

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **October 2, 2015 (October 1, 2015)**

DISH NETWORK CORPORATION

(Exact name of registrant as specified in its charter)

NEVADA

(State or other jurisdiction of
incorporation)

0-26176

(Commission File Number)

88-0336997

(IRS Employer
Identification No.)

**9601 S. MERIDIAN BLVD.
ENGLEWOOD, COLORADO**

(Address of principal executive offices)

80112

(Zip Code)

(303) 723-1000

(Registrant's telephone number, including area code)

DISH DBS CORPORATION

(Exact name of registrant as specified in its charter)

COLORADO

(State or other jurisdiction of
incorporation)

333-31929

(Commission File Number)

84-1328967

(IRS Employer
Identification No.)

**9601 S. MERIDIAN BLVD.
ENGLEWOOD, COLORADO**

(Address of principal executive offices)

80112

(Zip Code)

(303) 723-1000

(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

AWS-3 Auction

As previously disclosed in its public filings, DISH Network Corporation ("DISH"), through its wholly-owned subsidiaries American AWS-3 Wireless II L.L.C. ("American II") and American AWS-3 Wireless III L.L.C. ("American III"), has made certain non-controlling investments in the parent companies of Northstar Wireless, LLC ("Northstar Wireless") and SNR Wireless LicenseCo, LLC ("SNR Wireless"), respectively. Northstar Wireless and SNR Wireless each filed applications with the Federal Communications Commission (the "FCC") for Auction 97 (the "Auction") to acquire certain AWS-3 wireless spectrum licenses (the "AWS-3 Licenses"). Each of Northstar Wireless and SNR Wireless applied to receive bidding credits of 25% as designated entities under applicable FCC rules.

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

On August 18, 2015, the FCC released a *Memorandum Opinion and Order*, FCC 15-104 (the “Order”) in which the FCC determined, among other things, that DISH has a controlling interest in, and was an affiliate of, Northstar Wireless and SNR Wireless, and therefore DISH’s revenues should be attributed to them, which in turn makes Northstar Wireless and SNR Wireless ineligible to receive the 25% bidding credits (approximately \$1.961 billion for Northstar Wireless and \$1.370 billion for SNR Wireless) (each a “Bidding Credit Amount” and collectively the “Bidding Credit Amounts”). On September 17, 2015, the FCC issued an order granting the joint request by Northstar Wireless and SNR Wireless to extend to October 1, 2015 the deadline to pay their respective Bidding Credit Amount.

On October 1, 2015, DISH, American II, American III, Northstar Wireless, SNR Wireless, and certain other entities holding certain interests in Northstar Wireless and SNR Wireless, entered into a series of arrangements with respect to the AWS-3 Licenses, as further described below. The summary below does not purport to be complete and is qualified in its entirety by reference to the provisions of the various agreements.

· ***Letters Exchanged between Northstar Wireless and the FCC Wireless Bureau***

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

As a result of the nonpayment of those gross winning bid amounts, the FCC will retain those licenses and Northstar Wireless owes the FCC an additional interim payment of approximately \$334 million (the “Northstar Interim Payment”), which is equal to 15% of \$2.226 billion. Northstar Wireless immediately satisfied the Northstar Interim Payment through the application of funds already on deposit with the FCC and an additional loan from American II of approximately \$69 million. As a result, the FCC will not deem Northstar Wireless to be a “current defaulter” under applicable FCC rules.

In addition, the FCC Wireless Bureau acknowledged that Northstar Wireless’ nonpayment of those gross winning bid amounts does not constitute action involving gross misconduct, misrepresentation or bad faith. Therefore, the FCC concluded that such nonpayment will not affect the eligibility of Northstar Wireless, its investors (including DISH) or their respective affiliates to participate in future spectrum auctions (including the broadcast incentive auction and any re-auction of the AWS-3 Licenses retained by the FCC). At this time,

DISH (through itself, a subsidiary or another entity in which it may hold a direct or indirect interest) expects to participate in any such re-auction of those AWS-3 Licenses.

In the event that the subsequent winning bids from the re-auction or other award of the AWS-3 Licenses retained by the FCC are greater than or equal to Northstar Wireless’ winning bids, no additional amounts will be owed to the FCC. However, to the extent that the subsequent winning bids are less than Northstar Wireless’ winning bids, Northstar Wireless will be responsible for the difference (the “Northstar Deficiency Payment(s)”). The total Northstar Deficiency Payment will generally be limited to the amount of the gross winning bid amounts for the 84 AWS-3 Licenses retained by the FCC.

· ***Amendment to Northstar Wireless Credit Agreement***

On October 1, 2015, American II, Northstar Wireless and Northstar Spectrum, LLC (“Northstar Spectrum”), the parent of Northstar Wireless, amended (the “Northstar Amendment”) the First Amended and Restated Credit Agreement dated October 13, 2014, by and among American II, Northstar Wireless and Northstar Spectrum (as amended, the “Northstar Credit Agreement”), to provide, among other things, that: (i) the Northstar Interim Payment and any Northstar Deficiency Payment will be made by American II directly to the FCC and will be deemed as loans under the Northstar Credit Agreement; (ii) the FCC is a third-party beneficiary with respect to American II’s obligation to pay the Northstar Interim Payment and any Northstar Deficiency Payment; (iii) the purchaser, assignee or transferee of any AWS-3 Licenses from Northstar Wireless is obligated to pay its pro-rata share of each Northstar Deficiency Payment (and Northstar Wireless remains jointly and severally liable for such pro-rata share); and (iv) during the period between the due date for the payments guaranteed under the FCC Northstar Guaranty (as discussed below) and the date such guaranteed payments are paid, Northstar Wireless’ payment obligations to American II under the Northstar Credit Agreement will be subordinated to such guaranteed payments. A copy of the Northstar Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

· ***DISH Guaranty in Favor of the FCC for Certain Northstar Wireless Obligations***

On October 1, 2015, DISH entered into a guaranty in favor of the FCC (the “FCC Northstar Guaranty”) with respect to the Northstar Interim Payment (which was satisfied on October 1, 2015) and any Northstar Deficiency Payment. Furthermore, during the period between the due date for the payments guaranteed under the FCC Northstar Guaranty and the date such guaranteed payments are paid: (i) Northstar Wireless’ payment obligations to American II under the Northstar Credit Agreement will be subordinated to such guaranteed payments; and (ii) DISH or American II will withhold exercising certain rights as a creditor of Northstar Wireless. A copy of the FCC Northstar Guaranty is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

· ***Letters Exchanged between SNR Wireless and the FCC Wireless Bureau***

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

As a result of the nonpayment of those gross winning bid amounts, the FCC will retain those licenses and SNR Wireless owes the FCC an additional interim payment of approximately \$182 million (the “SNR Interim Payment”), which is equal to 15% of \$1.211 billion. SNR Wireless immediately satisfied the SNR Interim Payment through a portion of an additional loan from American III of an aggregate amount of approximately \$344 million. As a result, the FCC will not deem SNR Wireless to be a “current defaulter” under applicable FCC rules.

In addition, the FCC Wireless Bureau acknowledged that SNR Wireless’ nonpayment of those gross winning bid amounts does not constitute action involving gross misconduct, misrepresentation or bad faith. Therefore,

the FCC concluded that such nonpayment will not affect the eligibility of SNR Wireless, its investors (including DISH) or their respective affiliates to participate in future spectrum auctions (including the broadcast incentive auction and any re-auction of the AWS-3 Licenses retained by the FCC). At this time, DISH (through itself, a subsidiary or another entity in which it may hold a direct or indirect interest) expects to participate in any such re-auction of those AWS-3 Licenses.

In the event that the subsequent winning bids from the re-auction or other award of the AWS-3 Licenses retained by the FCC are greater than or equal to SNR Wireless' winning bids, no additional amounts will be owed to the FCC. However, to the extent that the subsequent winning bids are less than SNR Wireless' winning bids, SNR Wireless will be responsible for the difference (the "SNR Deficiency Payment(s)"). The total SNR Deficiency Payment will generally be limited to the amount of the gross winning bid amounts for the 113 AWS-3 Licenses retained by the FCC.

· ***Amendment to SNR Wireless Credit Agreement***

On October 1, 2015, American III, SNR Wireless and SNR Wireless HoldCo, LLC ("SNR HoldCo"), the parent of SNR Wireless, amended (the "SNR Amendment") the First Amended and Restated Credit Agreement dated October 13, 2014, by and among American III, SNR Wireless and SNR HoldCo (as amended, the "SNR Credit Agreement"), to provide, among other things, that: (i) the SNR Interim Payment and any SNR Deficiency Payment will be made by American III directly to the FCC and will be deemed as loans under the SNR Credit Agreement; (ii) the FCC is a third-party beneficiary with respect to American III's obligation to pay the SNR Interim Payment and any SNR Deficiency Payment; (iii) the purchaser, assignee or transferee of any AWS-3 Licenses from SNR Wireless is obligated to pay its pro-rata share of each SNR Deficiency Payment (and SNR Wireless remains jointly and severally liable for such pro-rata share); and (iv) during the period between the due date for the payments guaranteed under the FCC SNR Guaranty (as discussed below) and the date such guaranteed payments are paid, SNR Wireless' payment obligations to American III under the SNR Credit Agreement will be subordinated to such guaranteed payments. A copy of the SNR Amendment is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

· ***DISH Guaranty in Favor of the FCC for Certain SNR Wireless Obligations***

On October 1, 2015, DISH entered into a guaranty in favor of the FCC (the "FCC SNR Guaranty") with respect to the SNR Interim Payment (which was satisfied on October 1, 2015) and any SNR Deficiency Payment. Furthermore, during the period between the due date for the payments guaranteed under the FCC SNR Guaranty and the date such guaranteed payments are paid: (i) SNR Wireless' payment obligations to American III under the SNR Credit Agreement will be subordinated to such guaranteed payments; and (ii) DISH or American III will withhold exercising certain rights as a creditor of SNR Wireless. A copy of the FCC SNR Guaranty is attached hereto as Exhibit 10.4 and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On October 1, 2015, DISH entered into the FCC Northstar Guaranty as described under Item 1.01 above. The description of the FCC Northstar Guaranty under Item 1.01 above is incorporated into this Item 2.03 by reference.

On October 1, 2015, American II entered into the Northstar Amendment as described under Item 1.01 above. The description of the Northstar Amendment under Item 1.01 above is incorporated into this Item 2.03 by reference.

On October 1, 2015, DISH entered into the FCC SNR Guaranty as described under Item 1.01 above. The description of the FCC SNR Guaranty under Item 1.01 above is incorporated into this Item 2.03 by reference.

On October 1, 2015, American III entered into the SNR Amendment as described under Item 1.01 above. The description of the SNR Amendment under Item 1.01 above is incorporated into this Item 2.03 by reference.

Item 8.01 Other Events.

On October 1, 2015, DISH issued a press statement regarding AWS-3 spectrum. A copy of the press statement is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Second Amendment, dated October 1, 2015, to the First Amended and Restated Credit Agreement dated October 13, 2014, among American AWS-3 Wireless II L.L.C., Northstar Wireless, LLC and Northstar Spectrum, LLC, as first amended on February 12, 2015
10.2	Guaranty of Certain Obligations to FCC, dated as of October 1, 2015, made by DISH Network Corporation in favor of the Federal Communications Commission (Northstar Wireless)
10.3	Second Amendment, dated October 1, 2015, to the First Amended and Restated Credit Agreement dated October 13, 2014, among American AWS-3 Wireless III L.L.C., SNR Wireless LicenseCo, LLC and SNR Wireless HoldCo, LLC, as first amended on February 12, 2015
10.4	Guaranty of Certain Obligations to FCC, dated as of October 1, 2015, made by DISH Network Corporation in favor of the Federal Communications Commission (SNR Wireless)

SIGNATURE

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

DISH NETWORK CORPORATION
DISH DBS CORPORATION

Date: October 2, 2015

By: /s/ R. Stanton Dodge

R. Stanton Dodge
Executive Vice President, General
Counsel and Secretary

Exhibit Index

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10.4	Guaranty of Certain Obligations to FCC, dated as of October 1, 2015, made by DISH Network Corporation in favor of the Federal Communications Commission (SNR Wireless)
99.1	Press Statement "DISH Statement on AWS-3 Spectrum" dated October 1, 2015

EXECUTION-FINAL

**SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED
CREDIT AGREEMENT BY AND AMONG AMERICAN AWS-3 WIRELESS II L.L.C.,
NORTHSTAR SPECTRUM, LLC AND NORTHSTAR WIRELESS, LLC**

This Second Amendment ("Amendment") to the First Amended and Restated Credit Agreement by and among American AWS-3 Wireless II L.L.C. ("Lender"), Northstar Wireless, LLC ("Borrower") and Northstar Spectrum, LLC ("Guarantor") and Northstar Manager, LLC ("NSM") (solely with respect to Section 5 below) dated as of October 13, 2014 and amended as of February 12, 2015 (the "Credit Agreement") is made and entered into as of October 1, 2015.

WHEREAS, the Federal Communications Commission ("FCC") released a *Memorandum Opinion and Order*, FCC 15-104 on August 18, 2015 (the "Order"), whereby it determined, among other things, that Borrower is not a Qualified Person and therefore was not entitled to receive \$1,961,264,850 in bidding credits; and

WHEREAS, as a result, among other things, of the Order, Lender, Borrower and Guarantor desire to modify certain provisions of the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and in the Credit Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Credit Agreement on the terms and conditions contained herein.

Section 1. The definition of "Acquisition Sub-Limit" contained in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**Acquisition Sub-Limit**" shall mean the dollar amount equal to the sum of (a) the net purchase price of all Licenses for which Borrower is the Winning Bidder in the Auction minus the amount of all capital contributions made by the Guarantor to the Borrower for the purpose of making payments to the FCC, plus (b) all amounts needed by Borrower to make any net bid withdrawal payments pursuant to Section 2.2(a)(ii), which shall be used solely to participate in the Auction and to pay the net winning bids for licenses for which Borrower is the Winning Bidder, including to make any required deposits or down payments to the FCC in connection therewith, and to make any such net bid withdrawal payments, plus (c) \$69,055,200 (the "Additional FCC Amount") which amount, together with the amount of the gross winning bids for those specific Licenses for which Borrower is the Winning Bidder and with respect to which Borrower will not be paying the gross winning bid amounts and with respect to which Borrower therefore understands that it will be deemed to have defaulted, pursuant to the letters exchanged between Borrower and the FCC Wireless Bureau, is equal to \$1,961,264,850 plus the \$333,919,350 additional payment due to the FCC in connection with such default pursuant to 47 C.F.R.

1

§1.2104(g)(2)(ii) (calculated on an interim basis), plus (d) such amounts due to the FCC pursuant to 47 C.F.R. §1.2104(g)(2)(i) as deficiency payments in connection with such default (with respect to clause (d) only, each an "FCC Deficiency Payment") less any over-payment of the additional payments described in clause (c) and less any Transferred License Deficiency Payment (as defined below)."

Section 2. The following are hereby added as new subsections (iv), (v), (vi) and (vii) of Section 2.2(a) of the Credit Agreement (and the existing subsection (iv) thereof is hereby renumbered as subsection (viii) thereof):

(iv) On the date on which Borrower is required to submit such Additional FCC Amount to the FCC, Lender or DISH Network Corporation ("DISH") (solely in the event that DISH is obligated to pay the Additional FCC Amount pursuant to the Guaranty made by DISH in favor of the FCC on October 1, 2015 (the "Guaranty")) shall transfer immediately available funds, directly to the FCC in a principal amount equal to the Additional FCC Amount, which will be deemed to be a Loan by Lender to Borrower in a principal amount equal to the Additional FCC Amount.

(v) In the event that: (a) an FCC Deficiency Payment is due and owing to the FCC; and (b) as of the date such payment is due and owing to the FCC, neither Borrower nor a Borrower Subsidiary has previously consummated, or has currently entered into, a contract to sell, assign or otherwise transfer (other than to a Borrower Subsidiary in accordance with Section 6.15(a) of this Credit Agreement) any of the Licenses for which Borrower is the Winning Bidder (other than those Licenses with respect to which Borrower will not be paying the gross winning bid amounts and with respect to which Borrower therefore understands that it will be deemed to have defaulted, pursuant to the letters exchanged between Borrower and the FCC Wireless Bureau) (the "Remaining Licenses"), then on the date on which Borrower is required to submit such due and owing FCC Deficiency Payment to the FCC, notwithstanding the conditions precedent to making a Loan set forth in Section 2.4, Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) shall transfer immediately available funds directly to the FCC in a principal amount equal to the amount of such due and owing FCC Deficiency Payment, which will be deemed to be a Loan to Borrower (each, an "FCC Deficiency Payment Amount Loan").

(vi) In the event that Borrower or a Borrower Subsidiary enters into any contract to sell, assign or otherwise transfer any of the Remaining Licenses pursuant to Section 6.3 of the LLC Agreement or Section 3.1 of the Intercreditor and Subordination Agreement: (a) Borrower or the Borrower Subsidiary, as applicable, shall condition each and every such

2

sale, assignment or transfer upon the assumption by any purchaser, assignee or transferee (each, a "Transferee") of the following obligations: (x) payment of the pro-rata share of all past, present and future Deficiency Payments attributable to the Licenses to be sold, assigned or transferred calculated as follows: (i) the aggregate amount of each past, present and future FCC Deficiency Payment (which, for the avoidance of doubt, would

be a maximum of \$2,226,129,000 (if all of the Remaining Licenses were being sold, assigned or transferred), plus any additional amounts for interest and enforcement and recovery costs and expenses with respect to any FCC Deficiency Payments as set forth in Section 1(b) of the Guaranty); multiplied by (ii) ((1) the aggregate amount of the gross winning bids at Auction 97 for the Licenses to be sold, assigned or transferred; divided by (2) the aggregate amount of the gross winning bids at Auction 97 for all the Remaining Licenses) (each, a “Transferred License Deficiency Payment”); and (y) any Transferred License Deficiency Payment: (i) will first be made by Transferee via direct payment to the FCC by Transferee to satisfy any due and owing FCC Deficiency Payment then currently due and owing to the FCC; and (ii) any excess Transferred License Deficiency Payment, after payment to the FCC under the immediately preceding clause (i), will be made (A) first, to NSM for any Put Price then due and owing, and after the Put Price has been paid in full, then (B) to Lender by Transferee, which payment to Lender shall be considered a partial prepayment of the Loans; and (b) on any date thereafter on which Borrower is required to submit a due and owing FCC Deficiency Payment to the FCC, notwithstanding the conditions precedent to making a Loan set forth in Section 2.4, Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) shall transfer immediately available funds directly to the FCC in a principal amount equal to the result of the following formula, which will be deemed to be a Loan to Borrower: (x) the amount of such due and owing FCC Deficiency Payment; minus (y) any Transferred License Deficiency Payments required to be made to the FCC at such time (each, an “Remaining FCC Deficiency Payment Amount Loan”). For the avoidance of doubt, Borrower acknowledges and agrees that it shall remain jointly and severally liable with the applicable Transferee for each Transferred License Deficiency Payment.

(vii) Lender, Borrower and Guarantor hereby acknowledge and agree: (a) that Lender’s obligations to fund due and owing FCC Deficiency Payments under Sections 2.2(a)(v) and (vi) above are intended by the Borrower to induce the FCC to take certain actions and to forbear from taking certain actions as set forth in the letters described above notwithstanding Borrower’s deemed default in failing to pay certain gross winning bid amounts; and (b) that the FCC is the intended third-party beneficiary with respect to Lender’s obligations to fund due and owing FCC Deficiency Payments pursuant to Sections 2.2(a)(v) and (vi) with

3

the right to enforce Lender’s obligations to fund FCC Deficiency Payment Amount Loans pursuant to Section 2.2(a)(v) above and Remaining FCC Deficiency Payment Amount Loans pursuant to Section 2.2(a)(vi) above. In the event that multiple due and owing FCC Deficiency Payments become due and owing to the FCC on different dates, then Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) shall submit payment directly to the FCC on the corresponding date that each such applicable due and owing FCC Deficiency Payment is due and owing to the FCC in a principal amount determined pursuant to Section 2.2(a)(v) or (vi) above, as applicable, each of which will be deemed to be a Loan to Borrower. It is understood and agreed that the Lender and the Borrower intend that the Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) will fund any due and owing FCC Deficiency Payment in an amount determined pursuant to Section 2.2(a)(v) or (vi) above, as applicable, with its own funds, and not with any funds of the Borrower or any Borrower Subsidiary. For the avoidance of doubt and to help ensure that no funds of the Borrower or any of its Subsidiaries or Affiliates are used to satisfy the obligations of the Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) to fund any due and owing FCC Deficiency Payment, it is understood and agreed that any obligation to reimburse the Lender for any due and owing FCC Deficiency Payment shall arise only following payment by the Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) in accordance with the terms of this Agreement.”

Section 3. The following is hereby added as a new subsection (g) of Section 2.3 of the Credit Agreement:

“g. Any present or future debt, liability or obligation Borrower or any Borrower Subsidiary now or hereafter owes to Lender under any Loan and any of the rights and remedies of Lender under this Credit Agreement shall remain in full force and effect, and Lender and its Affiliates reserve any and all rights and remedies they may have under any one or more of the Loan Documents in accordance with Applicable Law; provided however that, in the event that at any time a demand is made by the FCC in accordance with Section 1(c) of the Guaranty with respect to a Guaranteed Obligation (as defined in the Guaranty) or in accordance with Section 2 of the Guaranty with respect to any amount avoided, rescinded or recovered, and DISH fails to make timely payment pursuant to the Guaranty, then, from that time until such time as payment is made in full to the FCC (and only during such period), any indebtedness of Borrower now or hereafter held by Lender, whether directly or indirectly through any one or more of its Affiliates, shall be subordinated in right of payment to such Guaranteed Obligations (as

4

defined in the Guaranty), and any such indebtedness collected or received by Lender after any such Guaranteed Obligation (as defined by the Guaranty) has become due from Borrower, and any amount paid to Lender or DISH on account of any subrogation, reimbursement, indemnification or contribution rights referred to in Section 9(a) of the Guaranty shall be held in trust for the FCC and shall promptly be paid over to the FCC to be credited and applied against the Guaranteed Obligations (as defined in the Guaranty); provided that, without affecting, impairing or limiting in any manner the liability of DISH under any other provision of the Guaranty, any payment on such indebtedness received by Lender or DISH at any other time shall be permitted and need not be held in trust for or paid over to the FCC. Lender, Borrower and Guarantor hereby acknowledge and agree that the FCC is an intended third-party beneficiary of this Credit Agreement with respect to, and with the right to enforce, such subordination pursuant to this Section 2.3(g). Furthermore, Borrower and its Affiliates hereby acknowledges and agree that it and its Affiliates will not assert waiver, estoppel, laches, or any similar claim related to the failure of Lender or any of its Affiliates to exercise any claims, rights or remedies in the event such subordination is in effect or otherwise and that any statute of limitations or similar limitation will be tolled during any period in which subordination pursuant to this Section 2.3(g) is in effect.”

Section 4. Section 8.16 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“8.16 Except solely with respect to the designation of the FCC as an intended third-party beneficiary of certain obligations described in Sections 2.2(a)(vii) and 2.3(g) of this Credit Agreement (which were added in Sections 2 and 3 of the Second Amendment to this Credit Agreement), this Credit Agreement is entered into solely for the benefit of the parties and no Person, other than the parties and their respective successors and permitted assigns, may exercise any right or enforce any obligation hereunder, and nothing herein expressed or implied will create or be construed to create any third-party beneficiary rights hereunder. Except as otherwise expressly provided herein in Section 2.3(g) (which was added in Section 3 of the Second Amendment to this Credit Agreement), nothing in this Credit Agreement shall impair, as between the Borrower and the Borrower Subsidiaries and NSM, or as between the Borrower and the Borrower Subsidiaries and Lender, the obligations of the Borrower and the Borrower

Subsidiaries to pay principal, interest, fees, and other amounts as provided in the Interest Purchase Agreement or the NSM Security Documents, or in the Intercreditor and Subordination Agreement or the Loan Documents, respectively.”

Section 5. The following is hereby added as a new Section 8.18 of the Credit Agreement:

“8.18 Notwithstanding any provisions of the Intercreditor and Subordination Agreement or the NSM Security Documents to the contrary, in the event that (a) Guarantor is in breach of Section 8.1 of the LLC Agreement by failing to pay the Put Price when due following the exercise of the Put Right thereunder and License Company is in breach of Sections 2.2-2.4 of the Interest Purchase Agreement by failing to pay the Put Price when due following the exercise of the Put thereunder; and (b) NSM is exercising its rights to sell, assign or transfer NSM Collateral (as defined in the Intercreditor and Subordination Agreement) pursuant to Section 3.1 of the Intercreditor and Subordination Agreement; then each of Lender, Borrower, Guarantor and NSM hereby agree that: (i) the “Interest Purchase Agreement Obligations” (as defined in the Intercreditor and Subordination Agreement) and the “Obligations” (as defined in each of the NSM Security Documents) shall each be deemed to include the amount of any Transferred Licensed Deficiency Payment(s) applicable to the NSM Collateral being sold, assigned or transferred; and (ii) for avoidance of doubt under the Intercreditor and Subordination Agreement and each of the NSM Security Documents, all such Obligations and Interest Purchase Agreement Obligations (including any such Transferred License Deficiency Payment(s)) shall be deemed to be owed to NSM; provided that NSM or Borrower or a Borrower Subsidiary promptly remits or causes to be promptly remitted to the FCC any Transferred Licensed Deficiency Payment applicable to the NSM Collateral being sold, assigned or transferred using the proceeds of such sale, assignment or transfer.”

Section 6. Except as expressly amended hereby, the Credit Agreement remains in full force and effect in accordance with its terms.

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

AMERICAN AWS-3 WIRELESS II L.L.C.
as Lender

By: _____
Name:
Title:

NORTHSTAR WIRELESS, LLC
As Borrower

By: Northstar Spectrum, LLC
Its sole member
By: Northstar Manager, LLC
Its Manager
By: Doyon, Limited
Its Manager

By: _____
Name: _____
Title: _____

NORTHSTAR SPECTRUM, LLC
As Guarantor

By: Northstar Manager, LLC
Its Manager

By: Doyon, Limited
Its Manager

By: _____
Name:
Title:

NORTHSTAR MANAGER, LLC
(solely with respect to Section 5 above)
By: Doyon, Limited
Its Manager

By: _____
Name:
Title:

GUARANTY OF CERTAIN OBLIGATIONS TO FCC

This GUARANTY OF CERTAIN OBLIGATIONS TO FCC (this "Guaranty"), dated as of October 1, 2015 (the "Effective Date"), is made by DISH Network Corporation, a Nevada corporation, (the "Guarantor") in favor of the Federal Communications Commission (the "FCC" or "Beneficiary"). Each of Guarantor and Beneficiary may be referred to herein individually as a "Party" and together as the "Parties."

W I T N E S S E T H :

WHEREAS, the FCC released a *Memorandum Opinion and Order*, FCC 15-104 on August 18, 2015 (the "Order") whereby it determined, among other things, that Northstar Wireless, LLC (together with its successors and assigns, "Northstar Wireless") was not entitled to receive \$1,961,264,850 in bidding credits in connection with FCC Auction 97 (the "Auction");

WHEREAS, following the release of the Order, Northstar Wireless: (i) will not be paying the gross winning bid amounts for certain licenses for which it was the winning bidder at the Auction and with respect to which Northstar Wireless therefore understands that it will be deemed to have defaulted; and (ii) has committed by letter to the FCC Wireless Bureau dated October 1, 2015 (the "Northstar Wireless Letter") that it will pay to the FCC the amount of \$69,055,200 pursuant to 47 C.F.R. §1.2104(g)(2) (the "Default Payment") on or before October 1, 2015;

WHEREAS, Northstar Wireless has acknowledged that it is obligated to pay one or more amounts that may become due to the Beneficiary pursuant to 47 C.F.R. §1.2104(g)(2)(i) as deficiency payments in connection with any deemed default with respect to the licenses identified on Attachment 2 of the Northstar Wireless Letter less any over-payment of additional payments previously made to the FCC in connection with such default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (that was calculated on an interim basis) ("Deficiency Payments") and, together with the Default Payment, the "Guaranteed Obligations";

WHEREAS, pursuant to the First Amended and Restated Credit Agreement, dated as of October 13, 2014 (as amended from time to time, the "Credit Agreement") by and among American AWS-3 Wireless II L.L.C., an affiliate of the Guarantor, as lender (the "Lender"), Northstar Wireless, as borrower, and Northstar Spectrum, LLC, as guarantor, the Lender has committed to make loans to Northstar Wireless by making payment of the Default Payment and any properly due and owing Deficiency Payments to the Beneficiary on behalf of Northstar Wireless, upon which the amount of such Default Payment and Deficiency Payments will be deemed by the Lender,

Northstar Wireless, as borrower, and Northstar Spectrum, LLC, as guarantor, to be loans extended by the Lender to Northstar Wireless pursuant to the Credit Agreement;

WHEREAS, the Beneficiary has agreed to accept this Guaranty from Guarantor in connection with Northstar Wireless's response to the Order; and

WHEREAS, the Guarantor has determined that it will obtain benefits from issuing this Guaranty and from the payment of the Default Payment and Deficiency Payment as set forth herein and, accordingly, desires to execute this Guaranty in favor of the Beneficiary;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Guarantor, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby makes the following representations and warranties to the Beneficiary and hereby covenants and agrees with the Beneficiary as follows:

1. GUARANTY OF CERTAIN PAYMENTS.

- a) Guarantor irrevocably and unconditionally guaranties, as primary obligor and not merely as surety, the due and punctual payment in full to the Beneficiary of each and every Guaranteed Obligation as and when the same shall become due from time to time (including amounts that would become due but for the operation of the United States Bankruptcy Code or other applicable law) in accordance with Section 1(c). For the avoidance of doubt, the Guaranteed Obligations include any and all payment obligations of Northstar Wireless to the Beneficiary in respect of the Default Payment and any Deficiency Payments, in each case now or hereafter made, incurred or created, and with respect to the Deficiency Payments whether now absolute or contingent, liquidated or unliquidated, or due or not due; provided that, with respect to any Deficiency Payments, (i) the amount(s) thereof shall be calculated solely pursuant to 47 C.F.R. §1.2104(g)(2) (including the deduction of any over-payment of additional payments to the FCC in connection with the deemed default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (calculated on an interim basis) with respect to the licenses identified on Attachment 2 of the Northstar Wireless Letter); and (ii) the amount of Deficiency Payments that the Guarantor is obligated to pay under this Guaranty in respect thereof shall in no event exceed \$2,226,129,000 in the aggregate, plus only those specific additional amounts specified for interest and enforcement and recovery costs and expenses with respect to Deficiency Payments under Section 1(b) hereof.
- b) The Guaranteed Obligations shall include in addition, to the fullest extent permitted by law, (i) any interest on any portion of the Guaranteed Obligations that accrues in accordance with 47 C.F.R. §1.1940 whether before or after the commencement of any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Northstar Wireless (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by

operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceeding had not been commenced), provided that, no interest shall accrue with respect to any Guaranteed Obligation prior to the date that such Default Payment or Deficiency Payment, as applicable, shall become due from Northstar Wireless; and (ii) all costs and expenses of enforcement or recovery with respect to the Default Payment and any Deficiency Payments which Beneficiary may be entitled to recover at any time from Northstar Wireless under 47 C.F.R. §1.1941.

- c) In the event that Northstar Wireless fails to pay any Guaranteed Obligation (whether from its own funds on hand or pursuant to an advance by the Lender under the Credit Agreement) when and as the same becomes due, then the Beneficiary shall provide written notice of such payment breach (including, without limitation, the amount(s) due) to the Guarantor and the Guarantor shall, within four (4) New York banking days of receipt of such written demand from the Beneficiary pay or cause to be paid to the Beneficiary an amount equal to such unpaid Guaranteed Obligation in United States Dollars by wire transfer of immediately available funds to such bank and account as is designated by the Beneficiary in such notice. The Beneficiary shall be entitled to issue, and the Guarantor shall be obligated to pay, as many demands hereunder as there may occur failures by Northstar Wireless to pay Guaranteed Obligations when due.

2. **REINSTATEMENT OF CERTAIN OBLIGATIONS.**

- a) In the event that (i) all or any portion of the Guaranteed Obligations are paid by Northstar Wireless and (ii) all or any part of such Guaranteed Obligations are avoided, rescinded or recovered directly or indirectly from the Beneficiary, whether as a preference pursuant to Section 547 of the Bankruptcy Code, on the basis of fraudulent transfer, or based on any similar provision of applicable law, pursuant to an order issued by a court of competent jurisdiction acting within its authority, then the obligations of the Guarantor under this Guaranty shall continue and remain in full force and effect or be reinstated, as the case may be, to the extent of such portion of the Guaranteed Obligations that has been so avoided, rescinded or recovered and Guarantor shall, within four (4) New York banking days of receipt of written demand from the Beneficiary, pay or cause to be paid to the Beneficiary an amount equal to such portion of the Guaranteed Obligations that has been so avoided, rescinded or recovered.
- b) In the event that Beneficiary becomes a party to or otherwise receives notice of any action to avoid, rescind or recover any such payment, Beneficiary shall, prior to Beneficiary taking any action (including payment) with respect to any such claim for avoidance, rescission or recovery, provide prompt written notice thereof to the Guarantor. In the event that Guarantor seeks to intervene in any such action (whether pursuant to Rule 24 of the Federal Rules of Civil Procedure as made

applicable pursuant to Rule 7024 of the Federal Rules of Bankruptcy Procedure or otherwise) for the purpose of opposing any such avoidance, rescission or recovery: (i) the Beneficiary agrees that it will not oppose the Guarantor's intervention in any such action for the purpose of opposing any such avoidance, rescission or recovery; and (ii) Beneficiary will take such actions as are then available to it pursuant to applicable law and regulation as may be necessary to assist Guarantor in connection with Guarantor's intervention and opposition to any such avoidance, rescission or recovery. Upon payment to the Beneficiary by the Guarantor of any amount avoided, rescinded or recovered, Beneficiary will promptly assign to Guarantor any actions, claims, rights, or lawsuits of any nature whatsoever (including without limitation, any payment or right to receive any payment), whether against Northstar Wireless, a bankruptcy estate, or any other party, arising out of or in connection with such avoidance, rescission or recovery (the "Beneficiary Assignment"). Beneficiary hereby agrees to execute or cause to be executed such other agreements, instruments and other documents as may be necessary in order to evidence and effect the Beneficiary Assignment.

3. **TERM.** This Guaranty shall commence on the Effective Date and continue until the date upon which all Guaranteed Obligations have been paid to the Beneficiary and any and all periods with respect to which Section 2 above may apply under applicable law have expired without Section 547 of the Bankruptcy Code, any fraudulent transfer law, or any similar provision of applicable law, and such Section 2 having come into effect.

4. **NATURE OF LIABILITY.** The liability of the Guarantor hereunder is exclusive and independent of any security for, or other guaranty of, the obligations of Northstar Wireless to the Beneficiary, and the liability of the Guarantor hereunder shall not be affected or impaired by any direction as to application of payment by Northstar Wireless (which Northstar Wireless hereby acknowledges would be invalid).

5. **INDEPENDENT OBLIGATION.**

- a) The obligations of the Guarantor hereunder are separate obligations from those of any other guarantor, Northstar Wireless or Lender, and a separate action or actions may be brought and prosecuted against the Guarantor whether or not action is brought against any other guarantor, Northstar Wireless or Lender and whether or not Northstar Wireless or Lender be joined in any such action or actions. Any circumstance that operates to toll any statute of limitations as to Northstar Wireless or Lender shall operate to toll the statute of limitations as to the Guarantor.
- b) The Guarantor has knowledge, and assumes all responsibility for being and keeping itself informed, of Northstar Wireless's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder. The Guarantor acknowledges and agrees that the

Beneficiary shall have no duty to advise the Guarantor of information known to them regarding any of the aforementioned circumstances or risks.

6. **GUARANTY ABSOLUTE.** The obligations of Guarantor hereunder are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance which constitutes a legal or equitable discharge of a guarantor or surety, other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, the Guarantor agrees that: (a) this Guaranty is a guaranty of payment when due and not of collectability; (b) this Guaranty is a primary obligation of Guarantor and not merely a contract of surety; and (c) so long as the Guaranteed Obligations are then due and payable, the Beneficiary may enforce this Guaranty notwithstanding the existence of any dispute between Northstar Wireless or Lender and Beneficiary with respect to any Guaranteed Obligations.

7. **CONTINUING GUARANTY.** This Guaranty is a continuing guaranty and all liabilities to which it applies under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Beneficiary in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which the Beneficiary would otherwise have. It is not necessary for the Beneficiary to inquire into the capacity or powers of Northstar Wireless or the Guarantor or the officers, directors, partners or agents acting or purporting to act on their behalf.

8. **WAIVERS.** Guarantor waives, to the fullest extent permitted by applicable law, for the benefit of Beneficiary: (a) any right to require the Beneficiary, as a condition of payment or performance by Guarantor, to (i) proceed against Northstar Wireless, the Lender or any other person or entity,

(ii) proceed against or exhaust any collateral, any other guarantor of the Guaranteed Obligations or any other person or entity, or (iii) pursue any other remedy in the power of Beneficiary; (b) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (c) (i) any principles or provisions of law, statutory or otherwise, that conflict with the terms of this Guaranty to the extent that they interfere with its performance, (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set-offs (other than any over-payment of additional payments previously made to the FCC in connection with such default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (that was calculated on an interim basis)), recoupments and counterclaims and (iv) promptness, diligence and any requirement that Beneficiary protect, secure, perfect or insure any lien or any property subject thereto; (e) except as expressly set forth in Section 1(c) above, notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance of this Guaranty, notices of default, and notices of any renewal, extension or modification of the obligations hereunder; and (f)

any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty.

9. **SUBROGATION; SUBORDINATION.** In the event that at any time a demand is made by the Beneficiary in accordance with Section 1(c) above with respect to a Guaranteed Obligation or in accordance with Section 2 with respect to any amount avoided, rescinded or recovered, and the Guarantor fails to make timely payment pursuant thereto, then, from that time until such time as payment is made in full to Beneficiary (and only during such period):

- a) the Guarantor shall, withhold exercise of any claim, right or remedy, whether held directly or indirectly through any one or more of its affiliates, that Guarantor now has or may hereafter have against Northstar Wireless, Lender or any of their assets, in each case whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise and including: (i) any right of subrogation, reimbursement or indemnification that Guarantor now has or may hereafter have against Northstar Wireless; (ii) any right to enforce, or to participate in, any claim, right or remedy that Beneficiary now has or may hereafter have against Northstar Wireless; and (iii) any benefit of, and any right to participate in, any collateral now or hereafter held by Beneficiary. Guarantor further agrees that, to the extent the agreement to withhold the exercise of its rights of subrogation, reimbursement, indemnification and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement or indemnification Guarantor may have against Northstar Wireless, Lender or against any collateral, shall be junior and subordinate to any rights Beneficiary may have against Northstar Wireless or Lender, and to all right, title and interest Beneficiary may have in any such collateral; and
- b) any indebtedness of Northstar Wireless or Lender now or hereafter held by Guarantor, whether directly or indirectly through any one or more of its affiliates, shall be subordinated in right of payment to such Guaranteed Obligations, and any such indebtedness collected or received by Guarantor after any such Guaranteed Obligation has become due from Northstar Wireless, and any amount paid to Guarantor on account of any subrogation, reimbursement, indemnification or contribution rights referred to in the preceding paragraph shall be held in trust for Beneficiary and shall promptly be paid over to the Beneficiary to be credited and applied against the Guaranteed Obligations; provided that, without affecting, impairing or limiting in any manner the liability of Guarantor under any other provision of this Guaranty, any payment on such indebtedness received by Guarantor at any other time shall be permitted and need not be held in trust for or paid over to the Beneficiary.

10. **LIMITATION ON GUARANTEED OBLIGATIONS.** Each of the Guarantor and the Beneficiary (by its acceptance of the benefits of this Guaranty) hereby confirms that it is its intention that this Guaranty shall be enforced against the Guarantor to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. In the event that, however, and to the extent that, the obligations of the Guarantor under this Guaranty shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers), then the amount of the Guarantor's obligations under this Guaranty shall be deemed to be reduced and the Guarantor shall pay the maximum amount of the obligations of the Guarantor in respect of the Guaranty that would be permissible under applicable law.

11. **EXPENSES.** In the event that Beneficiary prevails in any dispute in connection with the enforcement of or preservation of its rights under this Guaranty, Guarantor agrees to pay, or cause to be paid, on demand, and to save the Beneficiary harmless against liability for, any and all reasonable and documented costs and expenses (including reasonable fees, costs of settlement, and disbursements of counsel) incurred or expended by Beneficiary in connection with the enforcement of or preservation of its rights under this Guaranty.

12. **BENEFIT AND BINDING EFFECT.** This Guaranty shall be binding upon the Guarantor and its successors and assigns and shall inure to the benefit of the Beneficiary and its successors and assigns.

13. **AMENDMENTS; WAIVERS.** Neither this Guaranty, nor any provision hereof, may be changed, waived, discharged or terminated except with the written consent of the Guarantor and the Beneficiary.

14. **NOTICES.** All notices or requests that are required or permitted to be given pursuant to this Guaranty Agreement shall be given in writing and shall be sent by facsimile transmission, or by first-class certified mail, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, addressed to such Party at the address(es) set forth below, or sent by facsimile to the fax number(s) set forth in the signature block below, or such other address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section) to the other Party. The sending of such notice with confirmation of receipt of the complete transmission (in the case of facsimile transmission) or receipt of such notice (in the case of delivery by first-class certified mail or by overnight courier service) shall constitute the giving thereof.

If to be given to the Guarantor:

DISH Network Corporation
Attn: Office of the General Counsel,
DISH Network Corporation

If by overnight courier service:
9601 South Meridian Blvd.
Englewood, Colorado 80112

If by first-class certified mail:
P.O. Box 6655
Englewood, Colorado 80155

If by facsimile:
Fax #: (303) 723-2050
(303) 723-1699

cc: EVP, Corporate Development
If by overnight courier service:
Same address as noted above for the Guarantor overnight courier delivery
If by first-class certified mail:
Same address as noted above for the Guarantor first- class certified mail delivery
If by facsimile:
Fax #: (303) 723-2020

If to be given to the Beneficiary:

Federal Communications Commission
Attention: General Counsel

If by overnight courier service or first-class certified mail:
445 12th Street, S.W.
Washington, D.C. 20554

If by facsimile:
Fax #: (202) 418-2822

cc: Chief, Wireless Telecommunications Bureau
If by overnight courier service or first-class certified mail:
Same address as noted above
If by facsimile:
Fax #: (202) 418-0787

15. **GOVERNING LAW; VENUE.** This Guaranty shall be governed by, and construed and interpreted in accordance with, the federal law of the United States of America. To the extent that federal law does not specify the appropriate rule of decision for a particular matter at issue, it is the intention and agreement of the Parties that the substantive law of the State of New York shall be adopted as the governing federal rule of decision. To the extent permitted by applicable law, the Parties consent to the non-exclusive jurisdiction and venue of the federal courts of competent jurisdiction sitting within the State of New York, County of New York with respect to any dispute arising out of or relating to this Agreement. Only in the sole event that such New York federal courts lack subject matter jurisdiction or such New York federal courts determine that, notwithstanding the Parties' submission to personal jurisdiction, such courts lack personal jurisdiction, then any New York State court of competent jurisdiction sitting in the County of New York, Borough of Manhattan shall have jurisdiction to hear and determine any dispute arising out of or relating to this Agreement. The Guarantor hereby waives, to the fullest extent permitted by applicable law, any right it may have to a jury trial of any claim or cause of action based upon, arising out of or relating to this Guaranty.

16. **NOT AN ASSUMPTION.** This Guaranty does not constitute an assumption of any obligation under any other agreement or arrangement, and except as expressly set forth herein, the Guarantor is not responsible for any liabilities, obligations or amounts due under any agreement including, without limitation, the Credit Agreement or otherwise.

17. **REPRESENTATIONS.** The Parties represent and warrant that (i) they have the requisite power and authority to enter into, execute and perform their obligations under this Guaranty, (ii) this Guaranty has been duly executed and delivered by such Party and (iii) this Guaranty constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms.

18. **COUNTERPARTS.** This Guaranty may be executed in two (2) or more counterparts, each of which will be an original, but all of which together will constitute one (1) and same instrument. Delivery by a party of executed counterparts of this Guaranty by facsimile or e-mail will constitute execution and delivery of such counterpart to the same extent as if such counterpart were originally executed and delivered by such party.

19. **PAYMENTS.** All payments made by the Guarantor hereunder will be made without setoff, withholding or deduction of any nature (other than any over-payment of

additional payments previously made to the FCC in connection with such default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (that was calculated on an interim basis)).

20. **HEADINGS DESCRIPTIVE.** All section and descriptive headings and the recitals herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Guaranty, and no construction or reference shall be derived therefrom.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

DISH NETWORK CORPORATION,
as Guarantor

By: _____,
Name:
Title:

Acknowledged and Agreed to:

FEDERAL COMMUNICATIONS COMMISSION

By: _____,
Name:
Title:

Acknowledged and Agreed to:

NORTHSTAR WIRELESS, LLC

By: Northstar Spectrum, LLC, Its sole member
By: Northstar Manager, LLC, Its Manager
By: Doyon, Limited, Its Manager

By: _____,
Name:
Title:

FINAL-EXECUTION

**SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED
CREDIT AGREEMENT BY AND AMONG AMERICAN AWS-3 WIRELESS III L.L.C.,
SNR WIRELESS LICENSECO, LLC AND SNR WIRELESS HOLDCO, LLC**

This Second Amendment ("Amendment") to the First Amended and Restated Credit Agreement by and among American AWS-3 Wireless III L.L.C. ("Lender"), SNR Wireless LicenseCo, LLC ("Borrower"), SNR Wireless HoldCo, LLC ("Guarantor"), and SNR Wireless Management, LLC ("SNR") (solely with respect to Section 5 below), dated as of October 13, 2014 and amended as of February 12, 2015 (the "Credit Agreement") is made and entered into as of October 1, 2015.

WHEREAS, the Federal Communications Commission ("FCC") released a *Memorandum Opinion and Order*, FCC 15-104 on August 18, 2015 (the "Order"), whereby it determined, among other things, that Borrower is not a Qualified Person and therefore was not entitled to receive \$1,370,591,075 in bidding credits and its bid withdrawal payment must be calculated based on its gross withdrawn bid, resulting in an additional required \$2,774,250 bid withdrawal payment; and

WHEREAS, as a result, among other things, of the Order, Lender, Borrower and Guarantor desire to modify certain provisions of the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and in the Credit Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Credit Agreement on the terms and conditions contained herein.

Section 1. The definition of "Acquisition Sub-Limit" contained in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**Acquisition Sub-Limit**' shall mean the dollar amount equal to the sum of (a) the net purchase price of all Licenses for which Borrower is the Winning Bidder in the Auction minus the amount of all capital contributions made by the Guarantor to the Borrower for the purpose of making payments to the FCC, plus (b) all amounts needed by Borrower to make any net bid withdrawal payments pursuant to Section 2.2(a)(ii), which shall be used solely to participate in the Auction and to pay the net winning bids for licenses for which Borrower is the Winning Bidder, including to make any required deposits or down payments to the FCC in connection therewith, and to make any such net bid withdrawal payments, plus (c) \$344,095,565 (the "Additional FCC Amount") which amount, together with the amount of the gross winning bids for those specific Licenses for which Borrower is the Winning Bidder and with respect to which Borrower will not be paying the gross winning bid amounts and with respect to which Borrower therefore understands that it

1

will be deemed to have defaulted, pursuant to the letters exchanged between Borrower and the FCC Wireless Bureau, is equal to \$1,373,365,325 plus the \$181,635,840 additional payment due to the FCC in connection with such default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (calculated on an interim basis), plus (d) such amounts due to the FCC pursuant to 47 C.F.R. §1.2104(g)(2)(i) as deficiency payments in connection with such default (with respect to clause (d) only, each an "FCC Deficiency Payment") less any over-payment of the additional payments described in clause (c) and less any Transferred License Deficiency Payment (as defined below)."

Section 2. The following are hereby added as new subsections (iv), (v), (vi) and (vii) of Section 2.2(a) of the Credit Agreement (and the existing subsection (iv) thereof is hereby renumbered as subsection (viii) thereof):

"(iv) On the date on which Borrower is required to submit such Additional FCC Amount to the FCC, Lender or DISH Network Corporation ("DISH") (solely in the event that DISH is obligated to pay the Additional FCC Amount pursuant to the Guaranty made by DISH in favor of the FCC on October 1, 2015 (the "Guaranty")) shall transfer immediately available funds, directly to the FCC in a principal amount equal to the Additional FCC Amount, which will be deemed to be a Loan by Lender to Borrower in a principal amount equal to the Additional FCC Amount.

(v) In the event that: (a) an FCC Deficiency Payment is due and owing to the FCC; and (b) as of the date such payment is due and owing to the FCC, neither Borrower nor a Borrower Subsidiary has previously consummated, or has currently entered into, a contract to sell, assign or otherwise transfer (other than to a Borrower Subsidiary in accordance with Section 6.15(a) of this Credit Agreement) any of the Licenses for which Borrower is the Winning Bidder (other than those Licenses with respect to which Borrower will not be paying the gross winning bid amounts and with respect to which Borrower therefore understands that it will be deemed to have defaulted, pursuant to the letters exchanged between Borrower and the FCC Wireless Bureau) (the "Remaining Licenses"), then on the date on which Borrower is required to submit such due and owing FCC Deficiency Payment to the FCC, notwithstanding the conditions precedent to making a Loan set forth in Section 2.4, Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) shall transfer immediately available funds directly to the FCC in a principal amount equal to the amount of such due and owing FCC Deficiency Payment, which will be deemed to be a Loan to Borrower (each, an "FCC Deficiency Payment Amount Loan").

2

(vi) In the event that Borrower or a Borrower Subsidiary enters into any contract to sell, assign or otherwise transfer any of the Remaining Licenses in accordance with Section 6.3 of the LLC Agreement or Section 3.1 of the Intercreditor and Subordination Agreement (other than to a Borrower Subsidiary in accordance with Section 6.15(a) of this Credit Agreement),: (a) Borrower or the Borrower Subsidiary, as applicable, shall condition each and every such sale, assignment or transfer upon the assumption by the applicable purchaser, assignee or transferee (each, a "Transferee") of the following obligations: (x) payment of the pro-rata share of all past, present and future FCC Deficiency Payments attributable to each License to be sold, assigned or transferred calculated as follows: (i) the aggregate amount of each past, present and future FCC Deficiency

Payment; multiplied by (ii) ((1) the amount of the gross winning bid at Auction 97 for such License to be sold, assigned or transferred; divided by (2) the aggregate amount of the gross winning bids at Auction 97 for all the Remaining Licenses) (each, a “Transferred License Deficiency Payment”); and (y) the present and past portions of any Transferred License Deficiency Payment: (i) will first be made by Transferee via direct payment to the FCC by Transferee to satisfy any due and owing FCC Deficiency Payment then currently due and owing to the FCC; and (ii) after payment to the FCC under the immediately preceding clause (i), any amount remaining of the present and past portions of such Transferred License Deficiency Payment will be paid to Lender by Transferee, which payment to Lender shall be considered a partial prepayment of the Loans by Borrower; and (b) on any date thereafter on which Borrower is required to submit a due and owing FCC Deficiency Payment to the FCC, notwithstanding the conditions precedent to making a Loan set forth in Section 2.4, Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) shall transfer immediately available funds directly to the FCC in a principal amount equal to the result of the following formula, which will be deemed to be a Loan to Borrower: (x) the amount of such due and owing FCC Deficiency Payment; minus (y) any Transferred License Deficiency Payments required to be made to the FCC at such time (each, an “Remaining FCC Deficiency Payment Amount Loan”). For the avoidance of doubt, Borrower acknowledges and agrees that it shall remain jointly and severally liable to the FCC with the applicable Transferee for each Transferred License Deficiency Payment.

(vii) Lender, Borrower and Guarantor hereby acknowledge and agree: (a) that Lender’s obligations to fund due and owing FCC Deficiency Payments under Sections 2.2(a)(v) and (vi) above are intended by the Borrower to induce the FCC to take certain actions and to forbear from taking certain actions as set forth in the letters described above notwithstanding Borrower’s deemed default in failing to pay certain gross

3

winning bid amounts; and (b) that the FCC is the intended third-party beneficiary with respect to Lender’s obligations to fund due and owing FCC Deficiency Payments pursuant to Sections 2.2(a)(v) and (vi) with the right to enforce Lender’s obligations to fund FCC Deficiency Payment Amount Loans pursuant to Section 2.2(a)(v) above and Remaining FCC Deficiency Payment Amount Loans pursuant to Section 2.2(a)(vi) above. In the event that multiple due and owing FCC Deficiency Payments become due and owing to the FCC on different dates, then Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) shall submit payment directly to the FCC on the corresponding date that each such applicable due and owing FCC Deficiency Payment is due and owing to the FCC in a principal amount determined pursuant to Section 2.2(a)(v) or (vi) above, as applicable, each of which will be deemed to be a Loan to Borrower. It is understood and agreed that the Lender and the Borrower intend that the Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) will fund any due and owing FCC Deficiency Payment in an amount determined pursuant to Section 2.2(a)(v) or (vi) above, as applicable, with its own funds, and not with any funds of the Borrower or any Borrower Subsidiary. For the avoidance of doubt and to help ensure that no funds of the Borrower or any of its Subsidiaries or Affiliates are used to satisfy the obligations of the Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) to fund any due and owing FCC Deficiency Payment, it is understood and agreed that any obligation to reimburse the Lender for any due and owing FCC Deficiency Payment shall arise only following payment by the Lender or DISH (solely in the event that DISH is obligated to make the FCC Deficiency Payment pursuant to the Guaranty) in accordance with the terms of this Agreement.”

Section 3. The following is hereby added as a new subsection (g) of Section 2.3 of the Credit Agreement:

“g. Any present or future debt, liability or obligation Borrower or any Borrower Subsidiary now or hereafter owes to Lender under any Loan and any of the rights and remedies of Lender under this Credit Agreement shall remain in full force and effect, and Lender and its Affiliates reserve any and all rights and remedies they may have under any one or more of the Loan Documents in accordance with Applicable Law; provided however that, in the event that at any time a demand is made by the FCC in accordance with Section 1(c) of the Guaranty with respect to a Guaranteed Obligation (as defined in the Guaranty) or in accordance with Section 2 of the Guaranty with respect to any amount avoided, rescinded or recovered, and DISH fails to make timely payment pursuant to the Guaranty, then, from that time until such time as payment

4

is made in full to the FCC (and only during such period), any indebtedness of Borrower now or hereafter held by Lender, whether directly or indirectly through any one or more of its Affiliates, shall be subordinated in right of payment to such Guaranteed Obligations (as defined in the Guaranty), and any such indebtedness collected or received by Lender after any such Guaranteed Obligation (as defined by the Guaranty) has become due from Borrower, and any amount paid to Lender or DISH on account of any subrogation, reimbursement, indemnification or contribution rights referred to in Section 9(a) of the Guaranty shall be held in trust for the FCC and shall promptly be paid over to the FCC to be credited and applied against the Guaranteed Obligations (as defined in the Guaranty); provided that, without affecting, impairing or limiting in any manner the liability of DISH under any other provision of the Guaranty, any payment on such indebtedness received by Lender or DISH at any other time shall be permitted and need not be held in trust for or paid over to the FCC. Lender, Borrower and Guarantor hereby acknowledge and agree that the FCC is an intended third-party beneficiary of this Credit Agreement with respect to, and with the right to enforce, such subordination pursuant to this Section 2.3(g). Furthermore, Borrower and its Affiliates hereby acknowledges and agree that it and its Affiliates will not assert waiver, estoppel, laches, or any similar claim related to the failure of Lender or any of its Affiliates to exercise any claims, rights or remedies in the event such subordination is in effect or otherwise and that any statute of limitations or similar limitation will be tolled during any period in which subordination pursuant to this Section 2.3(g) is in effect.”

Section 4. Section 8.16 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“8.16 Except solely with respect to the designation of the FCC as an intended third-party beneficiary of certain obligations described in Sections 2.2(a)(vii) and 2.3(g) of this Credit Agreement (which were added in Sections 2 and 3 of the Second Amendment to this Credit Agreement), this Credit Agreement is entered into solely for the benefit of the parties and no Person, other than the parties and their respective successors and permitted assigns, may exercise any right or enforce any obligation hereunder, and nothing herein expressed or implied will create or be construed to create any third-party beneficiary rights hereunder. Except as otherwise expressly provided herein in Section 2.3(g) (which was added in Section 3 of the Second Amendment to this Credit Agreement), nothing in this Credit Agreement shall impair, as between the Borrower and the Borrower Subsidiaries and SNR, or as between the Borrower and the Borrower Subsidiaries and Lender, the obligations of the Borrower and the Borrower Subsidiaries to pay principal, interest, fees, and other amounts as provided in the Interest Purchase Agreement

or the SNR Security Documents, or in the Intercreditor and Subordination Agreement or the Loan Documents, respectively.”

Section 5. The following is hereby added as a new Section 8.18 of the Credit Agreement:

“8.18 Notwithstanding any provisions of the Intercreditor and Subordination Agreement, the SNR Security Documents or the Interest Purchase Agreement to the contrary, in the event that (a) Borrower is in breach of Sections 2.1-2.4 of the Interest Purchase Agreement by failing to pay the Put Price when due following the exercise of the Put thereunder; and (b) SNR is exercising its rights to sell, assign or transfer SNR Collateral (as defined in the Intercreditor and Subordination Agreement) pursuant to an SNR Security Document and Section 3.1 of the Intercreditor and Subordination Agreement; then each of Lender, Borrower, Guarantor and SNR hereby agree that: (i) the “Interest Purchase Agreement Obligations” (as defined in the Intercreditor and Subordination Agreement), the “Obligations” (as defined in each of the SNR Security Documents) and the obligations under the Interest Purchase Agreement, shall each be deemed to include any Transferred Licensed Deficiency Payment(s) applicable to the SNR Collateral being sold, assigned or transferred; and (ii) for avoidance of doubt under the Intercreditor and Subordination Agreement and each of the SNR Security Documents, all such Obligations and Interest Purchase Agreement Obligations (including any such Transferred License Deficiency Payment(s)) shall be deemed to be owed to SNR; provided that SNR or Borrower or a Borrower Subsidiary promptly remits or causes to be promptly remitted to the FCC any Transferred Licensed Deficiency Payment applicable to the SNR Collateral being sold, assigned or transferred using the proceeds of such sale, assignment or transfer.”

Section 6. Except as expressly amended hereby, the Credit Agreement remains in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

AMERICAN AWS-3 WIRELESS III L.L.C.

as Lender

By: _____

Name: _____

Title: _____

SNR WIRELESS LICENSECO, LLC

as Borrower

By SNR Wireless HoldCo, LLC, Its sole member

By SNR Wireless Management, LLC, Its Manager

By Atelum LLC, Its Manager

By: _____

Name: John Muleta

Title: Managing Member

SNR WIRELESS HOLDCO, LLC

as Guarantor

By SNR Wireless Management, LLC, Its Manager

By Atelum LLC, Its Manager

By: _____

Name: John Muleta

Title: Managing Member

SNR WIRELESS MANAGEMENT, LLC

(solely with respect to Section 5 above)

By Atelum LLC, Its Manager

By: _____

Name: John Muleta

Title: Managing Member

GUARANTY OF CERTAIN OBLIGATIONS TO FCC

This GUARANTY OF CERTAIN OBLIGATIONS TO FCC (this "Guaranty"), dated as of October 1, 2015 (the "Effective Date"), is made by DISH Network Corporation, a Nevada corporation, (the "Guarantor") in favor of the Federal Communications Commission (the "FCC" or "Beneficiary"). Each of Guarantor and Beneficiary may be referred to herein individually as a "Party," and together as the "Parties."

W I T N E S S E T H :

WHEREAS, the FCC released a *Memorandum Opinion and Order*, FCC 15-104 on August 18, 2015 (the "Order") whereby it determined, among other things, that SNR Wireless LicenseCo, LLC (together with its successors and assigns, "SNR LicenseCo") was not entitled to receive \$1,370,591,075 in bidding credits in connection with FCC Auction 97 (the "Auction");

WHEREAS, following the release of the Order, SNR LicenseCo: (i) will not be paying the gross winning bid amounts for certain licenses for which it was the winning bidder at the Auction and with respect to which SNR LicenseCo therefore understands that it will be deemed to have defaulted; and (ii) has committed by letter to the FCC Wireless Bureau dated October 1, 2015 (the "SNR Letter") that it will pay to the FCC the amount of \$344,095,565 pursuant to 47 C.F.R. §1.2104(g)(2) (the "Default Payment") on or before October 1, 2015;

WHEREAS, SNR LicenseCo has acknowledged that it is obligated to pay one or more amounts that may become due to the Beneficiary pursuant to 47 C.F.R. §1.2104(g)(2)(i) as deficiency payments in connection with any deemed default with respect to the licenses identified on Attachment 2 of the SNR Letter less any over-payment of additional payments previously made to the FCC in connection with such default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (that was calculated on an interim basis) ("Deficiency Payments" and, together with the Default Payment, the "Guaranteed Obligations");

WHEREAS, pursuant to the First Amended and Restated Credit Agreement, dated as of October 13, 2014 (as amended from time to time, the "Credit Agreement") by and among American AWS-3 Wireless III L.L.C., an affiliate of the Guarantor, as lender (the "Lender"), SNR LicenseCo, as borrower, and SNR Wireless HoldCo, LLC, as guarantor, the Lender has committed to make loans to SNR LicenseCo by making payment of the Default Payment and any properly due and owing Deficiency Payments to the Beneficiary on behalf of SNR LicenseCo, upon which the amount of such Default Payment and Deficiency Payments will be deemed by the Lender, SNR LicenseCo, as borrower, and SNR Wireless HoldCo, LLC, as guarantor, to be loans extended by the Lender to SNR LicenseCo pursuant to the Credit Agreement;

WHEREAS, the Beneficiary has agreed to accept this Guaranty from Guarantor in connection with SNR LicenseCo's response to the Order; and

1

WHEREAS, the Guarantor has determined that it will obtain benefits from issuing this Guaranty and from the payment of the Default Payment and Deficiency Payment as set forth herein and, accordingly, desires to execute this Guaranty in favor of the Beneficiary;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Guarantor, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby makes the following representations and warranties to the Beneficiary and hereby covenants and agrees with the Beneficiary as follows:

1. GUARANTY OF CERTAIN PAYMENTS.

- a) Guarantor irrevocably and unconditionally guaranties, as primary obligor and not merely as surety, the due and punctual payment in full to the Beneficiary of each and every Guaranteed Obligation as and when the same shall become due from time to time (including amounts that would become due but for the operation of the United States Bankruptcy Code or other applicable law) in accordance with Section 1(c). For the avoidance of doubt, the Guaranteed Obligations include any and all payment obligations of SNR LicenseCo to the Beneficiary in respect of the Default Payment and any Deficiency Payments, in each case now or hereafter made, incurred or created, and with respect to the Deficiency Payments whether now absolute or contingent, liquidated or unliquidated, or due or not due; provided that, with respect to any Deficiency Payments, (i) the amount(s) thereof shall be calculated solely pursuant to 47 C.F.R. §1.2104(g)(2) (including the deduction of any over-payment of additional payments to the FCC in connection with the deemed default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (calculated on an interim basis) with respect to the licenses identified on Attachment 2 of the SNR Letter); and (ii) the amount of Deficiency Payments that the Guarantor is obligated to pay under this Guaranty in respect thereof shall in no event exceed \$1,210,905,600 in the aggregate, plus only those specific additional amounts specified for interest and enforcement and recovery costs and expenses with respect to Deficiency Payments under Section 1(b) hereof.
- b) The Guaranteed Obligations shall include in addition, to the fullest extent permitted by law, (i) any interest on any portion of the Guaranteed Obligations that accrues in accordance with 47 C.F.R. §1.1940 whether before or after the commencement of any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of SNR LicenseCo (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceeding had not been commenced), provided that, no interest shall accrue with respect to any Guaranteed Obligation prior to the date that such Default Payment or Deficiency Payment, as applicable, shall become due from SNR LicenseCo; and (ii) all costs and expenses of enforcement or recovery with respect to the Default Payment and any Deficiency Payments which Beneficiary may be entitled to recover at any time from SNR LicenseCo under 47 C.F.R. §1.1941.
- c) In the event that SNR LicenseCo fails to pay any Guaranteed Obligation (whether from its own funds on hand or pursuant to an advance by the Lender under the Credit

2

Agreement) when and as the same becomes due, then the Beneficiary shall provide written notice of such payment breach (including, without limitation, the amount(s) due) to the Guarantor and the Guarantor shall, within four (4) New York banking days of receipt of such written demand from the Beneficiary pay or cause to be paid to the Beneficiary an amount equal to such unpaid Guaranteed Obligation in United States Dollars by wire transfer of immediately available funds to such bank and account as is designated by the Beneficiary in such notice. The Beneficiary shall be entitled to issue, and the Guarantor shall be obligated to pay, as many demands hereunder as there may occur failures by SNR LicenseCo to pay Guaranteed Obligations when due.

2. REINSTATEMENT OF CERTAIN OBLIGATIONS.

- a) In the event that (i) all or any portion of the Guaranteed Obligations are paid by SNR LicenseCo and (ii) all or any part of such Guaranteed Obligations are avoided, rescinded or recovered directly or indirectly from the Beneficiary, whether as a preference pursuant to Section 547 of the Bankruptcy Code, on the basis of fraudulent transfer, or based on any similar provision of applicable law, pursuant to an order issued by a court of competent jurisdiction acting within its authority, then the obligations of the Guarantor under this Guaranty shall continue and remain in full force and effect or be reinstated, as the case may be, to the extent of such portion of the Guaranteed Obligations that has been so avoided, rescinded or recovered and Guarantor shall, within four (4) New York banking days of receipt of written demand from the Beneficiary, pay or cause to be paid to the Beneficiary an amount equal to such portion of the Guaranteed Obligations that has been so avoided, rescinded or recovered.
- b) In the event that Beneficiary becomes a party to or otherwise receives notice of any action to avoid, rescind or recover any such payment, Beneficiary shall, prior to Beneficiary taking any action (including payment) with respect to any such claim for avoidance, rescission or recovery, provide prompt written notice thereof to the Guarantor. In the event that Guarantor seeks to intervene in any such action (whether pursuant to Rule 24 of the Federal Rules of Civil Procedure as made applicable pursuant to Rule 7024 of the Federal Rules of Bankruptcy Procedure or otherwise) for the purpose of opposing any such avoidance, rescission or recovery: (i) the Beneficiary agrees that it will not oppose the Guarantor's intervention in any such action for the purpose of opposing any such avoidance, rescission or recovery; and (ii) Beneficiary will take such actions as are then available to it pursuant to applicable law and regulation as may be necessary to assist Guarantor in connection with Guarantor's intervention and opposition to any such avoidance, rescission or recovery. Upon payment to the Beneficiary by the Guarantor of any amount avoided, rescinded or recovered, Beneficiary will promptly assign to Guarantor any actions, claims, rights, or lawsuits of any nature whatsoever (including without limitation, any payment or right to receive any payment), whether against SNR LicenseCo, a bankruptcy estate, or any other party, arising out of or in connection with such avoidance, rescission or recovery (the "Beneficiary Assignment"). Beneficiary hereby agrees to execute or cause to be executed such other agreements, instruments and other documents as may be necessary in order to evidence and effect the Beneficiary Assignment.

3

3. TERM. This Guaranty shall commence on the Effective Date and continue until the date upon which all Guaranteed Obligations have been paid to the Beneficiary and any and all periods with respect to which Section 2 above may apply under applicable law have expired without Section 547 of the Bankruptcy Code, any fraudulent transfer law, or any similar provision of applicable law, and such Section 2 having come into effect.

4. NATURE OF LIABILITY. The liability of the Guarantor hereunder is exclusive and independent of any security for, or other guaranty of, the obligations of SNR LicenseCo to the Beneficiary, and the liability of the Guarantor hereunder shall not be affected or impaired by any direction as to application of payment by SNR LicenseCo (which SNR LicenseCo hereby acknowledges would be invalid).

5. INDEPENDENT OBLIGATION.

- a) The obligations of the Guarantor hereunder are separate obligations from those of any other guarantor, SNR LicenseCo or Lender, and a separate action or actions may be brought and prosecuted against the Guarantor whether or not action is brought against any other guarantor, SNR LicenseCo or Lender and whether or not SNR LicenseCo or Lender be joined in any such action or actions. Any circumstance that operates to toll any statute of limitations as to SNR LicenseCo or Lender shall operate to toll the statute of limitations as to the Guarantor.
- b) The Guarantor has knowledge, and assumes all responsibility for being and keeping itself informed, of SNR LicenseCo's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder. The Guarantor acknowledges and agrees that the Beneficiary shall have no duty to advise the Guarantor of information known to them regarding any of the aforementioned circumstances or risks.

6. GUARANTY ABSOLUTE. The obligations of Guarantor hereunder are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance which constitutes a legal or equitable discharge of a guarantor or surety, other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, the Guarantor agrees that: (a) this Guaranty is a guaranty of payment when due and not of collectability; (b) this Guaranty is a primary obligation of Guarantor and not merely a contract of surety; and (c) so long as the Guaranteed Obligations are then due and payable, the Beneficiary may enforce this Guaranty notwithstanding the existence of any dispute between SNR LicenseCo or Lender and Beneficiary with respect to any Guaranteed Obligations.

7. CONTINUING GUARANTY. This Guaranty is a continuing guaranty and all liabilities to which it applies under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Beneficiary in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which the Beneficiary

4

would otherwise have. It is not necessary for the Beneficiary to inquire into the capacity or powers of SNR LicenseCo or the Guarantor or the officers, directors, partners or agents acting or purporting to act on their behalf.

8. **WAIVERS.** Guarantor waives, to the fullest extent permitted by applicable law, for the benefit of Beneficiary: (a) any right to require the Beneficiary, as a condition of payment or performance by Guarantor, to (i) proceed against SNR LicenseCo, the Lender or any other person or entity, (ii) proceed against or exhaust any collateral, any other guarantor of the Guaranteed Obligations or any other person or entity, or (iii) pursue any other remedy in the power of Beneficiary; (b) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (c) (i) any principles or provisions of law, statutory or otherwise, that conflict with the terms of this Guaranty to the extent that they interfere with its performance, (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set-offs (other than any over-payment of additional payments previously made to the FCC in connection with such default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (that was calculated on an interim basis)), recoupments and counterclaims and (iv) promptness, diligence and any requirement that Beneficiary protect, secure, perfect or insure any lien or any property subject thereto; (e) except as expressly set forth in Section 1(c) above, notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance of this Guaranty, notices of default, and notices of any renewal, extension or modification of the obligations hereunder; and (f) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Guaranty.

9. **SUBROGATION; SUBORDINATION.** In the event that at any time a demand is made by the Beneficiary in accordance with Section 1(c) above with respect to a Guaranteed Obligation or in accordance with Section 2 with respect to any amount avoided, rescinded or recovered, and the Guarantor fails to make timely payment pursuant thereto, then, from that time until such time as payment is made in full to Beneficiary (and only during such period):

- a) the Guarantor shall, withhold exercise of any claim, right or remedy, whether held directly or indirectly through any one or more of its affiliates, that Guarantor now has or may hereafter have against SNR LicenseCo, Lender or any of their assets, in each case whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise and including: (i) any right of subrogation, reimbursement or indemnification that Guarantor now has or may hereafter have against SNR LicenseCo; (ii) any right to enforce, or to participate in, any claim, right or remedy that Beneficiary now has or may hereafter have against SNR LicenseCo; and (iii) any benefit of, and any right to participate in, any collateral now or hereafter held by Beneficiary. Guarantor further agrees that, to the extent the agreement to withhold the exercise of its rights of subrogation, reimbursement, indemnification and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement or indemnification Guarantor may have against SNR LicenseCo, Lender or against any collateral, shall be junior and subordinate to any rights Beneficiary may have against SNR LicenseCo or Lender, and to all right, title and interest Beneficiary may have in any such collateral; and

5

- b) any indebtedness of SNR LicenseCo or Lender now or hereafter held by Guarantor, whether directly or indirectly through any one or more of its affiliates, shall be subordinated in right of payment to such Guaranteed Obligations, and any such indebtedness collected or received by Guarantor after any such Guaranteed Obligation has become due from SNR LicenseCo, and any amount paid to Guarantor on account of any subrogation, reimbursement, indemnification or contribution rights referred to in the preceding paragraph shall be held in trust for Beneficiary and shall promptly be paid over to the Beneficiary to be credited and applied against the Guaranteed Obligations; provided that, without affecting, impairing or limiting in any manner the liability of Guarantor under any other provision of this Guaranty, any payment on such indebtedness received by Guarantor at any other time shall be permitted and need not be held in trust for or paid over to the Beneficiary.

10. **LIMITATION ON GUARANTEED OBLIGATIONS.** Each of the Guarantor and the Beneficiary (by its acceptance of the benefits of this Guaranty) hereby confirms that it is its intention that this Guaranty shall be enforced against the Guarantor to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. In the event that, however, and to the extent that, the obligations of the Guarantor under this Guaranty shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers), then the amount of the Guarantor's obligations under this Guaranty shall be deemed to be reduced and the Guarantor shall pay the maximum amount of the obligations of the Guarantor in respect of the Guaranty that would be permissible under applicable law.

11. **EXPENSES.** In the event that Beneficiary prevails in any dispute in connection with the enforcement of or preservation of its rights under this Guaranty, Guarantor agrees to pay, or cause to be paid, on demand, and to save the Beneficiary harmless against liability for, any and all reasonable and documented costs and expenses (including reasonable fees, costs of settlement, and disbursements of counsel) incurred or expended by Beneficiary in connection with the enforcement of or preservation of its rights under this Guaranty.

12. **BENEFIT AND BINDING EFFECT.** This Guaranty shall be binding upon the Guarantor and its successors and assigns and shall inure to the benefit of the Beneficiary and its successors and assigns.

13. **AMENDMENTS; WAIVERS.** Neither this Guaranty, nor any provision hereof, may be changed, waived, discharged or terminated except with the written consent of the Guarantor and the Beneficiary.

14. **NOTICES.** All notices or requests that are required or permitted to be given pursuant to this Guaranty Agreement shall be given in writing and shall be sent by facsimile transmission, or by first-class certified mail, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, addressed to such Party at the address(es) set forth below, or sent by facsimile to the fax number(s) set forth in the signature block below, or such other address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section) to the other Party. The sending of such notice with confirmation of receipt of the

6

complete transmission (in the case of facsimile transmission) or receipt of such notice (in the case of delivery by first-class certified mail or by overnight courier service) shall constitute the giving thereof.

If to be given to the Guarantor:

DISH Network Corporation
Attn: Office of the General Counsel,

If by overnight courier service:
9601 South Meridian Blvd.
Englewood, Colorado 80112

If by first-class certified mail:
P.O. Box 6655
Englewood, Colorado 80155

If by facsimile:
Fax #: (303) 723-2050
(303) 723-1699

cc: EVP, Corporate Development
If by overnight courier service:
Same address as noted above for the Guarantor overnight courier delivery
If by first-class certified mail:
Same address as noted above for the Guarantor first- class certified mail delivery
If by facsimile:
Fax #: (303) 723-2020

If to be given to the Beneficiary:

Federal Communications Commission
Attention: General Counsel

If by overnight courier service or first-class certified mail:
445 12th Street, S.W.
Washington, D.C. 20554

If by facsimile:
Fax #: (202) 418-2822

cc: Chief, Wireless Telecommunications Bureau
If by overnight courier service or first-class certified mail:
Same address as noted above
If by facsimile:
Fax #: (202) 418-0787

15. **GOVERNING LAW; VENUE.** This Guaranty shall be governed by, and construed and interpreted in accordance with, the federal law of the United States of America. To the extent that federal law does not specify the appropriate rule of decision for a particular matter at issue, it is the intention and agreement of the Parties that the substantive law of the State of New York shall be adopted as the governing federal rule of decision. To the extent permitted by applicable law, the Parties consent to the non-exclusive jurisdiction and venue of the federal courts of competent jurisdiction sitting within the State of New York, County of New York with respect to any dispute arising out of or relating to this Agreement. Only in the sole event that such New York federal courts lack subject matter jurisdiction or such New York federal courts determine that, notwithstanding the Parties' submission to personal jurisdiction, such courts lack personal jurisdiction, then any New York State court of competent jurisdiction sitting in the County of New York, Borough of Manhattan shall have jurisdiction to hear and determine any dispute arising out of or relating to this Agreement. The Guarantor hereby waives, to the fullest extent permitted by applicable law, any right it may have to a jury trial of any claim or cause of action based upon, arising out of or relating to this Guaranty.

16. **NOT AN ASSUMPTION.** This Guaranty does not constitute an assumption of any obligation under any other agreement or arrangement, and except as expressly set forth herein, the Guarantor is not responsible for any liabilities, obligations or amounts due under any agreement including, without limitation, the Credit Agreement or otherwise.

17. **REPRESENTATIONS.** The Parties represent and warrant that (i) they have the requisite power and authority to enter into, execute and perform their obligations under this Guaranty, (ii) this Guaranty has been duly executed and delivered by such Party and (iii) this Guaranty constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms.

18. **COUNTERPARTS.** This Guaranty may be executed in two (2) or more counterparts, each of which will be an original, but all of which together will constitute one (1) and same instrument. Delivery by a party of executed counterparts of this Guaranty by facsimile or e-mail will constitute execution and delivery of such counterpart to the same extent as if such counterpart were originally executed and delivered by such party.

19. **PAYMENTS.** All payments made by the Guarantor hereunder will be made without setoff, withholding or deduction of any nature (other than any over-payment of additional payments previously made to the FCC in connection with such default pursuant to 47 C.F.R. §1.2104(g)(2)(ii) (that was calculated on an interim basis)).

20. **HEADINGS DESCRIPTIVE.** All section and descriptive headings and the recitals herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Guaranty, and no construction or reference shall be derived therefrom.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

DISH NETWORK CORPORATION,
as Guarantor

By: _____,
Name:
Title:

Acknowledged and Agreed to:

FEDERAL COMMUNICATIONS COMMISSION

By: _____,
Name:
Title:

Acknowledged and Agreed to:

SNR WIRELESS LICENSECO, LLC

By SNR Wireless HoldCo, LLC, Its Sole Member
By SNR Wireless Management, LLC, Its Manager
By Atelum LLC, Its Manager

By: _____,
Name:
Title:

DISH Statement on AWS-3 Spectrum

ENGLEWOOD, Colo., Oct. 1, 2015 — DISH Network Corp. (NASDAQ: DISH) today issued the following statement providing an update on AWS-3 Spectrum.

The following remarks can be attributed to R. Stanton Dodge, DISH executive vice president and general counsel:

“Today, the two entities in which DISH invested with respect to the AWS-3 auction — Northstar Wireless and SNR Wireless — entered into a series of arrangements in connection with which the FCC will retain certain licenses for which Northstar and SNR were the winning bidders, and the FCC will apply funds already on deposit and newly-loaned funds from a subsidiary of DISH toward the payment of the gross winning bids for the remaining licenses, which cover approximately 6.6 billion MHz-POPs.

“As a result of these arrangements:

- *Northstar Wireless is expected to be granted licenses with aggregate gross winning bids of \$5.62 billion, covering approximately 3.7 billion MHz-POPs. The licenses retained by the FCC have aggregate gross winning bids of \$2.2 billion and cover approximately 690 million MHz-POPs. Northstar Wireless is expected to maintain 84% of the original MHz-POPs.*
- *SNR Wireless is expected to be granted licenses with aggregate gross winning bids of \$4.27 billion, covering approximately 2.9 billion MHz-POPs. The licenses retained by the FCC have aggregate gross winning bids of \$1.2 billion and cover approximately 629 million MHz-POPs. SNR Wireless is expected to maintain 82% of the original MHz-POPs.*
- *The eligibility of Northstar Wireless, SNR Wireless and their investors (including DISH) to participate in future auctions, including any re-auction of the AWS-3 licenses retained by the FCC, is not affected.*
- *Northstar Wireless and SNR Wireless will not be deemed “current defaulters” under FCC rules.*
- *DISH and the entities in which it has invested are expected to have an average of approximately 75 MHz of spectrum nationwide, covering over 23 billion MHz-POPs.*
- *Using cash available on its balance sheet, DISH loaned approximately \$413 million to Northstar Wireless and SNR Wireless to, among other things, fund the amounts due to complete payment of the gross winning bids for the remaining licenses, after application of funds already on deposit with the FCC.*

“DISH appreciates the diligent efforts of the FCC staff, and particularly the efforts of the Wireless Bureau, in working with DISH, Northstar Wireless and SNR Wireless regarding these arrangements.”

Additional resources:

- A letter filed by Northstar Wireless to the FCC can be viewed here: [Northstar_Wireless_Letter_to_FCC_10.01.15.pdf](#)
- A letter filed by SNR Wireless to the FCC can be viewed here: [SNR_Wireless_Letter_to_FCC_10.01.15.pdf](#)
- An FCC letter regarding Northstar Wireless can be viewed here: https://apps.fcc.gov/edocs_public/attachmatch/DA-15-1108A1.pdf
- An FCC letter regarding SNR Wireless can be viewed here: https://apps.fcc.gov/edocs_public/attachmatch/DA-15-1109A1.pdf

About DISH

DISH Network Corp. (NASDAQ: DISH), through its subsidiaries, provides approximately 13.932 million pay-TV subscribers, as of June 30, 2015, with the highest-quality programming and technology with the most choices at the best value. Subscribers enjoy a high definition line-up with more than 200 national HD channels, the most international channels, and award-winning HD and DVR technology. DISH Network Corporation is a Fortune 250 company. Visit www.dish.com.

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