defend and hold DISH and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) ("Claims") by a third party who is not an Affiliate of a party hereto, that, to the extent such Claims are not a result of DISH's or any of its Affiliates' negligence or misconduct, arise out of, or are incurred in connection with: (i) RadioShack's performance or failure of performance under this Agreement or the DISH Trademark License Agreement, and any direct or indirect results thereof; (ii) RadioShack's willful or negligent acts or omissions (or those of any of RadioShack's employees, Affiliates, agents or sub-agents, provided that such acts are within the scope of employment or authority of such employees, Affiliates, agents and sub-agents) relating to the sale, leasing, transfer of possession, marketing, advertisement, promotion and/or solicitation of orders for Programming, DISH DBS Systems and/or any other products or services of DISH or any of its Affiliates; (iii) the breach of any of RadioShack's representations or warranties contained herein; (iv) the failure of RadioShack to comply with, or any actual or alleged violation of, any applicable Laws; (v) any claim brought by RadioShack's employees, agents, sub-agents and/or any other person or entity acting on behalf of RadioShack for compensation and/or damages arising out of or relating to the expiration or termination of this Agreement; and/or (vi) any claim of pirating, infringement or imitation of the logos, trademarks or service marks of programming providers or any other person or entity (except with respect to any marketing materials supplied to RadioShack by DISH).

13.2 **For the Benefit of RadioShack.** DISH shall indemnify, defend and hold RadioShack and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives (collectively, the "RadioShack Group") harmless from and against, any Claims by a third party who is not an Affiliate of a party hereto, that, to the extent such Claims are not a result of RadioShack's or any of its Affiliates' negligence or misconduct, arise out of, or are incurred in connection with: (i) DISH's performance or failure of

performance under this Agreement or the RadioShack Trademark License Agreement, and any direct or indirect results thereof; (ii) DISH's willful or negligent acts or omissions (or those of any of DISH's employees, Affiliates, agents or sub-agents, provided such acts are within the scope of employment or authority of such employees, Affiliates, agents and sub-agents) relating to the sale, leasing, transfer of possession, marketing, advertisement, promotion, installation, and/or solicitation of orders for Programming, DISH DBS Systems and/or any other products or services of DISH or any of its Affiliates; (iii) the willful or negligent acts or omissions of Installers with respect to the installation of DISH DBS Systems pursuant to this Agreement; (iv) the breach of any of DISH's representations or warranties contained herein; (v) the failure of DISH to comply with, or any actual or alleged violation of, any applicable Laws; (vi) any claim brought by DISH's employees, Affiliates, agents, sub-agents, Installers and/or any other person or entity acting on behalf of DISH for compensation and/or damages arising out of or relating to the expiration or termination of this Agreement; and/or (vii) a claim that DISH has engaged in false or deceptive advertising with respect to marketing materials supplied to RadioShack directly by DISH during the Term or any advertisement in which DISH tags RadioShack.

13.3 Indemnification Procedure. The party seeking indemnification (the "Indemnified Party") shall promptly notify in writing the party for whom indemnification is being sought (the "Indemnifying Party") of the claim or suit for which indemnification is sought provided that Indemnifying Party's obligation to defend shall only be reduced to the extent that its ability to provide a defense has been materially and adversely affected by any failure to so notify. The Indemnified Party shall not make any admission as to liability or agree to any settlement or compromise of any claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall be entitled to the exclusive conduct of all negotiations, litigation, settlements and other proceedings arising from any Claim and the Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party all reasonable assistance in connection with such negotiations and litigation. Each indemnity obligation set forth in this Section 13 shall be in addition to (and without limitation of) any other indemnity obligations set forth in this Agreement.

13.4 [Intentionally Left Blank]

13.5 IP Infringement Indemnification for the Benefit of RadioShack.

13.5.1 In addition to (and without limitation of) DISH's other indemnification obligations set forth in this Section 13, DISH will indemnify and defend and hold harmless the RadioShack Group from and against any and all Claims by a third party who is not an Affiliate of a party hereto insofar as such Claims are based upon a claim that any DISH DBS System sold or leased to a DISH customer as a direct result of RadioShack's marketing, promotion or solicitation of orders for Programming in accordance with this Agreement infringes any third-party's patent, copyright, trademark, service mark, trade secret or other intellectual property.

13.5.2 In the event of any third-party Claim against a member of the RadioShack Group under Section 13.5.1, DISH, at its option, may: (a) obtain the right to use the allegedly infringing DISH DBS System, without obligation on the part of RadioShack to the owner of the allegedly infringed intellectual property; (b) modify the infringing portion of the allegedly infringing DISH DBS System without materially diminishing the functionality or performance, thereof, to become non-infringing at DISH's sole expense; or (c) discontinue the use of the allegedly infringing DISH DBS System, or the infringing portion(s) thereof.

14. **CONFIDENTIALITY.** Except as set forth in Section 9.4, at all times during the Term of this Agreement and for a period of three (3) years thereafter, the parties and their employees will maintain in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired, devised or developed in any manner as direct or indirect result of actions or performance under this Agreement ("Confidential Information"), and each party hereby represents that it has not and will not reveal the same to any persons not employed by such party, except: (i) at the written direction of the other party; (ii) to the extent necessary to comply with applicable Law, the valid order of a court of competent jurisdiction or the valid order or requirement of a governmental agency or any successor agency thereto, in which case the disclosing party shall notify the other party of the disclosure in advance prior to making any disclosure, and seek confidential treatment of such information; (iii) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, provided that such parent company, auditors and attorney agree to be bound by the provisions of this Section 14; or (iv) to the extent necessary to permit a party's performance of its obligations hereunder (including without limitation to the Affiliate of a party). Upon expiration or termination of this Agreement for any reason or no reason whatsoever, at the written request of either party, the other party shall, within sixty (60) days of a party's receipt of such notice, return or destroy all Confidential Information of the party in its possession, and certify in writing to the other party that such delivery or destruction has taken place; provided, however, either party may retain a single complete copy of the Confidential Information in the exclusive possession of its General Counsel's office solely for use in connection with the prosecution or defense of any dispute arising from this Agreement. Each party agrees that any breach or default of any of its obligations set forth in this Section 14 may cause substantial and irreparable harm and injury to the other party for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, both parties shall have the right, in addition to (and without limitation of) any other rights and remedies available to them at law, in equity, under contract or otherwise (all of which are hereby expressly reserved), to seek immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by the other party, its employees, Affiliates or agents, as well as any other equitable relief allowed by the federal or state courts. The provisions of this Section 14 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) for a period of three (3) years.

15. **Choice of Law; Exclusive Jurisdiction.** This Agreement, the validity of this Agreement, any of its terms and provisions, any of the rights and duties of the parties hereunder, the termination of this Agreement, the rights and obligations of the parties following termination and any other claims under or relating to this Agreement, whether arising in contract, tort, under statute or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be made and performed entirely within the State of Delaware by residents of the State of Delaware, without giving any effect to any of its conflict of law provisions that would require the application of the laws of any other jurisdiction, and any and all disputes relating to the foregoing shall be litigated solely and exclusively in the state and federal courts in Wilmington, Delaware. The parties and their present and future Affiliates consent to the *in personam* jurisdiction of such courts for such purposes. The parties waive, fully and completely, any objection to venue in such courts, including, without limitation, any right to dismiss and/or transfer any action pursuant to Title 28 U.S.C. Section 1404 or 1406 (or any successor statute).

16. INSURANCE.

16.1 Each party shall, at its sole cost and expense, procure and maintain throughout the Term of this Agreement the following insurance coverages:

16.1.1 Workers' Compensation or similar employee benefit act coverage with statutory limits as prescribed by the Laws of any state in which such party conducts business operation in connection with this Agreement and Employers' Liability coverage with limits of not less than five hundred thousand dollars (\$500,000) per occurrence.

16.1.2 Commercial General Liability coverage including, without limitation coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage and Personal/Advertising Injury with limits of at least one million dollars (\$1,000,000) per occurrence.

16.1.3 Commercial Automobile Liability coverage which includes coverage for all owned, hired and non-owned vehicles with limits of not less than one million dollars (\$1,000,000) per occurrence.

16.1.4 Umbrella or excess liability insurance in excess of the limits specified for Commercial General and Commercial Automobile Liability coverage with limits of at least ten million dollars (\$10,000,000) per occurrence.

16.2 All such policies shall be primary and non-contributory, issued by insurers licensed to do business in any state in which the respective party has business operations in connection with this Agreement and which are rated A-VII or better in the current *Best's Insurance Reports* published by A.M. Best Company, or successor publication. Additionally, all such policies (except Workers's Compensation) shall name the other party and its Affiliates as additional insureds. Upon a party's request, the other party shall promptly provide the requesting party with a certificate of insurance evidencing the coverages set forth in this Section 16. Any or all policy limits set forth in this Section may be satisfied by a combination of Excess Liability, umbrella policies or a policy of self-insurance.

17. MISCELLANEOUS.

17.1 **Waiver.** Except as otherwise expressly set forth to the contrary herein, the failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

17.2 **Successor Interests; Assignment; Third Party Beneficiaries.** This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of DISH and RadioShack. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party, except that: (i) either party may assign this Agreement to any of its Affiliates in whole or in part at any time without the consent of the other party; and (ii) this Agreement shall be automatically assigned in whole, without the need for consent from the other party, to the successor entity or acquirer of either party upon a Change in Control. For purposes of this Section 17.2, "Change of Control" means: (a) the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of either party; or (b) the acquisition by any person or group (within the

meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under such Act) of more than fifty percent (50%) of either: (1) the then outstanding shares of common stock of either party hereto; (2) the combined voting power of the then outstanding voting securities of either party hereto entitled to vote generally in the election of directors; or (3) the income and profits interest of the general partner or limited partners where the entity is a limited partnership. Except as otherwise expressly set forth in this Section 17.2, the provisions of this Agreement are for the exclusive benefit of the parties hereto, their heirs, legal representatives, successors and permitted assigns, and nothing in this Agreement, express or implied, is intended, or shall be deemed or construed, to confer upon any third party (other than as expressly set forth for Affiliates of either party) any rights, benefits, duties, obligations, remedies or interests of any nature or kind whatsoever under or by reason of this Agreement.

17.3 **Construction and Interpretation.** The parties each hereby represent, warrant, acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, including without limitation any amendments hereto or thereto. This Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.4 **Severability.** The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. If any one or more of the provisions contained herein, or the application thereof to any person, entity, or circumstance, for any reason are held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall be unaffected thereby and will remain in full force and effect.

17.5 **Entire Agreement.** This Agreement and the exhibits and any other attachments hereto constitute the entire agreement between the parties with respect to the subject matter of this Agreement. Except as otherwise expressly provided herein, no party shall be bound by any communications between them on the subject matter of this Agreement, unless such communication is: (i) in writing; (ii) bears a date contemporaneous with or subsequent to the Effective Date; and (iii) is signed by both parties to this Agreement. On the Effective Date, the Prior Agreements (except as set forth to the contrary in Section 2.6 and with the further exception of any other agreements between the parties with a subject matter different from that of this Agreement) and any and all understandings between the parties shall be null and void. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between the parties which alter, amend, modify or supplement this Agreement. In addition to (and without limitation of) any provisions of this Agreement that expressly survive termination or expiration, any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances.

17.6 **Compliance with Laws.** The parties shall comply with, and agree that this Agreement is subject to, all applicable Laws in force or effect at any time during the Term of this Agreement.

17.7 **Force Majeure.** Notwithstanding anything set forth to the contrary in this Agreement, neither party shall be liable to the other party for its failure to fulfill any of its obligations

hereunder if such failure is caused by or arises out of an act of force majeure including without limitation acts of God, war, riot, natural disaster, technical failure (including without limitation the failure of all or part of any communications satellite or Internet servers on which the Programming is delivered to DISH Network Subscribers, or of related uplinking or other equipment) or any other reason beyond the reasonable control of the party whose performance is prevented during the period of such occurrence.

17.8 **Remedies Cumulative.** It is agreed that the rights and remedies herein provided to any party in case of default or breach by the other party of this Agreement are cumulative and without prejudice to any other rights and remedies that such party may have by reason of such default or breach by the other party at law, in equity, under contract or otherwise (all of which are hereby expressly reserved).

17.9 **Records and Audit Rights.** During the Term of this Agreement and for a period of three (3) years thereafter, each party shall keep and maintain at its principal place of business complete and accurate records and books of account in connection with its performance under this Agreement. During such time period, each party shall be entitled, no more than twice per calendar year, to at its sole cost and expense audit, inspect and copy ("Audit") the books and records of the other party (the "Audited Party") which relate specifically to the Audited Party's performance of its obligations hereunder for the calendar year during which the Audit is being performed (or the final calendar year of the Term should the Audit be conducted after expiration or termination) and for the immediately preceding calendar year of the Term. All Audits hereunder shall be conducted by a third-party, nationally-recognized, independent auditor reasonably acceptable to the party being audited, which auditor shall be required to enter into a confidentiality and non-disclosure agreement with the parties containing provisions no less stringent than those set forth in this Agreement with respect to the parties hereto. For clarity, notwithstanding anything set forth herein to the contrary, DISH shall not be required during any Audit to make available any books or records related to any DISH Network Subscriber other than those DISH Network Subscribers with respect to which RadioShack scheduled an installation pursuant to Section 2.8, above. The party requesting the Audit ("Auditing Party") shall provide the Audited Party with not less than fourteen (14) days' prior written notice before commencing any Audit. The Audit shall be conducted at the Audited Party's principal place of business during normal business hours. The Audited Party shall provide the Auditing Party with all reasonable cooperation as requested by the Auditing Party during the course of an Audit. All audits shall be conducted in such a manner so as to not unreasonably interfere with the Audited Party's normal course of business. The results of any and all Audits hereunder shall be provided to both parties and kept confidential.

17.10 **Notices.**

17.10.1 **Notice to DISH.** All notices to be given to DISH pursuant to this Agreement shall be in writing and sent by: (i) first class certified mail, postage prepaid; or (ii) overnight courier service, charges prepaid, to the following address(es) or such other address(es) as DISH may designate to RadioShack at Any Time in accordance with Section 17.10.2:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

To DISH: DISH Network L.L.C.
Attn: Executive Vice President of Sales
9601 S. Meridian Blvd.
Englewood, CO 80112

With a copy to: DISH Network L.L.C.
Attn: R. Stanton Dodge, Executive Vice President, General Counsel
and Secretary
9601 S. Meridian Blvd
Englewood, CO 80112

Such notice shall be deemed given upon receipt.

17.10.2 **Notice to RadioShack.** All notices to be given to RadioShack pursuant to this Agreement shall be in writing and sent by: (i) first class certified mail, postage prepaid; or (ii) overnight courier service, charges prepaid to RadioShack at the following address(es), or such other address(es) as RadioShack may designate in writing delivered to DISH in accordance with Section 17.10.1:

To RadioShack: RadioShack Corporation
Attn: Chief Merchandising Officer
300 RadioShack Circle, MSWF4-340
Fort Worth, TX 76102

With a copy to: RadioShack Corporation
Attn: General Counsel
300 RadioShack Circle, MSCF4-101
Fort Worth, TX 76102

Such notice shall be deemed given upon receipt.

17.10.3 The provisions of this Section 17.10 shall survive expiration or termination of this Agreement (for any reason or no reason) indefinitely.

17.11 [Intentionally Left Blank]

17.12 **Modifications.** This Agreement may not be amended or modified except in a writing signed by both parties hereto.

17.13 **General Provisions.** The exhibit(s) hereto are hereby incorporated into this Agreement by reference in their entirety.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

DISH NETWORK L.L.C.

By: _____
Amir Ahmed
Senior Vice President

RADIOSHACK CORPORATION

By: _____
Daniel Liberman
Senior Vice President - Mobility

[SIGNATURE PAGE OF RETAILER AGREEMENT]

EXHIBIT A

ELIGIBLE RESIDENTIAL PROGRAMMING

ELIGIBLE PROGRAMMING

America's Top 120
America's Top 120 Plus
America's Top 200
America's Top 250
America's Everything Pak
DishFAMILY
DishLATINO Clasico
DishLATINO Dos
DishLATINO Max
DishMEXICO
Arabic Elite Super Pack
Great Wall TV (Chinese)
Greek Elite Pack
Polish Super Pack
Brazil Elite Pack (Portuguese)
Hindi Mega Pack
Bangla Mega Pack
Russian Mega Pack
Hindi Super Pack
Taiwanese Mega pack
Pak Mega Pack (Urdu)
DISH America
DISH America Silver
DISH America Gold

Eligible Programming only when combined with DISH's "Locals Only" Package

Arabic Elite Pack
French Bouquet
Malayalam Mega Pack
German Language Plus
Bangla Elite Pack
Israeli Platinum Package
Luso Pack
Panorama Italiano
Korean Tiger Pack
Chinese Elite Pack
Polish Premium Pack
Tamil Mega Pack
TV Globo a la carte

Punjabi Pack
Taiwanese Elite Pack
TV Globo / Record Package
TV Japan
Telugu Pack
Pinoy Mega Pack

EXHIBIT B

COMPANY-OPERATED LOCATIONS WITH DISPLAYS

EXHIBIT B

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the “Agreement”) is made and effective as of _____, 2010 (the “Effective Date”), by and between DISH Network L.L.C., formerly known as EchoStar Satellite L.L.C. (“DISH”), having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112; and RadioShack Corporation, having a place of business at 300 RadioShack Circle, Fort Worth, Texas 76102 (“Licensee”).

INTRODUCTION

WHEREAS, DISH conducts business in worldwide locations as, among other things, a provider of direct broadcast satellite-delivered, multi-channel, digital video, audio, data, interactive and other programming services;

WHEREAS, Licensee conducts business as, among other things, a retailer of satellite television products and services; and

WHEREAS, Licensee desires to be permitted to use the Listed Trademarks (as defined below) in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. DISH and its Affiliates hereby grant to Licensee a non-exclusive, non-transferable, revocable license (the “License”) to use the Listed Trademarks during the term of this Agreement, and no other license or term whatsoever, solely to market, promote and solicit orders for Programming and the hardware necessary to receive such Programming (“Hardware”) in its advertising and promotional materials and at its business locations. Licensee shall have no right whatsoever to use any Trademark (as defined below) other than the Listed Trademarks for any purpose whatsoever, unless expressly authorized in a writing signed by an Executive Vice President of DISH (or his or her designee).

(a) Licensee expressly recognizes and agrees that Licensee shall not, in whole or in part, modify, alter, supplement, delete or otherwise change any of the Listed Trademarks (whether in typewritten, stylized or any other form) as provided to Licensee by DISH and/or any of its Affiliates, including without limitation by dissecting in any manner the form of stylized “I” in “DISH”. Licensee shall have no right to use any logos, service marks or trademarks (whether in typewritten, stylized or any other form) of any programming providers (collectively, “Programmer Trademarks”), other than the Programmer Trademarks that are contained in the advertising and promotional material provided to Licensee by DISH and/or its Affiliates. At no time shall any materials created or used by Licensee indicate that any agreement of agency, partnership, joint venture, franchise or exclusive or non-exclusive distributorship exists between Licensee, on the one hand, and DISH and/or its Affiliates, on the other

hand, unless DISH and/or its Affiliates, on the one hand, and Licensee, on the other hand, enter into a separate written agreement expressly permitting Licensee to do so.

(b) Notwithstanding the above, in the event Licensee's exact intended manner of use of one or more of the following has not been approved in writing by DISH for use by Licensee in the immediately preceding twelve (12) months, Licensee shall provide to DISH, at least thirty (30) days prior to first use, and in each case in typewritten, stylized and/or any other form required by DISH in its sole discretion for any reason or no reason: (i) an example of any advertising or promotional materials in which Licensee intends to use any Listed Trademarks or Programmer Trademarks; (ii) a written dispositive listing of all Trademark Paid Search Terms (as defined below) that Licensee or any of its Affiliates intends to bid upon and/or purchase in connection with Licensee's marketing, promotion or solicitation of orders for Programming, Hardware, Services or any other goods or services offered by DISH or any Affiliate of DISH; and (iii) any and all Identifying Communications Information (as defined below) that Licensee intends to use, whether in whole or in part. DISH may reject and prohibit Licensee from using such advertising and promotional materials, Identifying Communications Information and/or Trademark Paid Search Terms, as applicable, either in whole or in part, at Any Time in its sole discretion for any reason or no reason. If Licensee is required to, but fails to provide DISH with proposed advertising or promotional materials, Trademark Paid Search Terms and/or Identifying Communications Information at least thirty (30) days prior to first use in compliance with the foregoing, DISH may immediately terminate this Agreement upon notice to Licensee. If DISH does not provide a response to Licensee's submission of proposed advertising or promotional materials, Trademark Paid Search Terms and/or Identifying Communications Information, such non-response shall be considered DISH's denial of approval. In addition to (and without limitation of) the foregoing, Licensee shall not use any advertising or promotional materials containing any Listed Trademark unless all information contained in such materials is consistent with the terms and conditions applicable to Qualifying Promotions and such DISH business and sales practices as have been disclosed to RadioShack by DISH pursuant to Section 2.7.

(c) For the purposes of this Agreement:

(i) "Identifying Communication Information" shall mean any trade name, assumed name, domain name, telephone number (toll-free or otherwise), IP address, text messaging address, or any other letter, number, character or combination thereof used in commerce that includes or refers to any Trademark, whether in whole or in part, whether separately, formatively or otherwise, and whether properly spelled or in any typographical derivation or misspelling thereof;

(ii) "Listed Trademarks" shall mean the trademarks, service marks and trade names of DISH and/or its Affiliates that are set forth in Exhibit 1 attached hereto and incorporated herein by reference in its entirety, as such exhibit may be modified at Any Time in DISH's sole discretion for any reason or no reason upon not less than thirty (30) days' prior written notice to Licensee delivered pursuant to Section 17.10.2 of the Retailer Agreement;

(iii) "Trademarks" shall mean: (x) Listed Trademarks, (y) any trademark, service mark and/or trade name of DISH and/or any of its Affiliates that is not a Listed Trademark, and (z) any trademark, service mark and/or trade name that is similar to, or in a colorable variation of, any trademark, service mark and/or trade name of DISH and/or any of its Affiliates that is not a Listed Trademark; and

(iv) “Trademark Paid Search Term” shall mean any Internet search term: (x) that includes any of the Trademarks; and (y) for which Licensee has directly or indirectly made any payment or provided any other economic benefit of any type whatsoever to any person or entity other than DISH or any of its Affiliates in connection with the placement of any advertising or promotional materials or links thereto on an Internet website.

(d) Licensee acknowledges and agrees that DISH may at Any Time, in its Sole Discretion, change, alter, delete, add or otherwise modify the Listed Trademarks set forth in Exhibit 1 hereto upon not less than thirty (30) days’ prior written notice to Licensee delivered pursuant to Section 17.10.2 of the Retailer Agreement, without the need for any consent, written or otherwise, from Licensee.

2. This Agreement is not intended to create, nor shall it be construed as creating, any agreement of agency, partnership, joint venture, franchise or exclusive or non-exclusive distribution, or as creating any obligation on the part of DISH and/or any of its Affiliates to enter into any such agreement with Licensee. Further, this Agreement is not intended, nor shall it be construed, as providing any rights to Licensee to purchase or sell products or programming manufactured and/or distributed by DISH and/or any of its Affiliates. Licensee expressly recognizes and agrees that any goodwill now existing or hereafter created through any sales or solicitation of orders by Licensee of Programming, Hardware and/or any other products, programming and/or other services manufactured and/or distributed by DISH and/or any of its Affiliates in association with the Trademarks shall inure to the sole and exclusive benefit of DISH and/or applicable DISH Affiliate(s). This License shall be effective until terminated by either party in accordance with the terms and conditions of this Agreement, or until expiration or termination of the Retailer Agreement to which this Agreement is attached (the “Retailer Agreement”) for any reason or no reason whatsoever.

3. Licensee agrees that all products and services promoted and/or rendered by Licensee in connection with any of the Listed Trademarks, and all promotional and other uses of any of the Listed Trademarks by Licensee in association with any Programming, Hardware and/or any other products and services offered by Licensee in connection with this Agreement and/or the Retailer Agreement, shall be of a nature and quality that conforms to standards as may be required by DISH from time to time in its sole discretion for . Licensee acknowledges and agrees that DISH shall have the right (but not the obligation) to take any and all actions as may be determined by DISH at Any Time in its Sole Discretion to be necessary or desirable to ensure that the nature and quality of the services and/or products offered by Licensee in connection with any of the Listed Trademarks, this Agreement and/or the Retailer Agreement conform to, and are otherwise maintained at a level which reflects, the high standards of DISH and its Affiliates, including without limitation by directly or indirectly through its authorized representatives inspecting Licensee’s use of the Listed Trademarks in accordance with the audit provisions of the Retailer Agreement.

4. The rights and obligations herein (including without limitation the License) are granted to Licensee only. Licensee has no authority to transfer or grant any sublicense or any other right related to the rights granted herein to any other entity or individual for any reason, and (except in conjunction with a transfer of the Retailer Agreement as provided in Section 17.2 of the Retailer Agreement), if Licensee does so, this Agreement shall automatically terminate, unless DISH notifies Licensee to the contrary in writing at any time thereafter. Licensee shall immediately cease using the Listed Trademarks in typewritten, stylized or any other form upon expiration or termination of this Agreement for any reason or no reason whatsoever. Upon expiration or termination of this Agreement for any reason or no reason

whatsoever, at DISH's option, Licensee shall, at its sole cost and expense, immediately destroy or deliver to DISH any and all advertising and promotional materials in Licensee's possession with Listed Trademarks (whether in typewritten, stylized or any other form) on them and immediately cease using any Trademark Paid Search Terms and/or Identifying Communications Information. In addition to (and without limitation of) any of the foregoing, in the event Licensee does not receive written notice of DISH's option election pursuant to the immediately preceding sentence, Licensee shall, at its sole cost and expense, deliver all materials described in such sentence to DISH at the notice address specified in Section 17.10.1 of the Retailer Agreement (or such other address(es) as may be designated in accordance with Section 17.10.2 of the Retailer Agreement). If DISH requests destruction of advertising and promotional materials and/or that Licensee cease using any Trademark Paid Search Terms and/or Identifying Communications Information, Licensee shall promptly execute an affidavit representing at a minimum that such materials were destroyed and/or that the use of such Trademark Paid Search Terms and/or Identifying Communications Information, as applicable, has ceased and the date and means of such destruction or last use.

5. Licensee expressly recognizes and acknowledges that this License, as well as any past use by Licensee of the Trademarks in any manner whatsoever (including without limitation use on signs, on business cards, in advertisements, in Trademark Paid Search Terms and/or as Identifying Communications Information) or in any form whatsoever (including without limitation typewritten or stylized form), shall not confer upon Licensee any proprietary or other rights, or title or interest in, to or under any of the Trademarks, including, without limitation, any existing or future goodwill in any of the Trademarks. Further, Licensee waives any and all past, present, or future claims it has or might have in the future in, to, or under any of the Trademarks (whether in typewritten, stylized or any other form) and acknowledges that as between DISH and its Affiliates on the one hand, and Licensee and its Affiliates on the other hand, DISH and its Affiliates have the exclusive rights to own and use the Trademarks (whether in typewritten, stylized or any other form), and that DISH and its Affiliates retain full ownership of the Trademarks (whether in typewritten, stylized or any other form) notwithstanding the License regarding the Listed Trademarks granted herein.

6. Licensee represents and warrants that Licensee and/or its Affiliates have not previously reserved, filed or registered, and hereby agrees that Licensee shall not in the future, reserve, file, or register, any formative mark that contains or incorporates in whole or in part any of the Trademarks (whether in typewritten, stylized or any other form). In addition to (and without limitation of) any of the foregoing, Licensee represents and warrants that Licensee and/or its Affiliates have not previously registered, and hereby agrees that Licensee shall not in the future register, any domain name: (i) that includes all or any portion of any of the Trademarks; or (ii) which may otherwise be confusingly similar to all or any portion of any of the Trademarks. If Licensee: (a) has previously reserved, filed or registered, or in the future reserves, files or registers, any such formative mark; or (b) has previously registered, or in the future registers, any such domain name, in each case in contravention of any of the foregoing, Licensee agrees to notify DISH immediately, and shall immediately upon the request of DISH, assign to DISH or its designated Affiliate any and all rights, title, and interests that are obtained or may be obtained through the reservation, filing, or registration of any such formative marks (whether in the U.S. or any foreign jurisdiction) or the registration of any such domain name, as applicable, and hereby acknowledges and agrees that any such reservation, filing, or registration, whenever occurring, shall be on behalf of and for the sole and exclusive benefit of DISH, and Licensee waives any and all claims or rights to any compensation whatsoever therefor. Licensee's obligations in this Section 6 shall survive the

expiration or termination (for any reason or no reason whatsoever) of this Agreement indefinitely.

7. Licensee agrees not to hold itself out as DISH Network, DISH, EchoStar Technologies L.L.C. ("EchoStar"), any DISH or EchoStar Affiliate, or any other related or affiliated entity. To avoid any confusion in this respect, unless otherwise expressly agreed to in advance in a writing signed by an Executive Vice President of DISH (or his or her designee), Licensee agrees not to use, register, submit an application for, obtain, acquire or otherwise seek as part of its business name, trade name or otherwise any trademark or service mark that DISH at Any Time in its sole discretion deems to be confusingly similar to any of the Trademarks or any other trademark with respect to which DISH or any of its Affiliates has registered, used in commerce or is then seeking or otherwise pursuing registration (whether within the Territory or otherwise). Furthermore (and without limitation of any of) the foregoing, Licensee agrees not to register, submit an application for, obtain or otherwise use any Identifying Communications Information that DISH at Any Time in its sole discretion deems to be confusingly similar to: (a) any Identifying Communications Information then being used by DISH or any of its Affiliates; or (b) any Identifying Communications Information that DISH advises Licensee that either DISH or any of its Affiliates intend to use. In addition to (and without limitation of any of) the foregoing, Licensee shall conform any and all use of Listed Trademarks, including without limitation "DISH," to such usage standards may be provided in writing to Licensee by DISH from time to time during the Term ("Usage Standards"). Licensee further agrees to immediately transfer to DISH or its designated Affiliate(s), upon DISH's request, all right, title and interest in, to and under any trademark, service mark, or Identifying Communications Information that Licensee has registered, submitted an application for, obtained, acquired, or otherwise sought to register in contravention of any of the provisions of this Agreement and/or any Usage Standards. Licensee's failure to comply with the provisions of this Section 7 shall constitute a material breach of this Agreement. Licensee's obligations in this Section 7 shall survive the expiration or termination (for any reason or no reason whatsoever) of this Agreement indefinitely.

8. Nothing in this Agreement shall be construed to bar or restrict in any way DISH and its Affiliates from protecting their right to the exclusive use of the Trademarks (whether in typewritten, stylized or any other form and/or whether or not included in any Identifying Communications Information) against infringement thereof by any party or parties, including without limitation Licensee and its Affiliates, either during the term of this Agreement or following any expiration or termination of Licensee's right to use the Listed Trademarks pursuant to this Agreement for any reason or no reason whatsoever. Licensee will fully cooperate with DISH and its Affiliates in the defense and protection of the Trademarks (whether in typewritten, stylized or any other form), at DISH's and/or its Affiliates' expense. Similarly, nothing in this Agreement shall be construed to require that DISH and/or its Affiliates take any action to protect any of the Trademarks in any instance, and DISH and its Affiliates shall not be liable to Licensee in any manner whatsoever for failure to take any such action.

9. (a) This Agreement shall continue for a period of time equal to the term of the Retailer Agreement, unless terminated earlier for any reason provided herein. The provisions of this Agreement that expressly survive and such other rights and obligations hereunder as would logically be expected to survive expiration or termination of this Agreement shall continue in full force and effect for the period specified or for a reasonable period under the circumstances if no period is specified.

(b) This Agreement may be terminated by a party (the "Affected Party") if the other party (the "Other Party") defaults on any obligation or breaches any representation, warranty or covenant

in this Agreement (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right), and such default or breach, if curable, is not cured within twenty (20) days following receipt of written notice from the Affected Party. The parties agree that all obligations, representations, warranties and covenants contained in this Agreement, whether or not specifically designated as such, are material to the agreement of the parties to enter into and continue this Agreement.

(c) This Agreement shall terminate automatically upon the expiration or termination of the Retailer Agreement for any reason or no reason whatsoever, unless DISH notifies Licensee to the contrary in writing.

10. The relationship between the parties, including without limitation all disputes, controversies and claims, whether arising under contract, in tort, under statute or otherwise, shall be governed by and construed in accordance with the laws of the State of Colorado without giving any effect to its conflict of law provisions. Licensee and DISH acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

11. Any and all disputes, controversies or claims arising out of, or in connection with, the interpretation, performance or nonperformance of this Agreement and any and all disputes, controversies or claims arising out of, or in connection with, transactions in any way related to this Agreement and/or the relationship between the parties for any reason whatsoever (including without limitation the termination of this Agreement or the relationship and Licensee's rights thereunder or disputes under rights granted pursuant to statutes or common law, including without limitation those in the state in which Licensee is located) shall be litigated solely and exclusively before the United States District Court for the District of Delaware. The parties consent to the *in personam* jurisdiction of said court for the purposes of any such litigation, and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C.S. 1404 or 1406 (or any successor statute). In the event the United States District Court for the District of Delaware does not have subject matter jurisdiction over any such dispute, controversy or claim, then such dispute, controversy or claim shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Wilmington, Delaware.

12. Licensee agrees that any breach of its obligations under this Agreement may cause substantial and irreparable harm and injury to DISH for which monetary damages alone would be an inadequate remedy, and which damages are difficult to accurately measure. Accordingly, Licensee agrees that DISH shall have the right, in addition to (and without limitation of) any other rights and remedies available to DISH at law, in equity, under contract (including without limitation this Agreement and the Retailer Agreement) or otherwise (all of which are hereby expressly reserved), to seek immediate injunctive relief (without the necessity of posting or filing a bond or other security) to restrain the threatened or actual violation hereof by Licensee, its Affiliates, employees, independent contractors, subcontractors, agents or sub-agents, as well as other equitable relief allowed by the federal and state courts. The provisions of this Section 12 shall survive expiration or termination of this Agreement (for any reason or no reason whatsoever) indefinitely.

13. This Agreement may be executed by facsimile and in two or more counterparts, each of

which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Retailer Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties hereto have caused this Agreement to be signed and/or electronically accepted by their duly authorized representatives as of the date first written above.

DISH NETWORK L.L.C.

By: _____
Name:
Title:

RADIOSHACK CORPORATION

By: _____
Name:
Title:

EXHIBIT 1 TO TRADEMARK LICENSE AGREEMENT



EXHIBIT 416

EXHIBIT 416

To: Baretta, Dave[Dave.Baretta@dishnetwork.com]
Cc: Callahan, Dan[Dan.Callahan@dishnetwork.com]; Davis, Bob[Bob.Davis@dishnetwork.com]; Berridge, Kimberly[Kimberly.Berridge@dishnetwork.com]; Kitei, Brett[Brett.Kitei@dishnetwork.com]; Dexter, Amy[Amy.Dexter@dishnetwork.com]
From: Montano, Joey
Sent: Thur 10/14/2010 3:16:25 PM
Subject: RE: DNS Precall Results for 10/12/10

CONFIDENTIAL

Dave,

Technically you are correct, DNS Precall reminders are not telemarketing sales calls per se, however, because they are automated messages they do generate FTC and Attorney General complaints just as if they were telemarketing sales calls. Historically, we have not dialed any outbound calls, telemarketing or otherwise, on Federal or certain state holidays in order to minimize the impacts on the business.

If you would like to propose lifting the business restriction on the DNS Pre-Appointment (Precall) reminders, then we would need to consult with Legal to ensure that we are comfortable defending that position should it raise questions.

Kimberly/Brett,

REDACTED-ATTORNEY-CLIENT PRIVILEGED

Thanks,

Joey Montano
Resource Manager
CSC Administration & Management
Dish Network, LLC
Meridian: (720)-514-6479
Desk Ext: 46479
Email: joey.montano@dishnetwork.com

From: Baretta, Dave
Sent: Thursday, October 14, 2010 12:55 PM
To: Montano, Joey
Cc: Callahan, Dan
Subject: RE: DNS Precall Results for 10/12/10

I believe appointment reminders are exempt from this type of rule as the customer had called us for the appointment initially and we are not telemarketing. Can we look into outbounding these calls every day of the year?

From: Montano, Joey
Sent: Thursday, October 14, 2010 9:28 AM
To: Baretta, Dave
Cc: Callahan, Dan
Subject: RE: DNS Precall Results for 10/12/10

As a business rule and to avoid complaints we historically have not conducted any outbound dialing on Federal holidays.

Alaska and Hawaii accounts are called with the Mountain/Pacific lists dialed between 6pm and 9pm MST. Since Alaska is 2 hours earlier, and Hawaii is 4 hours earlier than Denver time the calls are arriving between 4-7pm Alaska time and 2pm to 5pm Hawaii time.

Joey Montano
Resource Manager
CSC Administration & Management
Dish Network, LLC
Meridian: (720)-514-6479

CONFIDENTIAL

JA010116
008934

SLC_DNC_Investigation_0010165
TX 102-009378

CONFIDENTIAL

From: Baretta, Dave
Sent: Thursday, October 14, 2010 9:05 AM
To: Montano, Joey
Cc: Callahan, Dan
Subject: RE: DNS Precall Results for 10/12/10

We can't outbound on a holiday? Also, when do we call customers in AK and HI?

From: Montano, Joey
Sent: Tuesday, October 12, 2010 8:40 AM
To: Baretta, Dave; Callahan, Dan
Subject: DNS Precall Results for 10/12/10

Good Morning,

There are no dialing results for DNS Precall yesterday since it was a Federal Holiday.

Joey Montano
Resource Manager
CSC Administration & Management
Dish Network, LLC
Meridian: (720)-514-6479
Desk Ext: 46479
Email: joey.montano@dishnetwork.com

CONFIDENTIAL

JA010117
008935

SLC_ DNC_Investigation_0010166
TX 102-009379

EXHIBIT 417

EXHIBIT 417



Audit Committee Update Internal Audit & SOX 404

November 2, 2010



Audit Committee Update

- Sarbanes-Oxley 404 Update
- Operational Audits
- Investigations
- Other Activities

- 2 -

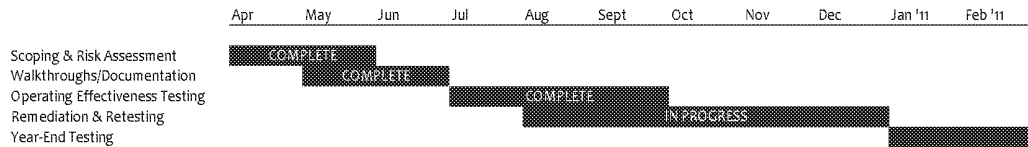


Sarbanes-Oxley 404 Update

Highlights

- Initial testing was completed by 9/30 as planned.
- As of 10/26, there are a total of 6 open deficiencies, which translates to a deficiency rate of approximately 3%, based upon a total of 220 key controls tested over financial reporting.
- Management has an action plan in place to remediate all of the open deficiencies by 12/31/10.
- Deficiencies would not in management's opinion, either individually or the aggregate, rise to the level of a significant deficiency or material weakness in financial reporting.
- Internal Audit will re-test all controls that management has remediated prior to the end of the year to potentially clear the deficiencies from the deficiency log at 12/31/10.

SOX 404 2010 TIMELINE



- 3 -



Sarbanes-Oxley 404 Update

The following is a summary of SOX 404 operating effectiveness initial testing and the status of remediation efforts where applicable (through October 26, 2010):

DEPARTMENT	TOTAL	ACCTG/FINANCE	IT	SALES/OPS	OPS
Controls to be Tested by 9/30/10:	220	114	80	26	15
Testing Status:					
Controls Tested with No Initial Deficiencies	207	114	67	26	15
Controls Tested with Initial Deficiencies	13	0	13	0	0
% of Controls Tested	100%	100%	100%	100%	100%
Deficiency Status - Completed Controls:					
Total Action Plans Required	13	0	13	0	0
No Action Plan Completed	0	0	0	0	0
Action Plan Completed	13	0	13	0	0
% of Action Plans Completed	100%	N/A	100%	N/A	N/A
Remediation Testing :					
Total Controls to be Retested	13	0	13	0	0
Retesting Complete	7	0	7	0	0
% of Deficiencies Retested	54%	N/A	54%	N/A	N/A
Remaining Open Deficiencies	6	0	6	0	0

The IT deficiencies are primarily focused on user access to key systems/applications, job scheduling procedures, and controls to ensure that major production incidents are resolved in a timely manner.

- 4 -



Sarbanes-Oxley 404 Update

Next Steps

OCTOBER-NOVEMBER

- Complete testing of controls related to recently implemented processes and/or process changes:
 - Leased asset reporting system (LARS) phase 2 implementation for accessories (3 controls).
- Complete testing of remediated controls prior to 12/31 (6 controls).

DECEMBER - FEBRUARY

- Inquiry procedures to validate that all SOX processes and controls have not changed as of 12/31.
- Perform limited sample testing in areas that KPMG will be relying upon.
- Perform controls testing related to critical year-end accounting processes including the year-end close, external reporting, cash flow statement preparation, and tax processes.

- 5 -



Operational Audits

Q3 Completed Operational Audit Activity

Operational Audit	Status	Observations/Recommendations
CSC Customer Satisfaction Process (CSAT)	Complete - Report Issued	Improvement opportunities identified in the company's ability to capture important data from customers providing negative satisfaction scores to more timely implement process improvements and continually improve overall ACSI scores. Additionally, sharing of best practices across CSC locations needs to be encouraged to a greater extent and feedback mechanisms to poor performing agents need greater standardization across the company.
Quality Assurance - DNS	Complete - Report Issued	Noted that certain RSP territories are not receiving appropriate QA coverage and metrics need to be developed to determine coverage levels in RSP areas. Additionally, eliminating the "right to fix" process for RSPs and subcontractors will encourage the consistent use of pre-approved parts and increase the company's ability to charge back external parties for labor when unapproved parts are identified. Finally, procedures need to be developed for when re-work is required that is identified on external party QAs (who performs rework, when is follow-up required, etc.)
Leased Asset Reporting System (LARS - Phase 2)	Complete - Report Issued	Determined that the LARS accessory reporting for capitalization is generally functioning as designed. Only minor potential process improvements were noted.
Vendor Selection & Management	Complete - Report Issued	The development of a robust DISH purchasing policy, combined with some additional element of centralized purchasing, is essential to ensuring that the company's purchasing process is well controlled and will enhance its ability to consistently obtain the best goods/services at the best prices. In the short-term, the swift implementation of enhanced purchasing guidelines that require (1) the additional utilization of the EchoStar SCM group for significant purchases and/or (2) increased centralization within the DISH departments that are purchasing goods/services for multiple locations across the company, is needed.
Stack Rankings/Pay For Performance - DNS	Audit Complete	Drafting Report

- 6 -



Operational Audits

Q4 Planned Operational Audit Activity

- **DNS Site Visits**

- Will perform a standardized operational audit at 6 different locations (one per region) and follow-up procedures at two locations that were reviewed as part of last year's audit.

- **Cash & Investments**

- Review of company procedures for handling of cash, banking agreements, investment practices, and cash flow forecasting/planning.

- **CSC Pay for Performance**

- Analyze the administration of the P4P program to ensure scores are properly calculated, payments are properly made, and the program is designed to incent the appropriate agent behaviors.

- 7 -



Investigations Update

Internal Audit participated in the investigation of the following *MySafeWorkplace* complaints filed since the previous audit committee meeting:

MSW 10-170, El Paso Sales Qualification Fraud

An anonymous allegation was made in mid-October that an El Paso CSC Manager and Supervisor were encouraging the use of fake and real social security numbers and credit cards to qualify prospective customers for DISH Network service. The investigation is in the early stages. We are beginning to perform some comparative analysis of qualification statistics and attempting to obtain additional information from the reporting party. We will conduct interviews as necessary.

The results of our investigation will be provided to the audit committee at the next meeting in February.

- 8 -



Other Activities

Risk Assessment

A company-wide risk assessment will be performed in November & December in order to develop a risk-based 2011 operational audit plan. The final audit plan will be reviewed with the CFO and CEO and submitted for formal approval to the audit committee at the next meeting.

Fraud Monitoring

- Procedures and reporting to prevent/detect third-party fraud (retailers, OEs, RSPs, subcontractors, affiliates, etc.) have enabled the company to stabilize the number of incidents of fraud and the magnitude of individual cases, however additional improvements can likely be made to further reduce fraud levels.
- Less tolerance for fraudulent behavior – swifter terminations and more proactive notification to third-parties when fraudulent behavior is suspected.
- The number of retailer terminations are outpacing last year (81 through 10/23 versus 82 for all of 2009).

Recruiting

- Hired 3 senior and staff level auditors this year.
- Makeup of the team is improving. Now have 3 CPAs on staff and a good diverse mix of accounting, finance, operational, IT, and forensics experienced individuals.

- 9 -

EXHIBIT 418

EXHIBIT 418

To: Dodge, Stanton[Stanton.Dodge@dishnetwork.com]; Delaney, Brian[Brian.Delaney@dishnetwork.com]; Han, Bernie[Bernie.Han@dishnetwork.com]

From: Ergen, Charlie

CONFIDENTIAL

Sent: Fri 11/19/2010 6:25:29 PM

Subject: FW: Newcomb Complaint to ID Attorney General Regarding DISH Network Harassment

Newcomb ID Atty General Complaint vs DISH Network.pdf

Isn't this the one I forwarded to you guys...did you not let the customer know we had him off the list.???

From: Walt Newcomb [mailto:we.newcomb@gmail.com]

Sent: Thursday, November 18, 2010 6:44 PM

To: Ergen, Charlie; President of Dish Network

Subject: Newcomb Complaint to ID Attorney General Regarding DISH Network Harassment

DISH Network Leadership -

I attach for your information our complaint to the Attorney General of Idaho regarding the harassment that we experienced from your employees. I promised you that we would file this complaint. Separately, we have involved our attorney to determine our individual pursuit of relief from DISH Network's harassing behavior.

A **signed letter (NOT a form letter) of apology from you, DISH's senior leadership**, to my wife and me would satisfy us as an appropriate gesture and an acknowledgment that DISH understands that this behavior is unacceptable. Absent that we'll pursue appropriate remedies.

We hope you're listening.

Have a nice Thanksgiving.

Seriously yours,

Walter E. Newcomb
268 Stone Run Lane
Idaho Falls, ID 83404-7248

--

Walt Newcomb * Idaho Falls * Idaho * Personal Cell: 208.821.0300 * Fax: 208.906.1949
OpenPGP Fingerprint 3A0F 3029 182E 9C9F CB40 9501 6086 C741 3423 0003 * Key ID 0x34230003

CONFIDENTIAL

JA010129
008947

Confidential/

SLC_ DNC_Investigation_0009723

TX 102-009391

EXHIBIT 419

EXHIBIT 419

CONFIDENTIAL

Message

From: Musso, Reji [/O=ECHOSTAR COMMUNICATIONS CORP/OU=ECHOSTAR/CN=RECIPIENTS/CN=REJI.MUSSO]
Sent: 11/22/2010 6:06:06 PM
To: Van Emst, Blake [blake.vanemst@dishnetwork.com]; Delaney, Brian [brian.delaney@dishnetwork.com]
CC: Blum, Jeffrey [jeffrey.blum@dishnetwork.com]; Neylon, Brian [brian.neylon@dishnetwork.com]; Berridge, Kimberly [kimberly.berridge@dishnetwork.com]
Subject: RE: Newcomb Complaint to ID Attorney General Regarding DISH Network Harassment
Attachments: Newcomb 11 22 10.pdf

Privilege

I understand that Jeff reached out to the customer on Friday night, but had not made personal contact. Our retailer, Big Dog Satellites, has e-mailed and mailed the attached letter of apology to the customer.

Reji Musso

Compliance Manager - Retail Services
303.723.3262 (O) | 303.946.3660 (M) | 720.514.8288 (F)

From: Van Emst, Blake
Sent: Friday, November 19, 2010 5:35 PM
To: Delaney, Brian
Cc: Blum, Jeffrey; Neylon, Brian; Berridge, Kimberly; Musso, Reji
Subject: RE: Newcomb Complaint to ID Attorney General Regarding DISH Network Harassment

Privilege

We spoke with the retailer that made these calls. The retailer is drafting a letter which will be emailed and mailed to the customer. The retailer will apologize and send a copy of the letter for our records.

Thanks

Blake

From: Delaney, Brian
Sent: Friday, November 19, 2010 5:06 PM
To: Van Emst, Blake
Cc: Blum, Jeffrey; Neylon, Brian; Berridge, Kimberly
Subject: FW: Newcomb Complaint to ID Attorney General Regarding DISH Network Harassment

Privilege

Blake,
Here is the email thread.

From: Delaney, Brian
Sent: Friday, November 19, 2010 4:55 PM
To: Ergen, Charlie; Dodge, Stanton; Han, Bernie
Cc: Berridge, Kimberly; Blum, Jeffrey
Subject: RE: Newcomb Complaint to ID Attorney General Regarding DISH Network Harassment

Privilege

C,

CONFIDENTIAL

JA010131
008949

SLC_DNC_Investigation_0005801
TX 102-009393

CONFIDENTIAL

Yes, this is the same one. Spoke with legal

REDACTED-ATTORNEY-CLIENT PRIVILEGED

REDACTED-ATTORNEY-CLIENT PRIVILEGED

REDACTED-ATTORNEY-CLIENT

There are several twists to this one that I can better explain to you in person in the morning.

b

From: Ergen, Charlie

Sent: Friday, November 19, 2010 4:25 PM

To: Dodge, Stanton; Delaney, Brian; Han, Bernie

Subject: FW: Newcomb Complaint to ID Attorney General Regarding DISH Network Harassment

Isn't this the one I forwarded to you guys...did you not let the customer know we had him off the list.???

From: Walt Newcomb [mailto:we.newcomb@gmail.com]

Sent: Thursday, November 18, 2010 6:44 PM

To: Ergen, Charlie; President of Dish Network

Subject: Newcomb Complaint to ID Attorney General Regarding DISH Network Harassment

DISH Netwok Leadership -

I attach for your information our complaint to the Attorney General of Idaho regarding the harassment that we experienced from your employees. I promised you that we would file this complaint. Separately, we have involved our attorney to determine our individual pursuit of relief from DISH Network's harassing behavior.

A **signed letter (NOT a form letter) of apology from you, DISH's senior leadership**, to my wife and me would satisfy us as an appropriate gesture and an acknowledgment that DISH understands that this behavior is unacceptable. Absent that we'll pursue appropriate remedies.

We hope you're listening.

Have a nice Thanksgiving.

Seriously yours,

Walter E. Newcomb
268 Stone Run Lane
Idaho Falls, ID 83404-7248

--

Walt Newcomb * Idaho Falls * Idaho * Personal Cell: 208.821.0300 * Fax: 208.906.1949

OpenPGP Fingerprint 3A0F 3029 182E 9C9F CB40 9501 6086 C741 3423 0003 * Key ID 0x34230003

CONFIDENTIAL

JA010132
008950

SLC_ DNC_Investigation_0005802

TX 102-009394

EXHIBIT 420

EXHIBIT 420

JA010133
008951

TX 102-009395

Calendar for year 2010

January

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Time of Meetings: The DISH and SATS Audit Committee Meetings (including the Meetings of the Executive Compensation Committee and the Meetings of the Independent Directors) commence at 8:30 a.m. and 9:00 a.m., respectively, until approximately 1 p.m. The DISH and SATS Board of Director Meetings commence at 1 p.m. until approximately 3 p.m.

Note: The Annual Shareholder Meeting will be held on the same day as the third quarter meetings, May 3, 2010 for DISH and May 4, 2010 for SATS.

Holidays and Observances:

■ Holidays

□ 10-Q Filing Deadline

■ 10-K Filing Deadline

■ SATS Meetings

■ DISH Meetings

Jan 1 New Year's Day

Jan 18 Martin Luther King Day

Feb 14 Valentine's Day

Feb 15 Presidents' Day

Apr 4 Easter Sunday

May 9 Mother's Day

May 31 Memorial Day

Jun 20 Father's Day

Jul 3 'Independence Day' observed

Jul 4 Independence Day

Sep 6 Labor Day

Oct 11 Columbus Day

Oct 31 Halloween

Nov 11 Veterans Day

Nov 25 Thanksgiving Day

Dec 24 Christmas Eve

Dec 25 Christmas Day

JA010134
008952

Calendar for year 2011

January

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					






November

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Time of Meetings: The DISH and SATS Audit Committee Meetings (including the Meetings of the Executive Compensation Committee and the Meetings of the Independent Directors) commence at 8:30 a.m. and 9:00 a.m., respectively, until approximately 1 p.m. The DISH and SATS Board of Director Meetings commence at 1 p.m. until approximately 3 p.m.

-  Holidays
-  10-Q Filing Deadline
-  10-K Filing Deadline
-  SATS Meetings
-  DISH Meetings

Holidays and Observances:

Jan 1 New Year's Day
 Jan 17 Martin Luther King Day
 Feb 14 Valentine's Day
 Feb 21 Presidents' Day
 Apr 24 Easter Sunday
 May 8 Mother's Day

May 30 Memorial Day
 Jun 19 Father's Day
 Jul 3 'Independence Day' observed
 Jul 4 Independence Day
 Sep 5 Labor Day
 Oct 10 Columbus Day

Oct 31 Halloween
 Nov 11 Veterans Day
 Nov 24 Thanksgiving Day
 Dec 24 Christmas Eve
 Dec 25 Christmas Day

JA010135
 008953

EXHIBIT 421

EXHIBIT 421

**MINUTES OF THE AUDIT COMMITTEE OF
THE BOARD OF DIRECTORS OF
DISH NETWORK CORPORATION**

February 16, 2011

A regular meeting of the audit committee (the "Audit Committee") of the board of directors (the "Board of Directors") of DISH Network Corporation (the "Corporation"), a Nevada corporation, was held on February 16, 2011 at 9:30 a.m., prevailing Mountain Time, at the Corporation's offices located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

The following members of the Audit Committee participated:

Tom A. Ortolf, Chairman

Steven R. Goodbarn

Gary S. Howard

Also participating at various times during the meeting at the invitation of the Chairman of the Audit Committee were: David K. Moskowitz, Senior Advisor to the Corporation and a member of the Board of Directors; R. Stanton Dodge, Executive Vice President, General Counsel and Secretary of the Corporation; Robert E. Olson, Executive Vice President and Chief Financial Officer of the Corporation; Thomas A. Cullen, Executive Vice President, Programming, Sales and Marketing of the Corporation (*present for Item 7 only*); Paul W. Orban, Senior Vice President and Controller of the Corporation; Jason Kiser, Vice President and Treasurer of the Corporation (*present for Item 6 only*); Adam Schuster, Vice President, Internal Audit for the Corporation (*present for Items 11 through 19 only*); Brandon Ehrhart, Vice President, Associate General Counsel and Assistant Secretary of the Corporation; Matt Sheers, Vice President of Tax Administration for the Corporation (*present for Item 13 only*); and Jason

Waldron, Lead Engagement Partner, KPMG LLP ("KPMG"), independent registered public accounting firm for the Corporation.

The meeting was called to order by Mr. Ortolf, who served as Chairman and presided. Mr. Dodge acted as Secretary of the meeting.

Mr. Ortolf advised that, as each member of the Audit Committee had waived any and all notices that may have been required to be given with respect to a regular meeting of the Audit Committee and a quorum was present, the meeting was properly convened.

Executive Session of Nonemployee Directors

The first item of business was an executive session of the nonemployee members of the Board of Directors led by Mr. Ortolf.

Approval of Minutes and Signing of Consents

The second item of business was the approval of the minutes of the Regular Meeting of the Audit Committee held on November 2, 2010 and the minutes of the Special Meeting of the Audit Committee held on January 20, 2011. Mr. Dodge explained that draft minutes of those meetings were attached as Exhibits 2A and 2B, respectively, to the board book for the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the minutes of the Regular Meeting of the Audit Committee held on November 2, 2010, and the minutes of the Special Meeting of the Audit Committee held on January 20, 2011, in substantially the form attached as Exhibits 2A and 2B, respectively, to the board book for the meeting be, and they hereby are, approved, ratified and confirmed in all respects, subject to incorporation of the comments made by members of the Audit Committee at the meeting.

Review of Fourth Quarter and Year End Financial Performance and Marketable Securities

The third item of business was a report presented by Mr. Olson and Mr. Orban regarding the Corporation's audited financial statements for the year ended December 31, 2010 (the "Financial Statements"). A summary of their presentation was attached as Exhibit 3A to the board book for the meeting.

Mr. Olson reviewed, among other things, certain financial highlights, including, without limitation, certain subscriber related metrics. Mr. Orban then reviewed, among other things, gains and losses in certain investment securities; certain strategic purchases; certain long lived and other assets of the Corporation; certain accruals; certain accounting methods and policies; certain financing transactions; and certain metrics for the competitors of the Corporation for the fourth quarter and for prior periods.

Mr. Orban then led a discussion regarding the draft programming dispute accrual memorandum and the draft late fee analysis that were distributed at the meeting, and walked the members of the Audit Committee through the changes made to the draft programming dispute accrual memorandum from the fourth quarter 2010.

Mr. Orban then noted that, for the reference of the members of the Audit Committee, a copy of the report regarding the Corporation's investments in marketable securities, a copy of the report regarding the payments in excess of \$5 million made during the fourth quarter, and a copy of the portfolio summary for the D&O trust fund as of December 31, 2010, were attached as Exhibits 3B, 3C and 3D, respectively, to the board book for the meeting.

The members of the Audit Committee reviewed and discussed the Financial Statements with Messrs. Olson and Orban and the other members of management present at the meeting.

2011 Budget Review

The fourth item of business was a discussion and review of the 2011 budget for the Corporation and its subsidiaries led by Mr. Olson. Mr. Olson walked the members of the Audit Committee through his presentation, a copy of which was attached as Exhibit 4A to the board book for the meeting. Mr. Olson responded to several questions from the members of the Audit Committee regarding the 2011 budget.

Management's Report on Internal Control Evaluation and Officer Certifications

The fifth item of business was a report presented by Mr. Olson regarding management's evaluation of the effectiveness of its disclosure controls and procedures and internal control over financial reporting. Mr. Olson noted that, under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, the Corporation evaluated the effectiveness of its "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934) as of December 31, 2010, and based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Corporation's disclosure controls and procedures are effective.

Mr. Olson further noted that management conducted an evaluation of the effectiveness of the Corporation's internal control over financial reporting, and that based on that evaluation, management concluded that there has been no change in the Corporation's internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934) as of December 31, 2010 that has materially affected, or is reasonably likely to materially affect, the Corporation's internal control over financial reporting. As such, Mr. Robert E. Olson (the Chief Financial Officer of the Corporation) and Mr. Charles W. Ergen (the Chief Executive Officer of the Corporation) do not believe: (i) that there are any significant deficiencies or material

weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Corporation's ability to record, process, summarize or report financial information; or (ii) that any fraud, whether or not material, has occurred that involves management or other employees who have a significant role in the Corporation's internal control over financial reporting.

Treasury Update

The sixth item of business was an update presented by Mr. Kiser regarding the treasury function of the Corporation. A summary of his presentation was distributed prior to the meeting. Mr. Kiser walked the members of the Audit Committee through his presentation, and responded to several questions from the members of the Audit Committee.

Reg. S-K Item 404 "Related Person" Transactions

The seventh item of business was a discussion led by Mr. Dodge of all recurring and certain new potential SEC Reg. S-K, Item 404 "Related Person" transactions, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions, as defined by the 2005 Audit Committee Recommendations to generally mean: (i) any non-ordinary course transaction in which the amount involved exceeded \$5,000,000; (ii) related-party transactions; (iii) transactions of a highly confidential nature; (iv) transactions which grant exclusive rights or most favored nations status to any third party; or (v) any other transaction which in the judgment of the Board of Directors should reasonably be considered sensitive.

REDACTED-ATTORNEY-CLIENT PRIVILEGED

REDACTED-ATTORNEY-CLIENT PRIVILEGED

Mr. Dodge explained that, during 2010 the Corporation (or one of its subsidiaries) employed Mrs. Cantey Ergen. The Corporation (or one of its subsidiaries) paid Mrs. Cantey Ergen approximately \$107,000 during 2010, and expects to pay her approximately \$110,000 during 2011, although depending on the time and services that will be provided she may earn more than that amount during 2011. During 2011, the Corporation also expects to employ Katherine Flynn, Mr. and Mrs. Ergen's daughter, and may elect to employ certain other Ergen children and expects to pay them approximately \$25,000 in the aggregate, although depending on the time and services that will be provided, they may earn more than that amount during 2011 (collectively, the "Ergen Transaction I").

Mr. Dodge further explained that Mrs. Ergen is a member of the Board of Directors of The Children's Hospital of Denver to which the Corporation provides pay-TV services (the "Ergen Transaction II").

Mr. Dodge further explained that during 2010, Summit Capital L.L.C. ("Summit Capital"), an entity controlled by Mr. Ergen, subleased approximately 1,100 square feet of office space at 5701 S. Santa Fe Drive. Under the sublease, Summit Capital paid the Corporation approximately \$6,000 during 2010 and is expected to pay the Corporation approximately \$12,000 during 2011 (the "Ergen Transaction III").

Mr. Dodge further explained that Mr. Chase Ergen, Mr. and Mrs. Ergen's son, is the sole member of: (i) O'Cat L.L.C., which serves as a Television Receive Only (TVRO) retailer for DISH Network pursuant to the Corporation's standard form retailer agreement; and (ii) CH Telecommunications L.L.C., which serves as an Order Entry (OE) retailer for DISH Network

pursuant to the Corporation's standard form OE retailer agreement (the "Ergen Transaction IV"). Pursuant to the OE retailer agreement, the Corporation paid these entities approximately \$35,000 during 2010. There were no payments made pursuant to the TVRO retailer agreement.

Mr. Thomas Cullen, Executive Vice President, Programming, Sales and Marketing for the Corporation, further explained that the Corporation is considering entering into an agreement pursuant to which CH Telecommunications L.L.C. would provide the Corporation with certain Internet related marketing services for approximately \$50,000 per month (such services may be terminated at the Corporation's convenience upon 30 days' notice) (the "Ergen Transaction V"). A draft of the consulting services agreement was attached as Exhibit 7A to the board book for the meeting.

Mr. Dodge further explained that, during 2006, Mr. Carl Vogel, Senior Advisor to the Corporation and a member of the Board of Directors, agreed to serve as a director of Shaw Communications Inc. ("Shaw"), a diversified Canadian communications company whose core business is providing broadband cable television, high-speed Internet, digital phone, telecommunications services and satellite direct-to-home services to over three million customers, and Mr. Vogel has beneficial ownership of 70,000 shares of Shaw common stock and options to purchase an additional 70,000 shares of Shaw common stock (the "Vogel Transaction I").

Mr. Dodge further explained that, during 2009, Mr. Vogel agreed to serve as a director of Universal Electronics Inc. ("UEI"), a provider of pre-programmed universal wireless control products and audio-video accessories that are marketed to enhance home entertainment systems, and Mr. Vogel has an option to purchase approximately 20,000 shares of UEI common stock and beneficial ownership of approximately 5,833 shares of UEI common stock (the "Vogel

Transaction II"). The Corporation paid UEI approximately \$6,500 and \$844,169 during the years ended December 31, 2009 and 2010, respectively, for purchases of certain equipment by the Corporation, such as remote controls. EchoStar Corporation has paid UEI approximately \$19,000,000 and \$28,000,000 during the years ended December 31, 2009 and 2010, respectively, for purchases of certain equipment by the Corporation, such as remote controls.

Mr. Dodge further explained that, during 2009, Mr. Vogel agreed to serve as a director of Ascent Media Corporation ("Ascent Media"), which provides creative services and content management and delivery services to the media and entertainment industries in the United States, the United Kingdom and Singapore, and Mr. Vogel has beneficial ownership of approximately 1,915 shares of Ascent Media common stock (the "Vogel Transaction III"). The Corporation paid Ascent Media approximately \$1,000 and \$35,000 during the years ended December 31, 2009 and 2010, respectively, for certain video duplication services. EchoStar Corporation paid Ascent Media approximately \$14,000 and \$13,000 during the years ended December 31, 2009 and 2010, respectively, for certain video duplication services.

Mr. Dodge further explained that, during 2010, Mr. Vogel agreed to serve as a director of ION Media Networks, Inc. ("ION"), which owns and operates the ION channel and certain local television stations carried by the Corporation and which also owns certain 700 MHz spectrum, and Mr. Vogel has an option to acquire 1.25% of ION (the "Vogel Transaction IV").

Mr. Dodge further explained that, during 2011, Mr. Vogel agreed to serve as a director of Sirius XM Radio Inc. ("SiriusXM"), a provider of satellite radio (the "Vogel Transaction V"). The Corporation and its distributors act as authorized distributors and retailers of SiriusXM receivers and related hardware and the Corporation receives certain programming rights from SiriusXM. The Corporation paid SiriusXM approximately \$530,000 and \$800,000 during the

years ended December 31, 2009 and 2010, respectively. SiriusXM paid the Corporation approximately \$9,000 and \$3,000 during the years ended December 31, 2009 and 2010, respectively. EchoStar Corporation paid SiriusXM approximately \$1,000 and \$1,000 during the years ended December 31, 2009 and 2010, respectively.

Mr. Dodge further explained that, during 2010, the Corporation (or one of its subsidiaries) employed Mr. Paul Ortolf (who serves the Corporation as an International Marketing Coordinator, which is not a financial reporting role), the son of Mr. Tom A. Ortolf, a member of the Board of Directors (the "Ortolf Transaction"). The Corporation (or one of its subsidiaries) paid Mr. Paul Ortolf, the son of Mr. Ortolf, approximately \$33,111 during 2010, and expects to pay him approximately \$45,000 during 2011, although depending on the time and services that will be provided, he may earn more than that amount during 2011.

Mr. Dodge further explained that, during 2010, Mr. Gary Howard, a member of the Board of Directors, agreed to serve as a director of Avail-TVN ("Avail-TVN"), which provides transport, encoding and metadata services for certain of the Corporation's "Video-On-Demand" ("VOD") programming (the "Howard Transaction"). The Corporation paid Avail-TVN approximately \$229,000 and \$176,000 during the years ended December 31, 2009 and 2010, respectively.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, the Ergen Transaction I, Ergen Transaction II, Ergen Transaction III, Ergen Transaction IV, Ergen Transaction V, Vogel Transaction I, Vogel Transaction II, Vogel Transaction III, Vogel Transaction IV, Vogel Transaction V, Ortolf Transaction and the Howard Transaction may potentially be considered related party transactions under SEC Regulation S-K, Item 404, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions and therefore, out of an abundance of caution, the Audit Committee has been asked to review such

transactions;

Ergen Transaction I

NOW, THEREFORE, BE IT RESOLVED, that based upon the information received by the Audit Committee, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Audit Committee, the Audit Committee hereby finds, and hereby recommends that the Board of Directors find, that the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2011, are fair to the Corporation and its subsidiaries; provided that Mrs. Ergen's employment compensation does not exceed \$110,000 in 2011 and the aggregate employment compensation of the Ergen children does not exceed \$25,000 in 2011; and further

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2011; and further

RESOLVED, that the Audit Committee hereby: (a) ratifies and confirms in all respects, and recommends that the Board of Directors ratify and confirm, the prior Ergen Transaction I; and (b) authorizes, ratifies and adopts in all respects, and hereby recommends that the Board of Directors authorize, ratify and adopt, the continuation of the Ergen Transaction I in 2011; provided that Mrs. Ergen's employment compensation does not exceed \$110,000 in 2011 and the aggregate employment compensation of the Ergen children does not exceed \$25,000 in 2011; and further

Ergen Transaction II

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction II and the continuation of the Ergen Transaction II in 2011; and further

RESOLVED, that, for so long as Mrs. Ergen is a member of the Board of Directors of The Children's Hospital of Denver, Mrs. Ergen shall recuse herself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve The Children's Hospital of Denver or any of its affiliates; and further

Ergen Transaction III

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction III and the continuation of the Ergen Transaction III in 2011; and further

RESOLVED, that, for so long as Mr. Ergen is a member of the Board of Directors of Summit Capital or retains a significant financial stake in Summit Capital, Mr. Ergen shall recuse himself from any matters presented to the Corporation that directly or indirectly involve Summit Capital; and further

Ergen Transaction IV

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction IV and the continuation of the Ergen Transaction IV in 2011; and further

RESOLVED, that, for so long as Mr. Chase Ergen is the sole member of O'Cat L.L.C. or CH Telecommunications L.L.C. or retains a significant financial stake in either company, Mr. Ergen and Mrs. Ergen shall recuse themselves from any matters presented to the Corporation that directly or indirectly involve either O'Cat L.L.C. or CH Telecommunications L.L.C. or any of their affiliates; and further

Ergen Transaction V

RESOLVED, that based upon the information received by the Audit Committee, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Audit Committee, the Audit Committee hereby finds, and hereby recommends that the Board of Directors find, that the Ergen Transaction V is fair to the Corporation and its subsidiaries; and further

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the Ergen Transaction V; and further

RESOLVED, that the Audit Committee hereby authorizes, ratifies and adopts in all respects, and hereby recommends that the Board of Directors authorize, ratify and adopt, the Ergen Transaction V; and further

RESOLVED, that, for so long as Mr. Chase Ergen is the sole member of O'Cat L.L.C. or CH Telecommunications L.L.C. or retains a significant financial stake in either company, Mr. Ergen and Mrs. Ergen shall recuse themselves from any matters presented to the Corporation that directly or indirectly involve either

O'Cat L.L.C. or CH Telecommunications L.L.C. or any of their affiliates; and further

Vogel Transaction I

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction I in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of Shaw or retains a significant financial stake in Shaw, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Shaw or ExpressVu or any of their affiliates; and further

Vogel Transaction II

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction II in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of UEI or retains a significant financial stake in UEI, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve UEI or any of its affiliates; and further

Vogel Transaction III

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction III in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of Ascent Media or retains a significant financial stake in Ascent Media, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Ascent Media or any of its affiliates; and further

Vogel Transaction IV

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction IV in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of ION or retains a significant financial stake in ION, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve ION or any of its affiliates; and further

Vogel Transaction V

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction V in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of SiriusXM or retains a significant financial stake in SiriusXM, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve SiriusXM or any of its affiliates; and further

Ortolf Transaction

RESOLVED, that based upon the information received by the Audit Committee, the above-referenced discussions with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Audit Committee, the Audit Committee hereby finds, and hereby recommends that the Board of Directors find, that the prior Ortolf Transaction and the continuation of the Ortolf Transaction in 2011 are fair to the Corporation and its subsidiaries; provided that Mr. Paul Ortolf's employment compensation does not exceed \$45,000 in 2011; and further

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ortolf Transaction and the continuation of the Ortolf Transaction in 2011; and further

RESOLVED, that the Audit Committee hereby: (a) ratifies and confirms in all respects, and recommends that the Board of Directors ratify and confirm, the prior Ortolf Transaction; and (b) authorizes, ratifies and adopts in all respects, and hereby recommends that the Board of Directors authorize, ratify and adopt, the

continuation of the Ortolf Transaction in 2011; provided that Mr. Ortolf's employment compensation does not exceed \$45,000 in 2011; and further

Howard Transaction

RESOLVED, that the Audit Committee hereby waives, and hereby recommends that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Howard Transaction in 2011; and further

RESOLVED, that, for so long as Mr. Howard is a member of the Board of Directors of Avail-TVN or retains a significant financial stake in Avail-TVN, Mr. Howard shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Avail-TVN or any of its affiliates; and further

General Enabling Resolutions

RESOLVED, that the proper officers of the Corporation and its subsidiaries be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and its subsidiaries, and under their corporate seals or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation and its subsidiaries to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers of the Corporation and its subsidiaries within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

Litigation Update

The eighth item of business was an update presented by Mr. Dodge, in his capacity as General Counsel of the Corporation, regarding significant litigation in which the Corporation and/or its subsidiaries are involved. Mr. Dodge explained that his report and any ensuing discussions were subject to the attorney/client privilege.

Approval of Form and Filing of Form 10-K

The ninth item of business was the approval of the form and filing of the Corporation's Annual Report on Form 10-K for the year ended December 31, 2010. After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted, subject to the incorporation of the comments made by the members of the Audit Committee at the meeting:

WHEREAS, the Corporation is required to file with the Securities and Exchange Commission (the "Commission") by March 1, 2011, an Annual Report on Form 10-K for the year ended December 31, 2010 (the "Form 10-K");

WHEREAS, a draft of the Form 10-K proposed to be filed with the Commission was attached as Exhibit 9A to the board book for the meeting (the "Draft Form 10-K"), and each member of the Audit Committee has read the Draft Form 10-K and has provided all comments and responses they deem necessary and appropriate to the General Counsel and Chief Financial Officer of the Corporation (or their designees);

WHEREAS, the Draft Form 10-K contains year-end financial statements of the Corporation that were audited by KPMG; and

WHEREAS, management has recommended that the Audit Committee approve (i) as to form the Draft Form 10-K, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-K (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine;

NOW, THEREFORE, BE IT RESOLVED, that the Audit Committee hereby (i) approves, ratifies and confirms the recommendation of management concerning the approval (a) as to form of the Draft Form 10-K, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (b) of the filing with the Commission of the Form 10-K (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and (ii) based on the review and discussions with management and the independent public registered accounting firm referred to above, recommends to the Board of Directors that (a) the audited financial statements for the year ended December 31, 2010 be included in the Form 10-K, and (b) the Board of Directors approve as to form the Draft Form 10-K, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and the filing with the Commission of the Form 10-K

(with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine.

Discussion of Annual Audit Procedures and SOX 404 Update

The tenth item of business was a report presented by Mr. Waldron regarding KPMG's audit of the Corporation's Financial Statements and Form 10-K for the year ended December 31, 2010. A summary of Mr. Waldron's presentation was attached as Exhibit 11A to the board book for the meeting.

The discussion with the independent registered public accounting firm included, among other things, a summary of the status of the 2010 audit, during which Mr. Waldron noted that KPMG had substantially completed its audit procedures and discussed the significant matters still in process.

The discussion with the independent registered public accounting firm also included changes to the initial audit plan, results of the audit and certain required communications, including that, in their professional judgment, KPMG believes that it is independent of the Corporation under applicable rules.

The members of the Audit Committee reviewed and discussed the Financial Statements and Draft of the Form 10-K with Mr. Waldron.

Internal Audit/SOX 404 Update

The eleventh item of business was an update provided by Mr. Schuster regarding the Corporation's internal audit function and compliance with Section 404 of Sarbanes-Oxley ("SOX 404"). A summary of Mr. Schuster's presentation was attached as Exhibit 10A to the board book for the meeting. Mr. Schuster walked the members of the Audit Committee through his presentation, highlighting, among other things, a 2010 status update on SOX 404 compliance,

certain improved disclosure controls and the 2011 Risk Assessment Process and Operational Audit Plan.

Appointment of KPMG as Independent Registered Public Accounting Firm for the Fiscal Year Ending December 31, 2011

The twelfth item of business was a discussion led by Mr. Ortolf regarding the appointment of KPMG as the Corporation's independent registered public accounting firm for the fiscal year ending December 31, 2011.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Audit Committee hereby determines that it is in the best interests of the Corporation to have KPMG continue to serve as the Corporation's independent registered public accounting firm for the fiscal year ending December 31, 2011, and therefore the Audit Committee hereby: (i) approves, ratifies and adopts the appointment of KPMG LLP as the independent registered public accounting firm of the Corporation for the fiscal year ending December 31, 2011 (subject to reaching an agreement with respect to fees to be charged to the Corporation by KPMG for its services and subject to ratification by the shareholders); (ii) recommends that the Board of Directors approve, ratify and adopt the appointment of KPMG as the independent registered public accounting firm of the Corporation for the fiscal year ending December 31, 2011 (subject to reaching an agreement with respect to fees to be charged to the Corporation by KPMG for its services and subject to ratification by the shareholders); and (iii) recommends that the Board of Directors submit such appointment to the shareholders of the Corporation for ratification at the 2011 Annual Meeting of Shareholders.

Review of Non-Audit Tax Services, Audit Related Technical Accounting Services and Other Non-Audit Services Performed by KPMG During the Year Ended December 31, 2010 and Authorization of KPMG to Perform Certain Non-Audit Tax Services, Audit-Related Technical Accounting Services and Other Non-Audit Services During 2011

The thirteenth item of business was a discussion led by Mr. Sheers regarding the non-audit tax services previously authorized by the Audit Committee and actually provided by KPMG to the Corporation and its subsidiaries during the year ended December 31, 2010. Mr.

Sheers noted that to assist the members of the Audit Committee, a list of such items was included in Exhibit 13A to the board book for the meeting.

Mr. Sheers then led a discussion regarding the audit-related technical accounting services previously authorized by the Audit Committee and actually provided by KPMG to the Corporation and its subsidiaries during the year ended December 31, 2010. A list of such items was attached as Exhibit 13B to the board book for the meeting.

Mr. Sheers then reviewed the other non-audit services previously authorized by the Audit Committee and actually provided by KPMG to the Corporation and its subsidiaries during the year ended December 31, 2010. Mr. Sheers noted that to assist the members of the Audit Committee, a list of such items was included in Exhibit 13A to the board book for the meeting.

Mr. Sheers then led a discussion regarding the audit-related technical accounting services and non-audit tax services that management believes will be necessary for KPMG to perform during the calendar year 2011. A list of such items was included in Exhibit 13A to the board book for the meeting. Mr. Dodge noted that the Audit Committee should consider management's proposal in light of any bearing it might have on the independence of KPMG and that management has determined that the services that management believes will be necessary for KPMG to perform during calendar year 2011 will not impair the independence of KPMG. Mr. Waldron then distributed a presentation to the members of the Audit Committee regarding, among other things, the permissibility of using KPMG for such services.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the retention of KPMG to provide up to (a) \$555,000 in non-audit tax services in calendar year 2011 with such \$555,000 to be used as described in Exhibit 13A to the board book for the

meeting; (b) \$100,000 in audit-related technical accounting services in calendar year 2011; and (c) \$19,000 for an audit of the Corporation's 401(k) employee savings plan, be, and it hereby is, approved, ratified and confirmed in all respects; and further

RESOLVED, that the Chief Executive Officer or Executive Vice President, General Counsel and Secretary of the Corporation (each, a "proper officer" and collectively, the "proper officers") be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

Annual Review of Audit Committee Charter and Other Recurring Actions Required Under Audit Committee Charter

The fourteenth item of business was the annual review of the Amended and Restated Charter of the Audit Committee led by Mr. Ortolf. To assist the members of the Audit Committee with their consideration of this item, Mr. Ortolf noted that the current charter was attached as Exhibit 14A to the board book for the meeting. Mr. Ortolf further noted that a compilation of data about the audit committee charters of other comparable corporations was attached as Exhibit 14B to the board book for the meeting. Mr. Dodge led a discussion regarding certain other recurring actions required under the Amended and Restated Charter.

Review of Items Approved by the Audit Committee During the Last 12 Months

The fifteenth item of business was a review led by Mr. Dodge of certain items (other than the matters discussed as part of Items 7 and 11 above) that have been approved by the Audit

Committee during the last 12 months and the status of each such item. Mr. Dodge noted that a list of such items was set forth in Item 15 of the board book for the meeting.

Private Discussion with Management (KPMG excused)

The sixteenth item of business was a private discussion between the members of the Audit Committee and management.

Private Discussion with KPMG (Management excused)

The seventeenth item of business was a private discussion between the members of the Audit Committee and KPMG.

Private Discussion with Vice President of Internal Audit (Management and KPMG excused)

The eighteenth item of business was a private discussion between the members of the Audit Committee and the Vice President of Internal Audit.

Adjournment

There being no further business to come before the Audit Committee, upon motion duly made, seconded and unanimously approved, the meeting was adjourned at 2:00 p.m., prevailing Mountain Time.

Tom A. Ortolf
Chairman of the Audit Committee

We, the undersigned, who together with Mr. Ortolf constitute all members of the Audit Committee, hereby waive any and all formal notice of the above meeting and hereby ratify and approve the foregoing minutes.

Steven R. Goodbarn

Gary S. Howard

EXHIBIT 422

EXHIBIT 422

CONFIDENTIAL

DISH NETWORK CORPORATION

Regular Meeting of the Board of Directors

February 16, 2011

A regular meeting of the board of directors (the "Board of Directors") of DISH Network Corporation (the "Corporation"), was held on February 16, 2011 at 2:00 p.m., prevailing Mountain Time, at the Corporation's headquarters located at 9601 S. Meridian Blvd., Englewood, Colorado 80112.

The following members of the Board of Directors participated:

Charles W. Ergen
Cantey M. Ergen
James DeFranco
David K. Moskowitz
Carl E. Vogel
Steven R. Goodbarn
Tom A. Ortolf
Gary S. Howard

Also participating at various times during the meeting at the invitation of the Chairman of the Board of Directors were R. Stanton Dodge, Executive Vice President, General Counsel and Secretary of the Corporation; Robert E. Olson, Executive Vice President and Chief Financial Officer of the Corporation (*present for Item 1 only*); Robert F. Rehg, Senior Vice President - Corporate Development of the Corporation (*present for Item 12 only*); Jason Kiser, Vice President and Treasurer of the Corporation (*present for Item 12 only*); Brandon Ehrhart, Vice President, Associate General Counsel and Assistant Secretary of the Corporation; Ajay Yadav, Managing Director at Lazard Freres & Co. LLC (*present for Item 12 only*); Barry W. Ridings, Managing Director at Lazard Freres & Co. LLC (*present for Item 12 only*); Howard Ellin, Partner in Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden")'s mergers and acquisitions practice group (*present for Item 12 only*); and Eric Ivester, Partner in Skadden's corporate restructuring practice group (*present for Item 12 only*).

Call to Order

Mr. Charles W. Ergen, President and Chief Executive Officer of the Corporation and Chairman of the Board of Directors, called the meeting to order and presided. Mr. Dodge acted as Secretary of the meeting.

Notice and Quorum

The Chairman advised that, as each member of the Board of Directors had waived any and all notices that may have been required to be given with respect to a regular meeting of the Board of Directors and a quorum was present, the meeting was properly convened.

Discussion Matters

ITEM 1. BUDGET REVIEW

Mr. Olson led a discussion and review of the 2011 budget for the Corporation and its subsidiaries. A summary of Mr. Olson's presentation was attached as Exhibit 8A to the board book for the meeting.

ITEM 2. APPROVAL OF MINUTES AND SIGNING OF CONSENTS

Mr. Dodge explained that draft minutes of the Regular Meeting of the Board of Directors held on November 2, 2010; the minutes of the Special Meeting of the Board of Directors held on January 11, 2011; and the minutes of the Special Meeting of the Board of Directors held on January 14, 2011, were attached as Exhibits 1A, 1B and 1C, respectively, to the board book for the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that the minutes of the Regular Meeting of the Board of Directors held on November 2, 2010; the minutes of the Special Meeting of the Board of Directors held on January 11, 2011; and the minutes of the Special Meeting of the Board of Directors held on January 14, 2011, in substantially the form attached as Exhibits 1A, 1B and 1C, respectively, to the board book for the meeting be, and they hereby are, approved, ratified and confirmed in all respects, subject to incorporation of the comments made by members of the Board of Directors at the meeting.

ITEM 3. REG. S-K ITEM 404 "RELATED PERSON" TRANSACTIONS

Mr. Dodge reviewed all recurring and certain new potential SEC Reg. S-K, Item 404 "Related Person" transactions, Nevada Revised Statutes §78.140 transactions and "Sensitive" transactions, as defined by the 2005 Audit Committee Recommendations to generally mean: (i) any non-ordinary course transaction in which the amount involved exceeded \$5,000,000; (ii) related-party transactions; (iii) transactions of a highly confidential nature; (iv) transactions which grant exclusive rights or most favored nations status to any third party; or (v) any other transaction which in the judgment of the board should reasonably be considered sensitive.

Mr. Dodge explained that, during 2010 the Corporation (or one of its subsidiaries) employed Mrs. Cantey Ergen. The Corporation (or one of its subsidiaries) paid Mrs. Cantey Ergen approximately \$107,000 during 2010, and expects to pay her approximately \$110,000 during 2011, although depending on the time and services that will be provided she may earn more than that amount during 2011. During 2011, the Corporation also expects to employ Katherine Flynn, Mr. and Mrs. Ergen's daughter, and may elect to employ certain other Ergen children and expects to pay them approximately \$25,000 in the aggregate, although depending on the time and services that will be provided, they may earn more than that amount during 2011 (collectively, the "Ergen Transaction I").

Mr. Dodge further explained that Mrs. Ergen is a member of the Board of Directors of The Children's Hospital of Denver to which the Corporation provides pay-TV services (the "Ergen Transaction II").

Mr. Dodge further explained that during 2010, Summit Capital L.L.C. ("Summit Capital"), an entity controlled by Mr. Ergen, subleased approximately 1,100 square feet of office space at 5701 S. Santa Fe Drive. Under the sublease, Summit Capital paid the Corporation approximately \$6,000 during 2010 and is expected to pay the Corporation approximately \$12,000 during 2011 (the "Ergen Transaction III").

Mr. Dodge further explained that Mr. Chase Ergen, Mr. and Mrs. Ergen's son, is the sole member of: (i) O'Cat L.L.C., which serves as a Television Receive Only (TVRO) retailer for DISH Network pursuant to the Corporation's standard form retailer agreement; and (ii) CH Telecommunications L.L.C., which serves as an Order Entry (OE) retailer for DISH Network pursuant to the Corporation's standard form OE retailer agreement (the "Ergen Transaction IV"). Pursuant to the OE retailer agreement, the Corporation paid these entities approximately \$35,000 during 2010. There were no payments made pursuant to the TVRO retailer agreement.

Mr. Dodge further explained that, during 2011, CH Telecommunications L.L.C. will provide the Corporation with certain Internet related marketing services for approximately \$50,000 per month (such services may be terminated at the Corporation's convenience upon 30 days' notice) (the "Ergen Transaction V"). A draft of the consulting services agreement is attached hereto as Exhibit 2A.

Mr. Dodge further explained that, during 2006, Mr. Carl Vogel, Senior Advisor to the Corporation and a member of the Board of Directors, agreed to serve as a director of Shaw Communications Inc. ("Shaw"), a diversified Canadian communications company whose core business is providing broadband cable television, high-speed Internet, digital phone, telecommunications services and satellite direct-to-home services to over three million customers, and Mr. Vogel has beneficial ownership of 70,000 shares of Shaw common stock and options to purchase an additional 70,000 shares of Shaw common stock (the "Vogel Transaction I").

Mr. Dodge further explained that, during 2009, Mr. Vogel agreed to serve as a director of Universal Electronics Inc. ("UEI"), a provider of pre-programmed universal wireless control products and audio-video accessories that are marketed to enhance home entertainment systems, and Mr. Vogel has an option to purchase approximately 20,000 shares of UEI common stock and beneficial ownership of approximately 5,833 shares of UEI common stock (the "Vogel Transaction II"). The Corporation paid UEI approximately \$6,500 and \$844,169 during the years ended December 31, 2009 and 2010, respectively, for purchases of certain equipment by the Corporation, such as remote controls. EchoStar Corporation ("EchoStar") has paid UEI approximately \$19,000,000 and \$28,000,000 during the years ended December 31, 2009 and 2010, respectively, for purchases of certain equipment by the Corporation, such as remote controls.

Mr. Dodge further explained that, during 2009, Mr. Vogel agreed to serve as a director of Ascent Media Corporation ("Ascent Media"), which provides creative services and content management and delivery services to the media and entertainment industries in the United States, the United Kingdom and Singapore, and Mr. Vogel has beneficial ownership of approximately 1,915 shares of Ascent Media common stock (the "Vogel Transaction III"). The Corporation paid Ascent Media approximately \$1,000 and \$35,000 during the years ended December 31, 2009 and 2010, respectively, for certain video duplication services. EchoStar paid Ascent Media approximately \$14,000 and \$13,000 during the years ended December 31, 2009 and 2010, respectively, for certain video duplication services.

Mr. Dodge further explained that, during 2010, Mr. Vogel agreed to serve as a director of ION Media Networks, Inc. ("ION"), which owns and operates the ION channel and certain local television stations carried by the Corporation and which also owns certain 700 MHz spectrum, and Mr. Vogel has an option to acquire 1.25% of ION (the "Vogel Transaction IV").

Mr. Dodge further explained that, during 2011, Mr. Vogel agreed to serve as a director of Sirius XM Radio Inc. ("SiriusXM") a provider of satellite radio (the "Vogel Transaction II"). The Corporation and its distributors act as authorized distributors and retailers of SiriusXM receivers and related hardware and the Corporation receives certain programming rights from SiriusXM. The Corporation paid SiriusXM approximately \$530,000 and \$800,000 during the years ended December 31, 2009 and 2010, respectively. SiriusXM paid the Corporation approximately \$9,000 and \$3,000 during the years ended December 31, 2009 and 2010, respectively. EchoStar paid SiriusXM approximately \$1,000 and \$1,000 during the years ended December 31, 2009 and 2010, respectively.

Mr. Dodge further explained that, during 2010, the Corporation (or one of its subsidiaries) employed Mr. Paul Ortolf (who serves the Corporation as an International Marketing Coordinator, which is not a financial reporting role), the son of Mr. Tom A. Ortolf, a member of the Board of Directors (the "Ortolf Transaction"). The Corporation (or one of its subsidiaries) paid Mr. Paul Ortolf, the son of Mr. Ortolf, approximately \$33,111 during 2010, and expects to pay him approximately \$45,000 during 2011, although depending on the time and services that will be provided, he may earn more than that amount during 2011.

Mr. Dodge further explained that, during 2010, Mr. Gary Howard, a member of the Board of Directors, agreed to serve as a director of Avail-TVN ("Avail-TVN"), which provides transport, encoding and metadata services for certain of the Corporation's "Video-On-Demand" ("VOD") programming (the "Howard Transaction"). The Corporation paid Avail-TVN approximately \$229,000 and \$176,000 during the years ended December 31, 2009 and 2010, respectively.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted (with Mr. Ergen and Mrs. Ergen abstaining with respect to the Ergen Transaction I, Ergen Transaction II, Ergen Transaction III, Ergen Transaction IV, and the Ergen Transaction V, Mr. Vogel abstaining with respect to the Vogel Transaction I, the Vogel Transaction II, the Vogel Transaction III, the Vogel Transaction IV and the Vogel

Transaction V, Mr. Ortolf abstaining with respect to the Ortolf Transaction and Mr. Howard abstaining with respect to the Howard Transaction):

WHEREAS, the Ergen Transaction I, Ergen Transaction II, Ergen Transaction III, Ergen Transaction IV, Ergen Transaction V, Vogel Transaction I, Vogel Transaction II, Vogel Transaction III, Vogel Transaction IV, Vogel Transaction V, Ortolf Transaction and the Howard Transaction may potentially be considered related party transactions under SEC Regulation S-K, Item 404, Nevada Revised Statutes §78.140 transactions or “Sensitive” transactions and therefore, out of an abundance of caution, the Board of Directors has been asked to review such transactions; and

Ergen Transaction I

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2011 are fair to the Corporation and its subsidiaries; provided that Mrs. Ergen’s employment compensation does not exceed \$110,000 in 2011 and the aggregate employment compensation of the Ergen children does not exceed \$25,000 in 2011; (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2011; and (c) the Audit Committee: (i) ratified and confirmed in all respects, and recommended that the Board of Directors ratify and confirm, the prior Ergen Transaction I; and (ii) authorized, ratified and adopted in all respects, and recommended that the Board of Directors authorize, ratify and adopt, the continuation of the Ergen Transaction I in 2011; provided that Mrs. Ergen’s employment compensation does not exceed \$110,000 in 2011 and the aggregate employment compensation of the Ergen children does not exceed \$25,000 in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction I; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussion with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2011 are fair to the Corporation and its subsidiaries; provided that Mrs. Ergen’s employment compensation does not exceed \$110,000 in 2011 and the aggregate employment compensation of the Ergen children, does not exceed \$25,000 in 2011; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction I and the continuation of the Ergen Transaction I in 2011; and further

RESOLVED, that the Board of Directors hereby: (a) ratifies and confirms in all respects the prior Ergen Transaction I; and (b) authorizes, ratifies and adopts in all respects the continuation of the Ergen Transaction I in 2010, provided that Mrs. Ergen's employment compensation does not exceed \$110,000 in 2011 and the aggregate employment compensation of the Ergen children, does not exceed \$25,000 in 2011; and further

Ergen Transaction II

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Ergen Transaction II in 2011; and further

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction II; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Ergen Transaction II in 2011; and further

RESOLVED, that, for so long as Mrs. Ergen is a member of the Board of Directors of The Children's Hospital of Denver, Mrs. Ergen shall recuse herself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve The Children's Hospital of Denver or any of its affiliates; and further

Ergen Transaction III

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Ergen Transaction III in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction III; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Ergen Transaction III in 2011; and further

RESOLVED, that, for so long as Mr. Ergen is a member of the Board of Directors of Summit Capital or retains a significant financial stake in Summit Capital, Mr. Ergen shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Summit Capital; and further

Ergen Transaction IV

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the prior Ergen Transaction IV and the continuation of the Ergen Transaction IV in 2011 are fair to the Corporation and its subsidiaries; (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction IV and the continuation of the Ergen Transaction IV in 2011; and (c) the Audit Committee: (i) ratified and confirmed in all respects, and recommended that the Board of Directors ratify and confirm, the prior Ergen Transaction IV; and (ii) authorized, ratified and adopted in all respects, and recommended that the Board of Directors authorize, ratify and adopt, the continuation of the Ergen Transaction IV in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction IV; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussion with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the prior Ergen Transaction IV and the continuation of the Ergen Transaction IV in 2011 are fair to the Corporation and its subsidiaries; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the prior Ergen Transaction IV and the continuation of the Ergen Transaction IV in 2011; and further

Ergen Transaction V

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the Ergen Transaction V is fair to the Corporation and its subsidiaries; (b) the Audit Committee has waived, and recommended that Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the Ergen Transaction V; and (c) the Audit Committee authorized, ratified and adopted in all respects, and recommended that the Board of Directors authorize, ratify and adopt, the Ergen Transaction V;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ergen Transaction V; and further

RESOLVED, that based upon the information received by the Board of Directors, the above-referenced discussion with the General Counsel of the Corporation, and upon such other matters as are deemed relevant by the Board of Directors, the Board of Directors hereby finds that the Ergen Transaction V is fair to the Corporation and its subsidiaries; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the Ergen Transaction V; and further

Vogel Transaction I

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction I in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction I; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction I in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of Shaw or retains a significant financial stake in Shaw, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Shaw or Bell ExpressVu or any of their affiliates; and further

Vogel Transaction II

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction II in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction II; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction II in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of UEI or retains a significant financial stake in UEI, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve UEI or any of its affiliates; and further

Vogel Transaction III

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction III in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction III; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction III in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of Ascent Media or retains a significant financial stake in Ascent Media, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Ascent Media or any of its affiliates; and further

Vogel Transaction IV

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction IV in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction IV; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction IV in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of ION or retains a significant financial stake in ION, Mr. Vogel shall recuse

himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve ION or any of its affiliates; and further

Vogel Transaction V

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction V in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Vogel Transaction V; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Vogel Transaction V in 2011; and further

RESOLVED, that, for so long as Mr. Vogel is a member of the Board of Directors of SiriusXM or has a significant financial stake in SiriusXM, Mr. Vogel shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve SiriusXM or any of its affiliates; and further

Ortolf Transaction

WHEREAS, (a) the Audit Committee has found, and recommended that the Board of Directors find, that the prior Ortolf Transaction and the continuation of the Ortolf Transaction in 2011 is fair to the Corporation and its subsidiaries; provided that Mr. Paul Ortolf's employment compensation does not exceed \$45,000 in 2011; (b) the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the prior Ortolf Transaction and the continuation of the Ortolf Transaction in 2011; and (c) the Audit Committee: (i) ratified and confirmed in all respects, and recommended that the Board of Directors ratify and confirm, the prior Ortolf Transaction; and (ii) authorized, ratified and adopted in all respects, and recommended that the Board of Directors authorize, ratify and adopt, the continuation of the Ortolf Transaction in 2011; provided that Mr. Paul Ortolf's employment compensation does not exceed \$45,000 in 2011;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Ortolf Transaction; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Ortolf Transaction in 2011; and further

RESOLVED, that the Board of Directors hereby: (a) ratifies and confirms in all respects the prior Ortolf Transaction; and (b) authorizes, ratifies and adopts in all respects the continuation of the Ortolf Transaction in 2011; provided that Mr. Paul Ortolf's employment compensation does not exceed \$45,000 in 2011; and further

Howard Transaction

WHEREAS, the Audit Committee has waived, and recommended that the Board of Directors waive, any conflict of interest (whether actual or potential) in connection with the continuation of the Howard Transaction in 2011; and further

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendations of the Audit Committee regarding the Howard Transaction; and further

RESOLVED, that the Board of Directors hereby waives any conflict of interest (whether actual or potential) in connection with the continuation of the Howard Transaction in 2011; and further

RESOLVED, that, for so long as Mr. Howard is a member of the Board of Directors of Avail-TVN or retains a significant financial stake in Avail-TVN, Mr. Howard shall recuse himself from any matters presented to the Board of Directors (or its committees) that directly or indirectly involve Avail-TVN or any of its affiliates; and further

General Enabling Resolutions

RESOLVED, that the proper officers of the Corporation and its subsidiaries be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and its subsidiaries, and under their corporate seals or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation and its subsidiaries to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers of the Corporation and its subsidiaries within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 4. LITIGATION UPDATE

Mr. Dodge, in his capacity as General Counsel of the Corporation, presented a report on the status of the significant litigation in which the Corporation and/or its affiliates are presently involved. Mr. Dodge explained that his report and any ensuing discussions were subject to the attorney/client and work product privileges.

ITEM 5. APPROVAL OF FORM AND FILING OF ANNUAL REPORT ON FORM 10-K AND REPORT ON ACTIVITIES OF AUDIT COMMITTEE

Mr. Tom A. Ortolf, Chairman of the Audit Committee, presented a report on the general activities of the Audit Committee and the Audit Committee's review of the Corporation's financial statements and Form 10-K for the year ended December 31, 2010.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted, subject to incorporation of the comments received at the Audit Committee meeting held earlier:

WHEREAS, the Corporation is required to file with the Securities and Exchange Commission (the "Commission") by March 10, 2011, an Annual Report on Form 10-K for the year ended December 31, 2010 (the "Form 10-K");

WHEREAS, a draft of the Form 10-K proposed to be filed with the Commission is attached hereto as Exhibit 4A (the "Draft Form 10-K"), and each member of the Board of Directors has read the Draft Form 10-K and has provided all comments and responses they deem necessary and appropriate to the General Counsel and Chief Financial Officer of the Corporation (or their designees);

WHEREAS, the Draft Form 10-K contains year-end financial statements of the Corporation that were audited by KPMG;

WHEREAS, management has recommended that the Audit Committee approve (i) as to form the Draft Form 10-K, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-K (with any such non-material changes) at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and

WHEREAS, the Audit Committee has (a) approved, ratified and confirmed the recommendation of management concerning the approval (i) as to form of the Draft Form 10-K, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) of the filing with the Commission of the Form 10-K (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and (b) recommended that the Board of Directors approve (i) as to form the Draft Form 10-K, with such non-material

CONFIDENTIAL

changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, and (ii) the filing with the Commission of the Form 10-K (with any such non-material changes), at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves, ratifies and confirms the recommendation of the Audit Committee concerning the approval as to form and filing of the Form 10-K; and further

RESOLVED, that the Draft Form 10-K, in substantially the form attached as Exhibit 4A to the board book for the meeting, be, and it hereby is, approved as to form with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; and further

RESOLVED, that the Form 10-K, in substantially the form attached as Exhibit 4A to the board book for the meeting, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, be filed with the Commission at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and further

RESOLVED, that the General Counsel and Chief Financial Officer be, and they collectively hereby are, authorized, empowered and directed to prepare or cause to be prepared, to execute or cause to be executed, and to file or cause to be filed with the Commission such non-material amendments and supplements to the Form 10-K as they, collectively, may deem necessary or desirable, or as may be required by the Commission; and further

RESOLVED, that, in the event that such an amendment or supplement to the Form 10-K is filed, the members of the Board of Directors shall be provided with redline copies of the revised Form 10-K showing the changes that were made; and further

RESOLVED, that the proper officers of the Corporation be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 6. QUARTERLY REVIEW OF OPTION GRANTS TO EMPLOYEES OTHER THAN EXECUTIVE OFFICERS AND REPORT ON ACTIVITIES OF THE EXECUTIVE COMPENSATION COMMITTEE

Mr. Steven R. Goodbarn, Chairman of the Executive Compensation Committee, presented a report on the general activities of the Executive Compensation Committee and the Executive Compensation Committee's review of the option grants made to employees other than executive officers during the fourth quarter of 2010, a list of which was attached as Exhibit 5A to the board book for the meeting.

After discussion and deliberation, upon motion duly made and seconded, the following resolution was unanimously adopted:

WHEREAS, the Corporation adopted the 2009 Stock Incentive Plan (the "Plan"), which Plan provides for the grant of stock options, among other stock-based performance awards, to key employees of the Corporation and its subsidiaries;

WHEREAS, eighty million (80,000,000) shares of Class A Common Stock, \$0.01 par value per share ("Common Stock"), of the Corporation have been reserved for issuance under the Plan;

WHEREAS, the Board of Directors has established the Executive Compensation Committee to administer the Plan;

WHEREAS, management believes: (i) that officers and other key employees, who are in a position to make a substantial contribution to the long-term success of the Corporation and to build stockholder value, should have a stake in the Corporation's ongoing success; and (ii) that this focuses attention on managing the Corporation as an owner with an equity position in the Corporation's business and seeks to align the officers' and key employees' interests with the long-term interests of stockholders;

WHEREAS, the Plan was adopted by the Board of Directors and approved by stockholders in recognition of management's belief;

WHEREAS, (i) awards under the Plan follow a review of the individual employee's performance, position in the Corporation, long-term potential contribution to the Corporation and the number of options previously granted to the employee; and (ii) neither management nor the Board of Directors assigns specific weights to these factors, although the employee's position and a subjective evaluation of his or her performance are considered most important;

WHEREAS, generally, the number of options granted to an employee reflect his or her level of responsibility, position in the Corporation and potential to contribute to the long-term success of the Corporation or otherwise achieve significant corporate goals;

WHEREAS, however, the number of options granted to specific employees are not based on any objective criteria;

WHEREAS, options are generally granted to director level and above employees, although in certain circumstances options are granted to certain other employees based on length of service or contribution to the Corporation;

WHEREAS, Charles W. Ergen, Chairman and Chief Executive Officer of the Corporation, desires to: (i) incentivize certain new employees and/or certain employees receiving promotions who are in a position to make a substantial contribution to the long-term success of the Corporation and to build stockholder value; and/or (ii) reward certain key employees of the Corporation and its subsidiaries, in connection with their efforts during the past year, and provide them with an incentive to continue to help build the success of the Corporation, which rewards and incentives add value to the Corporation that is at least equal to the fair market value of the shares of the Corporation's Common Stock that these employees will receive through the Plan;

WHEREAS, at the Annual Meeting of the Board of Directors held on May 3, 2010, (i) the Board of Directors delegated the authority to Mr. Ergen, as Chairman of the Board of Directors, to make grants of options to purchase the Common Stock, effective at the end of each quarter, to new employees and existing employees of the Corporation or its subsidiaries who are not executive officers in connection with hiring, promotion or other recognition, as Mr. Ergen deems appropriate, without further need to consult with or seek prior approval from the Board of Directors or the Executive Compensation Committee, consistent with the criteria established in the Plan, and that the actions taken by Mr. Ergen in connection therewith shall be deemed approved, ratified and confirmed by the Board of Directors and the Executive Compensation Committee as of the date such action is taken; provided however, that no authority was granted to Mr. Ergen to make grants to: (a) Section 16 reporting officers or directors of the Corporation (for the avoidance of doubt, for the purposes of this clause (a) "Section 16 reporting officers" is intended to mean those executive officers of the Corporation identified as executive officers in the Corporation's annual report on Form 10-K); (b) "affiliates" of the Corporation, as such term is used in Section 16 of the Securities Exchange Act of 1934, and as interpreted by the General Counsel of the Corporation; (c) in excess of one hundred thousand (100,000) shares to an individual employee at or below the Vice President level; or (d) in excess of five hundred thousand (500,000) shares to an individual employee at or above the Senior Vice President level, without advance approval of the Compensation Committee;

WHEREAS, the Chairman has made the grant of options to purchase shares of the Corporation's Common Stock ("Options") to those employees of the Corporation and its subsidiaries who are not executive officers set forth in the list attached as

Exhibit 5A to the board book for the meeting, and in such amounts as set forth opposite each employee's name on such list under the terms of the Plan and an incentive stock option agreement to be approved by the Chief Executive Officer of the Corporation; and

WHEREAS, (i) the date of grant of such Options is December 31, 2010 (the "Grant Date"); (ii) such Options vest at the rate of 20% per year, with the first 20% of such Options vesting on the date which is one year after the Grant Date and 20% thereafter on the anniversary of the Grant Date for each of the following four years; (iii) the exercise price for each share of Common Stock shall be equal to the closing price, as reported on the National Association of Securities Dealers Automated Quotation System, for shares of the Common Stock on the Grant Date, or the last business day prior to such date in the event that such date falls on a weekend or holiday; and (iv) such Options expire ten years from the Grant Date;

NOW, THEREFORE, BE IT RESOLVED, that, after due consideration, the Board of Directors hereby determines that the grant of such Options is consistent with the authority delegated to the Chairman at the Annual Meeting of the Board of Directors held on May 3, 2010.

ITEM 7. DETERMINATION OF NONEMPLOYEE DIRECTOR INDEPENDENCE, FINANCIAL LITERACY AND OTHER QUALIFICATIONS AND DESIGNATION OF "AUDIT COMMITTEE FINANCIAL EXPERT"

Mr. Dodge led a discussion on the independence, financial literacy and other requirements for nonemployee directors and the qualifications necessary for designation as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K. Mr. Dodge noted that a copy of the relevant requirements was included on pages 16-18 of Exhibit 6A to the board book for the meeting). Mr. Dodge explained that management has determined that each of Mr. Steven R. Goodbarn, Mr. Tom A. Ortolf and Mr. Gary S. Howard each meet the applicable independence, financial literacy and other requirements and that Mr. Goodbarn possesses the applicable qualifications necessary for designation as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted (with Messrs. Goodbarn, Ortolf and Howard abstaining with respect to the resolutions applicable to themselves):

Nonemployee Director Independence

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors after due deliberation has determined that Messrs. Goodbarn, Ortolf and Howard each meet the applicable independence, financial literacy and other requirements of the charters, laws, rules, and regulations applicable to the Corporation, including without limitation, the Audit Committee Charter; the Executive Compensation Committee Charter; the Nominating Committee Charter; Rule 4200(a)(15) of the

NASDAQ Stock Market; Section 10A(m)(3) of the Securities Exchange Act of 1934, as amended; Item 407 of Regulation S-K; Rules 10A-3 and 16b-3 of the rules and regulations of the Securities and Exchange Commission; Section 162(m) of the Internal Revenue Code; and Treasury Regulation 1.162-27(e);

Audit Committee Expert

WHEREAS, Mr. Goodbarn has expressed his willingness and desire to be designated as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors after due deliberation has determined that Mr. Goodbarn possesses the applicable qualifications necessary for designation as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K; and further

RESOLVED, that Mr. Goodbarn be, and he hereby is, designated as an "audit committee financial expert" pursuant to Item 401(h) of Regulation S-K until the 2011 Annual Meeting of the Board of Directors and until his respective successor is duly designated and qualified.

ITEM 8. APPROVAL OF ANNUAL SHAREHOLDERS MEETING DATE AND RELATED MATTERS

Mr. Dodge proposed that the 2011 Annual Meeting of Shareholders (the "Annual Shareholders Meeting") be held on Monday, May 2, 2011, at 1:00 p.m., prevailing Mountain Time, at the Corporation's offices located at 9601 S. Meridian Blvd., Englewood, Colorado 80112 to consider and vote upon: (a) the election of the members of the Board of Directors to serve until the next annual shareholders meeting or until their successors are duly elected and qualified; (b) a proposal to ratify the appointment by the Board of Directors of KPMG LLP ("KPMG") as the Corporation's independent registered public accounting firm for the fiscal year ending December 31, 2011; (c) a shareholder proposal; (d) a proposal to conduct an advisory vote on executive compensation; (e) a proposal to conduct an advisory vote on the frequency of future advisory votes on executive compensation; and (f) any other business that may properly come before the Annual Shareholders Meeting or any adjournment of the meeting.

Mr. Dodge noted that the Corporation's Bylaws require that notice of the Annual Shareholders Meeting be given to shareholders of record on such date as is established by the Board of Directors not less than ten nor more than sixty days before the date of the Annual Shareholders Meeting. Mr. Dodge then proposed that the record date for determining those shareholders entitled to notice of and to vote at the Annual Shareholders Meeting or any adjournment thereof be March 7, 2011.

Mr. Dodge then reviewed the draft Proxy Statement attached as Exhibit 7A to the board book for the meeting with the members of the Board of Directors.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

Approval of Meeting Date and Record Date for the 2011 Annual Meeting of Shareholders

NOW, THEREFORE, BE IT RESOLVED, that the 2011 Annual Meeting of Shareholders (the "Annual Shareholders Meeting") shall be held on Monday, May 2, 2011 at 1:00 p.m., prevailing Mountain Time, at the Corporation's offices located at 9601 S. Meridian Blvd., Englewood, Colorado 80112, or on such other date and/or at such other location as management shall determine; and further

RESOLVED, that March 7, 2011, be, and it hereby is, established as the record date for determining shareholders of the Corporation entitled to notice of and to vote at the Annual Shareholders Meeting or any adjournment thereof, or on such other date as management shall determine; and further

RESOLVED, that Broadridge Financial Services, Inc., be, and it hereby is, appointed as Election Judge at the Annual Meeting; and further

Establishment of Number of Independent Director Positions for which the Nominating Committee Shall Recommend Independent Director Nominees

RESOLVED, that, in connection with the 2011 Annual Meeting of Shareholders, the number of independent director positions for which the Nominating Committee shall recommend independent director nominees for selection by the Board of Directors be, and it hereby is, established to be three (3); and further

ADJOURNMENT

Upon motion duly made and seconded, the meeting was adjourned at 3:30 p.m. in order for Mr. Steven R. Goodbarn, Tom A. Ortolf and Gary S. Howard to attend a meeting of the Nominating Committee.

CONTINUATION

Following completion of the Nominating Committee meeting, upon motion duly made and seconded, the meeting was reconvened at 3:35 p.m.

Approval of Nominees for Election to the Board of Directors

WHEREAS, management has recommended that the Board of Directors nominate Charles W. Ergen, Cantey M. Ergen, James DeFranco, David K. Moskowitz, and Carl E. Vogel for election to the Board of Directors in connection with the 2011 Annual Meeting of Shareholders; and

WHEREAS, the Nominating Committee has recommended Tom A. Ortolf, Steven R. Goodbarn and Gary S. Howard for selection by the Board of Directors as independent director nominees for election to the Board of Directors in connection with the 2011 Annual Meeting of Shareholders;

NOW, THEREFORE, BE IT RESOLVED, (a) that Charles W. Ergen, Cante M. Ergen, James DeFranco, David K. Moskowitz, Carl E. Vogel, Tom A. Ortolf, Steven R. Goodbarn and Gary S. Howard be, and they hereby are, selected as nominees for election to the Board of Directors; (b) that the Board of Directors unanimously recommends a vote FOR the election of all the nominees named herein; and (c) that such nominees be presented to the shareholders of the Corporation for election at the 2011 Annual Shareholders Meeting; and further

Appointment of KPMG as Independent Registered Public Accounting Firm for the Fiscal Year Ending December 31, 2010

RESOLVED, (a) that the Board of Directors hereby determines that it is in the best interests of the Corporation to have KPMG continue to serve as the Corporation's independent registered public accounting firm for the fiscal year ending December 31, 2011, and therefore, as recommended by the Audit Committee, the Board of Directors hereby approves, ratifies and adopts the appointment of KPMG as the independent registered public accounting firm of the Corporation for the fiscal year ending December 31, 2011 (subject to reaching an agreement with respect to fees to be charged to the Corporation by KPMG for its services and subject to ratification by the shareholders); (b) that the Board of Directors unanimously recommends a vote FOR ratification of such appointment; and (c) that such appointment be presented to the shareholders of the Corporation for ratification at the Annual Shareholders Meeting; and further

Approval of the Proposal Recommending a Vote Against the Shareholder Proposal

RESOLVED, (a) that the Board of Directors hereby determines that it is in the best interests of the Corporation to recommend a vote AGAINST the shareholder proposal from Bricklayers & Trowel Trades International Pension Fund to recapitalize the Corporation's stock plan to eliminate the dual-class voting structure, and therefore, the Board of Directors hereby approves as to form the proposal describing the shareholder proposal, in substantially the form as it appears in the draft Proxy Statement attached as Exhibit 7A to the board book for the meeting, with such changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; (b) that the Board of Directors unanimously recommends a vote AGAINST the shareholder proposal; and (c) that such proposal be presented to the shareholders of the Corporation at the Annual Shareholders Meeting; and further

Approval of Proposal Recommending a Vote For the Advisory Approval of Executive Compensation

RESOLVED, (a) that the Board of Directors hereby determines that it is in the best interests of the Corporation to conduct an advisory vote on executive compensation at the Annual Shareholders Meeting, and therefore, the Board of Directors hereby approves as to form the proposal describing the advisory vote on executive compensation, in substantially the form it appears in the draft Proxy Statement attached as Exhibit 7A to the board book for the meeting, with such changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; (b) that the Board of Directors unanimously recommends a vote FOR approval of such proposal; and (c) that such proposal be presented to the shareholders of the Corporation for approval at the Annual Shareholders Meeting; and further

Approval of the Frequency of Future Advisory Votes on Executive Compensation

RESOLVED, (a) that the Board of Directors hereby determines that it is in the best interests of the Corporation to conduct an advisory vote on the frequency of future advisory votes on executive compensation at the Annual Shareholders Meeting, and therefore, the Board of Directors hereby approves as to form the proposal describing the advisory vote on the frequency (every three years) of future advisory votes on executive compensation, in substantially the form it appears in the draft Proxy Statement attached as Exhibit 7A to the board book for the meeting, with such changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; (b) that the Board of Directors unanimously recommends a vote for approval of such proposal; and (c) that such proposal be presented to the shareholders of the Corporation for a vote at the Annual Shareholders Meeting; and further

Approval of Form, Filing and Distribution of the Proxy Statement

RESOLVED, that the draft Proxy Statement, in substantially the form attached as Exhibit 7A to the board book for the meeting, be, and it hereby is, approved as to form with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate; and further

RESOLVED, that the Proxy Statement, in substantially the form attached as Exhibit 7A to the board book for the meeting, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, be filed with the Securities and Exchange Commission (the "Commission") pursuant to Section 14(a) of the Securities Exchange Act of 1934, as amended, at such time as the General Counsel and Chief Financial Officer of the Corporation shall determine; and further

RESOLVED, that the General Counsel and Chief Financial Officer be, and they collectively hereby are, authorized, empowered and directed to prepare or cause to be prepared, to execute or cause to be executed, and to file or cause to be filed with the Commission such amendments and supplements to the Proxy Statement as they, collectively, may deem necessary or desirable, or as may be required by the Commission; and further

RESOLVED, that, in the event that an amendment or supplement to the Proxy Statement is filed, the members of the Board of Directors shall be provided with redline copies of the revised Proxy Statement showing the changes that were made; and further

RESOLVED, that the Corporation be, and it hereby is, directed to distribute the Proxy Statement, in substantially the form previously distributed to the members of the Board of Directors, with such non-material changes as the General Counsel and Chief Financial Officer of the Corporation shall deem necessary and appropriate, to each shareholder owning the Corporation's voting securities on the record date of March 7, 2011; and further

General Enabling Resolutions

RESOLVED, that the Chief Executive Officer or Executive Vice President, General Counsel and Secretary of the Corporation (each, a "proper officer" and collectively, the "proper officers") be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent or the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified, and confirmed in all respects.

ITEM 9. REVIEW OF CERTAIN ITEMS PREVIOUSLY APPROVED BY THE BOARD OF DIRECTORS

Mr. Dodge reviewed certain items approved by the Board of Directors during the last 12 months and the status of each such item, as well as certain items approved by the Board of Directors in prior years that remain active but are not yet consummated. Mr. Dodge noted that to assist the members of the Board of Directors a list of such items was included in the board book for the meeting.

ITEM 10. REVIEW OF SCHEDULE FOR NEXT REGULAR MEETINGS OF THE BOARD OF DIRECTORS, AUDIT COMMITTEE AND EXECUTIVE COMPENSATION COMMITTEE

Mr. Dodge led a discussion reviewing the schedule for the upcoming meetings of the Board of Directors, Audit Committee and Executive Compensation Committee. To assist the members of the Board of Directors with their review of the dates for such meetings, calendars for each of the months from January 2011 through March 2012 were attached as Exhibit 10A to the board book for the meeting.

ITEM 11. QUARTERLY REVIEW OF CERTAIN INVESTMENTS

Mr. Ergen provided an update on certain investments made by the Corporation during the fourth quarter. A copy of the investment policy of the Corporation and a summary of the investments made by the Corporation during the fourth quarter were attached as Exhibit 11A to the board book for the meeting.

ITEM 12. CHAIRMAN'S REPORT

Mr. Ergen presented a report on the general state of the business of the Corporation and other matters, including, among other things, upcoming satellite launches and the general status and development of the Pay-TV industry. To assist the members of the Board of Directors with their consideration of this item, a memorandum regarding upcoming satellite launches was attached as Exhibit 12A to the board book for the meeting.

Messrs. Rehg, Kiser, Yadav, Ridings, Ellen and Investor then provided an update on the Corporation's proposed acquisition of DBSD North America, Inc. ("DBSD") and management's estimate of the cost to acquire DBSD. Mr. Rehg then explained that management is seeking approval to make additional investments in DBSD to acquire all of the equity of reorganized DBSD upon its emergence from bankruptcy for up to \$1.05 billion; provided that, Mr. Ergen may authorize spending up to an additional \$250 million (the "DBSD Investment").

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that: (a) the Corporation be, and it hereby is, authorized to consummate the DBSD Investment upon substantially the terms and conditions distributed to the members of the Board of Directors prior to the meeting and as discussed at the meeting, with such non-material modifications, changes, or amendments to such terms and conditions as the Chief Executive Officer or Executive Vice President, General Counsel, and Secretary of the Corporation (each, a "proper officer" and collectively, the "proper officers"), or any one of them, shall in their discretion approve; and (b) the execution and delivery of DBSD Investment documents consistent with such terms and conditions and the consummation of the transactions contemplated thereby by any proper officer, with such non-material modifications,

changes, or amendments to such terms and conditions as the Chief Executive Officer or Executive Vice President, General Counsel, and Secretary of the Corporation (each, a “proper officer” and collectively, the “proper officers”), or any one of them, shall approve, shall constitute conclusive evidence: (i) of such approval; and (ii) that the transactions have been authorized, ratified, and adopted hereby; and further

RESOLVED, that the proper officers of the Corporation be, and each one of them acting alone or with one or more proper officers hereby is, authorized, empowered and directed to consummate in the name of and on behalf of the Corporation, the DBSD Investment on such terms and conditions with such non-material modifications, changes, or amendments thereto as the proper officers (or any one of them) shall in their discretion approve; and further

RESOLVED, that the proper officers of the Corporation be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent of the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified and confirmed in all respects.

Messrs. Rehg, Kiser, Yadav, and Ridings then led a discussion on the potential opportunity for the Corporation to acquire substantially all of the assets of TerreStar Networks (“TerreStar”) in an auction conducted pursuant to Section 363 of the bankruptcy code (the “TerreStar Investment”). Mr. Rehg then walked the members of the Board of directors through EchoStar Corporation’s efforts to acquire a majority of the equity of TerreStar upon its emergence from bankruptcy, the problem’s encountered by EchoStar in structuring an agreement that satisfied the conditions demanded by the minority shareholders of TerreStar, and EchoStar’s ultimate decision to allow TerreStar to proceed to a Section 363 sale. Mr. Ergen then noted that he believed that the TerreStar Investment was a good opportunity for the Corporation because, among other things, of the potential synergies with the DBSD Investment and the lack of minority right provisions in a Section 363 sale.

After discussion and deliberation, upon motion duly made and seconded, the following resolutions were unanimously adopted:

NOW, THEREFORE, BE IT RESOLVED, that management of the Corporation be, and it hereby is, authorized to explore the TerreStar Investment upon substantially the terms and conditions discussed at the meeting; and further

CONFIDENTIAL

RESOLVED, that the proper officers of the Corporation be, and each one of them acting alone or with one or more other proper officers hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, from time to time, to make, execute and deliver, or cause to be made, executed and delivered, all such other and further agreements, certificates, instruments or documents, to pay or reimburse all such filing fees and other costs and expenses, and to do and perform or cause to be done or performed all such acts and things, as in their discretion or in the discretion of any of them may be necessary or desirable to enable the Corporation to accomplish the purposes and to carry out the intent of the foregoing resolutions; and further

RESOLVED, that any and all actions previously taken by any of the proper officers within the terms of the foregoing resolutions be, and the same hereby are, ratified and confirmed in all respects.

Termination

There being no further business to come before the meeting, the meeting was, upon motion duly made and seconded, terminated at 4:30 p.m., prevailing Mountain Time.

R. Stanton Dodge
Secretary

EXHIBIT 423

EXHIBIT 423

JA010184
009002

TX 102-009446

INTENTIONALLY OMITTED

JA010185
009003

TX 102-009447

FILED

NOV 28 2018

Alan J. Flinn
CLERK OF COURT

1 APEN

J. Stephen Peek, Esq. (1758)

2 Robert J. Cassity, Esq. (9779)

HOLLAND & HART LLP

3 9555 Hillwood Drive, 2nd Floor

4 Las Vegas, Nevada 89134

Tel: (702) 669-4600

5 Fax: (702) 669-4650

speek@hollandhart.com

6 bcassity@hollandhart.com

7 C. Barr Flinn (*Admitted pro hac vice*)

Emily V. Burton (*Admitted pro hac vice*)

8 YOUNG CONAWAY STARGATT & TAYLOR, LLP

Rodney Square, 1000 North King Street

9 Wilmington, DE 19801

Tel: (302) 571-6600

10 Fax: (302) 571-1253

11 *Attorneys for Special Litigation Committee of*
12 *Nominal Defendant DISH Network*
13 *Corporation*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 PLUMBERS LOCAL UNION NO. 519 PENSION
17 TRUST FUND and CITY OF STERLING
18 HEIGHTS POLICE AND FIRE RETIREMENT
19 SYSTEM, derivatively on behalf of nominal
20 defendant DISH NETWORK CORPORATION,

Plaintiffs,

21 v.

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

Defendants,

28 DISH NETWORK CORPORATION, a Nevada
corporation,

Nominal Defendant

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

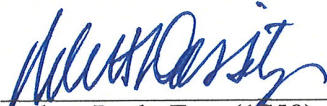
VOLUME 20 OF APPENDIX TO
THE REPORT OF THE SPECIAL
LITIGATION COMMITTEE OF
DISH NETWORK CORPORATION

HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

01:23903895.1

<u>Ex.</u>	<u>Date</u>	<u>Description</u>	<u>Page No.</u>
424	02/16/2011	Audit Committee Update Internal Audit & SOX 404	9004
425	03/14/2011	Letter from L. Rose to L. Greisman	9015
426	03/17/2011	Letter from L. Greisman to L. Rose	9028
427	03/31/2011	Email from J. DeFranco to M. Metzger	9031
428	04/22/2011	Email from B. Kitei to C. Ergen	9033
429	04/25/2011	Indirect Sales Channel Analysis	9035
430	04/25/2011	DISH Minutes of Audit Committee Meeting	9068
431	05/02/2011	DISH Minutes of Annual Board Meeting	9081
432	05/09/2011	Email from K. Ward to N. Primack	9096
433		INTENTIONALLY OMITTED	9102
434	07/20/2011	Letter from L. Rose to M. Dortch	9104
435	08/16/2011	Letter from J. Mitchell to Dish Network, LLC	9108
436	08/30/2011	Email from B. Kitei to A. Dexter, et al.	9110
437	08/30/2011	Email from S. Dodge to B. Kitei	9112
438	09/12/2011	Email from L. Kalani to S. Dodge	9123
439	11/01/2011	Audit Committee Update Internal Audit & SOX 404	9126
440	12/09/2011	Letter from S. Augustino to Secretary M. Dortch	9138
441	2011 - 2012	Schedule for DISH Board/Audit Committee Meetings	9141
442	02/02/2012	Email from J. Montano to D. Dudrey	9144
443	02/00/2012	PowerPoint: FCC Amends TCPA	9150
444	02/13/2012	DISH Minutes Audit Committee Meeting	9162

DATED this 28th day of November 2018.

By 
J. Stephen Peek, Esq. (1758)
Robert J. Cassity, Esq. (9779)
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

C. Barr Flinn (*Admitted pro hac vice*)
Emily V. Burton (*Admitted pro hac vice*)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street
Wilmington, DE 19801

*Attorneys for the Special Litigation Committee of
Nominal Defendant DISH Network Corporation*