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): **December 29, 2023**

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

Nevada	**001-39144**	**88-0336997**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

9601 South Meridian Boulevard, **Englewood, Colorado 80112**
(Address of principal executive offices) (Zip Code)

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

Not Applicable
(Former name or former address, if changed since last report)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A Common Stock, $0.01 par value	DISH	The NASDAQ Stock Market L.L.C.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

This Current Report on Form 8-K is being filed in connection with the completion on December 31, 2023 of the transactions contemplated by the Amended and Restated Agreement and Plan of Merger, dated as of October 2, 2023 (the "Merger Agreement"), by and among EchoStar Corporation, a Nevada corporation ("EchoStar"), EAV Corp., a Nevada corporation and a wholly owned subsidiary of EchoStar ("Merger Sub"), and DISH Network Corporation, a Nevada corporation ("DISH"), pursuant to which EchoStar acquired DISH by means of the merger of Merger Sub with and into DISH (the "Merger"), with DISH surviving the Merger as a wholly owned subsidiary of EchoStar.

The Merger Agreement and the transactions contemplated thereby were previously described in the joint information statement/prospectus (No. 001-39144) filed by DISH with the Securities and Exchange Commission (the "SEC") on November 7, 2023.

Item 1.01 Entry into a Material Definitive Agreement.

Supplemental Indentures

In connection with the completion of the Merger, on December 29, 2023, EchoStar, DISH and U.S Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, entered into (i) the First Supplemental Indenture to that certain Indenture, dated as of August 8, 2016, pursuant to which DISH issued 3.375% convertible notes due 2026 (the "DISH 3.375% Notes"), (ii) the First Supplemental Indenture to that certain Indenture, dated as of March 17, 2017, pursuant to which DISH issued 2.375% convertible notes due 2024 (the "DISH 2.375% Notes") and (iii) the First Supplemental Indenture (together with the First Supplemental Indentures referred to in clauses (i) and (ii) above, the "First Supplemental Indentures") to that certain Indenture, dated as of December 21, 2020, pursuant to which DISH issued 0% convertible notes due 2025 (the "DISH 0% Notes" and, together with the DISH 3.375% Notes and the DISH 2.375% Notes, the "DISH Notes"). The First Supplemental Indentures provide that, as of the Effective Time (as defined below), the right of the holders of the DISH Notes that were outstanding as of the completion of the Merger to convert each $1,000 principal amount of such DISH Notes into shares of DISH Class A Common Stock, par value $0.01 per share ("DISH Class A Common Stock"), was changed into a right to convert such principal amount of DISH Notes into the number of shares of EchoStar Class A Common Stock, par value $0.001 per share ("EchoStar Class A Common Stock"), that a holder of a number of shares of DISH Class A Common Stock equal to the applicable Conversion Rate (as defined in the applicable Indenture) would have been entitled to receive upon the completion of the Merger. Upon the completion of the Merger, each then-outstanding share of DISH Class A Common Stock was converted into the right to receive 0.350877 shares of EchoStar Common Stock, resulting in an adjusted Conversion Rate of 4.2677 for the 0% Notes, 8.5657 for the 2.375% Notes and 5.3835 for the 3.375% Notes.

The foregoing description of the First Supplemental Indentures does not purport to be complete and is qualified entirely by reference to the First Supplemental Indentures, filed as Exhibits 4.1, 4.2 and 4.3 hereto and incorporated by reference herein.

Warrant and Note Hedge Amendments and Guarantees

Reference is made to the outstanding warrants to purchase shares of DISH Class A Common Stock (the "DISH Warrants") issued under those certain Base Warrant Transaction Confirmations, dated as of August 2, 2016, and Additional Warrant Transaction Confirmations, dated as of August 3, 2016, between DISH and each of Deutsche Bank AG, London Branch, through its agent Deutsche Bank Securities Inc., Barclays Bank PLC, through its agent Barclays Capital Inc., JPMorgan Chase Bank, National Association, London Branch and Goldman Sachs & Co. LLC (f/k/a Goldman, Sachs & Co.) (each, a "Dealer"), entered into in connection with the pricing of the DISH 3.375% Notes (the "DISH Warrants Agreements"). In connection with the completion of the Merger, on December 31, 2023, EchoStar and DISH entered into a Warrant Amendment Letter Agreement and Warrant Guarantee with each Dealer, pursuant to which, at the Effective Time, each Dealer's right to purchase shares of DISH Class A Common Stock pursuant to the applicable DISH Warrants was changed into a right to purchase shares of EchoStar Class A Common Stock, and EchoStar guaranteed all of DISH's obligations under the applicable DISH Warrants Agreements.

The number of shares of EchoStar Class A Common Stock subject to each DISH Warrant will be determined by multiplying (A) the number of shares of DISH Class A Common Stock subject to the corresponding DISH Warrant immediately prior to the Effective Time by (B) the Exchange Ratio, subject to any adjustments to the terms of the DISH Warrants required or permitted pursuant to the terms of the applicable DISH Warrants Agreements. The per share exercise price for the shares of EchoStar Class A Common Stock issuable upon exercise of each DISH Warrant will be determined by dividing (A) the per share exercise price for the shares of DISH Class A Common Stock that were purchasable pursuant to the corresponding DISH Warrant immediately prior to the Effective Time by (B) the Exchange Ratio, subject to any adjustments to the terms of the DISH Warrants required or permitted pursuant to the terms of the applicable DISH Warrants Agreements.

In addition, in connection with the completion of the Merger, on December 31, 2023, EchoStar and DISH entered into a Note Hedge Amendment Letter Agreement with each of the Dealers with respect to call option transactions for DISH Class A Common Stock ("Note Hedges") purchased by DISH in connection with the sale of the DISH 3.375% Notes. Pursuant to the Note Hedge Amendment Letter Agreements, at the Effective Time, DISH's right to purchase shares of DISH Class A Common Stock pursuant to the terms of the applicable Note Hedges was changed into a right to purchase shares of EchoStar Class A Common Stock.

The foregoing description of these agreements does not purport to be complete and is qualified in its entirety by the full text of the forms of Warrant Amendment Letter Agreement, Warrant Guarantee and Note Hedge Amendment Letter Agreement, filed as Exhibits 4.4, 4.5 and 4.6 hereto, respectively, and incorporated by reference into this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

On the terms and subject to the conditions set forth in the Merger Agreement, on December 31, 2023, at 11:59 p.m. ET (the "Effective Time"), each share of DISH Class A Common Stock and DISH Class C Common Stock, par value $0.01 per share ("DISH Class C Common Stock") outstanding immediately prior to the Effective Time, was converted into the right to receive a number of validly issued, fully paid and non-assessable shares of EchoStar Class A Common Stock equal to 0.350877 (the "Exchange Ratio"). On the terms and subject to the conditions set forth in the Merger Agreement, at the Effective Time, each share of DISH Class B Common Stock, par value $0.01 per share ("DISH Class B Common Stock" and, together with DISH Class A Common Stock and DISH Class C Common Stock, "DISH Common Stock"), outstanding immediately prior to the Effective Time was converted into the right to receive a number of validly issued, fully paid and non-assessable shares of EchoStar Class B Common Stock, par value $0.001 per share, equal to the Exchange Ratio. Any shares of DISH Common Stock that were held in DISH's treasury or held directly by EchoStar or Merger Sub immediately prior to the Effective Time were cancelled and cease to exist and no consideration was paid in respect thereof.

At the Effective Time, each DISH stock option outstanding immediately prior to the Effective Time was converted automatically into an EchoStar stock option on substantially the same terms and conditions (including, if applicable, with respect to any performance-based vesting, subject to certain adjustments that may be made pursuant to the terms of the Merger Agreement and to the extent necessary to reflect the consummation of the Merger and the other transactions contemplated by the Merger Agreement), with respect to a number of shares of EchoStar Class A Common Stock equal to (i) the number of shares of DISH Common Stock subject to the corresponding DISH stock option immediately prior to the Effective Time, multiplied by (ii) the Exchange Ratio (with the resulting number rounded down to the nearest whole share), at an exercise price (rounded up to the nearest whole cent) equal to the exercise price of the corresponding DISH stock option immediately prior to the Effective Time divided by the Exchange Ratio.

At the Effective Time, each DISH restricted stock unit award outstanding immediately prior to the Effective Time was converted automatically into an EchoStar restricted stock unit award on substantially the same terms and conditions, with respect to a number of shares of EchoStar Class A Common Stock equal to (i) the number of shares of DISH Common Stock subject to the corresponding DISH restricted stock unit award immediately prior to the Effective Time, multiplied by (ii) the Exchange Ratio (with the resulting number rounded to the nearest whole share).

The foregoing description of the Merger Agreement and the Merger does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is filed as Exhibit 2.1 hereto and is incorporated herein by reference.

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

Prior to the Effective Time, shares of DISH Class A Common Stock were registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and listed on The Nasdaq Global Select Market (the "Nasdaq"). As a result of the Merger, shares of DISH Class A Common Stock will no longer be traded or listed on the Nasdaq, and will be exchanged for shares of EchoStar Class A Common Stock listed on the Nasdaq under the ticker symbol "SATS". DISH expects to file a Form 15 with the SEC to terminate its registration under the Exchange Act in respect of the shares of DISH Class A Common Stock and suspend its reporting obligations under Sections 13(a) and 15(d) of the Exchange Act.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in the Introductory Note, Item 2.01 and Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

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

Board of Directors

As contemplated by the Merger Agreement, effective as of the Effective Time, the directors of DISH ceased to be directors of DISH and the directors of Merger Sub immediately prior to the Effective Time became the directors of DISH until their successors are duly elected or appointed and qualified in accordance with applicable legal requirements.

The directors of DISH immediately following the Effective Time are Charles W. Ergen, Hamid Akhavan and Tom A. Ortolf.

Executive Officers

As contemplated by the Merger Agreement, effective as of the Effective Time, the executive officers of DISH ceased to be executive officers of DISH and the executive officers of Merger Sub immediately prior to the Effective Time became the executive officers of DISH until their successors are duly elected or appointed and qualified in accordance with applicable legal requirements.

The executive officers of DISH immediately following the Effective Time are as follows:

Name	**Title**
Hamid Akhavan	President
Tom A. Ortolf	Secretary and Treasurer

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the completion of the Merger and pursuant to the Merger Agreement, at the Effective Time, DISH's articles of incorporation and bylaws were amended and restated in their entirety. Copies of DISH's Amended and Restated Articles of Incorporation and Amended and Restated Bylaws are filed as Exhibit 3.1 and 3.2, respectively, to this Current Report on Form 8-K and are incorporated by reference into this Item 5.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
2.1	Amended and Restated Agreement and Plan of Merger, dated as of October 2, 2023, by and among EchoStar Corporation, DISH Network Corporation and EAV Corp. (incorporated by reference from Exhibit 2.1 to DISH's Current Report on Form 8-K filed on October 3, 2023).*
3.1	Amended and Restated Articles of Incorporation of DISH Network Corporation.
3.2	Amended and Restated Bylaws of DISH Network Corporation.
4.1	First Supplemental Indenture, relating to the DISH 3.375% Convertible Notes due 2026, dated as of December 29, 2023, among DISH Network Corporation, EchoStar Corporation and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as Trustee.
4.2	First Supplemental Indenture, relating to the DISH 2.375% Convertible Notes due 2024, dated as of December 29, 2023, among DISH Network Corporation, EchoStar Corporation and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as Trustee.
4.3	First Supplemental Indenture, relating to the DISH 0% Convertible Notes due 2025, dated as of December 29, 2023, among DISH Network Corporation, EchoStar Corporation and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as Trustee.
4.4	Form of Warrant Amendment Letter Agreement.
4.5	Form of Warrant Guarantee.
4.6	Form of Note Hedge Amendment Letter Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Schedules, annexes and/or exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted schedules, annexes and/or exhibits upon request by the SEC; provided, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any schedules so furnished.

* * *

SIGNATURE

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

DISH NETWORK CORPORATION

January 2, 2024

By: /s/ Hamid Akhavan
Hamid Akhavan
President

Exhibit 3.1

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DISH NETWORK CORPORATION

The Amended and Restated Articles of Incorporation of DISH Network Corporation, a Nevada corporation (the "Corporation"), consist of the articles set forth below. All of these articles have been amended and restated.

1. Name. The name of the entity is DISH Network Corporation.

2. Purpose. The purpose for which this Corporation is organized is to engage in any lawful acts and activities for which corporations may be organized under the laws of the State of Nevada and to exercise any powers permitted to corporations under the laws of the State of Nevada.

3. Authorized Shares.

(a) Authorized Capital Stock. The total number of shares of capital stock which the Corporation is authorized to issue shall be 1,000 shares, all of which shall be common stock, with no par value.

4. Directors -- Number.

(a) The number of directors of the Corporation shall be fixed by the bylaws of the Corporation, or if the bylaws fail to fix such a number, then by resolutions adopted from time to time by the board of directors; provided that the number of directors shall not be more than ten nor less than one.

(b) The number of directors may be increased or decreased from time to time in the manner provided in the bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

5. Indemnification; Limitation of Liability.

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

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

(c) To the extent that a director, officer, employee, fiduciary or agent of a corporation has been wholly successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) of this Article 5 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, fiduciary or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs 1 and 2. Such determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (2) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (3) by the shareholders.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation as they are incurred and in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in paragraph 4 of this Article 5 upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined by a final order of a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation.

(f) The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article 5.

(g) In addition to the forgoing, the Corporation shall have the power to indemnify current or former directors, officer, employees and agents to the fullest extent provided by law.

6. Exclusive Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the Eighth Judicial District Court of the State of Nevada, Clark County, Nevada, shall, to the fullest extent permitted by law, including the applicable laws or jurisdictional requirements of the United States, be the exclusive forum for any and all actions, suits and proceedings, whether civil, administrative or investigative or that asserts any claim or counterclaim (each, an "Action"), that are internal actions (as such term is defined in NRS 78.046 or any successor statute). In the event that the Eighth Judicial District Court of the State of Nevada does not have jurisdiction over any such Action, then any other state district court located in the State of Nevada shall be the exclusive forum for such Action. In the event that no state district court in the State of Nevada has jurisdiction over any such Action, then a federal court located within the State of Nevada shall be the exclusive forum for such Action.

7. Special Provision Regarding Distributions. Notwithstanding anything to the contrary in these Articles or any bylaw of the Corporation, the Corporation is hereby specifically allowed to make any distribution that otherwise would be prohibited by NRS 78.288(2)(b).

8. Director Liability. To the fullest extent permitted by the NRS, as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

BYLAWS
OF
DISH NETWORK CORPORATION
a Nevada corporation

ARTICLE I
OFFICES

Section 1.1 Principal Office. The principal office and place of business of DISH Network Corporation, a Nevada corporation (the "Corporation"), shall be established from time to time by resolution of the board of directors of the Corporation (the "Board of Directors") within or without the State of Nevada.

Section 1.2 Other Offices. Other offices and places of business either within or without the State of Nevada may be established from time to time by resolution of the Board of Directors or as the business of the Corporation may require. The street address of the Corporation's registered agent is the registered office of the Corporation in Nevada.

ARTICLE II
STOCKHOLDERS

Section 2.1 Annual Meeting. The annual meeting of the stockholders of the Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, directors shall be elected and any other business may be transacted as may be properly brought before the meeting pursuant to these Bylaws (as amended, amended and restated or otherwise modified from time to time, these "Bylaws").

Section 2.2 Special Meetings.

(a) Subject to any rights of stockholders set forth in the articles of incorporation of the Corporation (as amended, amended and restated or otherwise modified from time to time, the "Articles of Incorporation"), special meetings of the stockholders may be called only by the chairman of the Board of Directors or the chief executive officer, or, if there be no chairman of the Board of Directors and no chief executive officer, by the president, and shall be called by the secretary upon the written request of at least a majority of the members of the Board of Directors or the holders of not less than a majority of the voting power of the Corporation's stock entitled to vote. Such request shall state the purpose or purposes of the meeting.

(b) No business shall be acted upon at a special meeting of stockholders except as set forth in the notice of the meeting.

Section 2.3 Place of Meetings. Any meeting of the stockholders of the Corporation may be held at the Corporation's registered office in the State of Nevada or at such other place in or out of the State of Nevada and the United States as may be designated in the notice of meeting. A waiver of notice signed by all stockholders entitled to vote thereat may designate any place for the holding of such meeting. The Board of Directors may, in its sole discretion, determine that any meeting of the stockholders shall be held by means of electronic communications or other available technology in accordance with Section 2.10.

Section 2.4 Notice of Meetings; Waiver of Notice.

(a) The chief executive officer, if any, the president, any vice president, the secretary, an assistant secretary or any other individual designated by the Board of Directors shall sign and deliver or cause to be delivered to the stockholders written notice of any stockholders' meeting not less than ten (10) days, but not more than sixty (60) days, before the date of such meeting. The notice shall state the place, date and time of the meeting, the means of electronic communication, if any, by which the stockholders or the proxies thereof shall be deemed to be present and vote and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered in accordance with, and shall contain or be accompanied by such additional information as may be required by, the Nevada Revised Statutes ("NRS"), including, without limitation, NRS 78.379, 92A.120 or 92A.410, as the same may be amended from time to time.

(b) In the case of an annual meeting, any proper business may be presented for action, except that (i) if a proposed plan of merger, conversion or exchange is submitted to a vote, the notice of the meeting must state that the purpose, or one of the purposes, of the meeting is to consider the plan of merger, conversion or exchange and must contain or be accompanied by a copy or summary of the plan; and (ii) if a proposed action creating dissenter's rights is to be submitted to a vote, the notice of the meeting must state that the stockholders are or may be entitled to assert dissenter's rights under NRS 92A.300 to 92A.500, inclusive, and be accompanied by a copy of those sections.

(c) A copy of the notice shall be personally delivered or mailed postage prepaid to each stockholder of record entitled to vote at the meeting (unless the NRS requires delivery to all stockholders of record, in which case such notice shall be delivered to all such stockholders) at the address appearing on the records of the Corporation. Upon mailing, service of the notice is complete, and the time of the notice begins to run from the date upon which the notice is deposited in the mail. If the address of any stockholder does not appear upon the records of the Corporation or is incomplete, it will be sufficient to address any notice to such stockholder at the registered office of the Corporation. Notwithstanding the foregoing and in addition thereto, any notice to stockholders given by the Corporation pursuant to Chapters 78 or 92A of the NRS, the Articles of Incorporation or these Bylaws, may be given pursuant to the forms of electronic transmission listed herein, if such forms of transmission are consented to in writing by the stockholder receiving such electronically transmitted notice and such consent is filed by the secretary in the corporate records. Notice shall be deemed given (i) by facsimile when directed to a number consented to by the stockholder to receive notice, (ii) by electronic mail when directed to an e-mail address consented to by the stockholder to receive notice, (iii) by posting on an electronic network together with a separate notice to the stockholder of the specific posting on the later of the specific posting or the giving of the separate notice or (iv) by any other electronic transmission as consented to by and when directed to the stockholder. The stockholder consent necessary to permit electronic transmission to such stockholder shall be deemed revoked and of no force and effect if (A) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with the stockholder's consent and (B) the inability to deliver by electronic transmission becomes known to the secretary, assistant secretary, transfer agent or other agent of the Corporation responsible for the giving of notice.

(d) The written certificate of an individual signing a notice of meeting, setting forth the substance of the notice or having a copy thereof attached thereto, the date the notice was mailed or personally delivered to the stockholders and the addresses to which the notice was mailed, shall be prima facie evidence of the manner and fact of giving such notice and, in the absence of fraud, an affidavit of the individual signing a notice of a meeting that the notice thereof has been given by a form of electronic transmission shall be prima facie evidence of the facts stated in the affidavit.

(e) Any stockholder may waive notice of any meeting by a signed writing or by transmission of an electronic record, either before or after the meeting. Such waiver of notice shall be deemed the equivalent of the giving of such notice.

Section 2.5 Determination of Stockholders of Record.

(a) For the purpose of determining the stockholders entitled to (i) notice of and to vote at any meeting of stockholders or any adjournment thereof, (ii) receive payment of any distribution or the allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, if applicable.

(b) The Board of Directors may adopt a resolution prescribing a date upon which the stockholders of record entitled to give written consent must be determined. The date set by the Board of Directors must not precede or be more than ten (10) days after the date the resolution setting such date is adopted by the Board of Directors. If the Board of Directors does not adopt a resolution setting a date upon which the stockholders of record entitled to give written consent must be determined and

(i) no prior action by the Board of Directors is required by the NRS, then the date shall be the first date on which a valid written consent is delivered to the Corporation in accordance with the NRS and these Bylaws; or

(ii) prior action by the Board of Directors is required by the NRS, then the date shall be the close of business on the date that the Board of Directors adopts the resolution.

(c) If no record date is fixed pursuant to Section 2.5(a) or Section 2.5(b), the record date for determining stockholders: (i) entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at any meeting of stockholders shall apply to any postponement of any meeting of stockholders to a date not more than sixty (60) days after the record date or to any adjournment of the meeting; provided that the Board of Directors may fix a new record date for the adjourned meeting and must fix a new record date if the meeting is adjourned to a date more than sixty (60) days later than the date set for the original meeting.

Section 2.6 Quorum; Adjourned Meetings.

(a) Unless the Articles of Incorporation provide for a different proportion, stockholders holding at least a majority of the voting power of the Corporation's capital stock, represented in person or by proxy (regardless of whether the proxy has authority to vote on all matters), are necessary to constitute a quorum for the transaction of business at any meeting. If, on any issue, voting by classes or series is required by the laws of the State of Nevada, the Articles of Incorporation or these Bylaws, at least a majority of the voting power, represented in person or by proxy (regardless of whether the proxy has authority to vote on all matters), within each such class or series is necessary to constitute a quorum of each such class or series.

(b) If a quorum is not represented, a majority of the voting power represented or the person presiding at the meeting may adjourn the meeting from time to time until a quorum shall be represented. At any such adjourned meeting at which a quorum shall be represented, any business may be transacted which might otherwise have been transacted at the adjourned meeting as originally called. When a stockholders' meeting is adjourned to another time or place hereunder, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. However, if a new record date is fixed for the adjourned meeting, notice of the adjourned meeting must be given to each stockholder of record as of the new record date. The stockholders present at a duly convened meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the departure of enough stockholders to leave less than a quorum of the voting power.

Section 2.7 Voting.

(a) Unless otherwise provided in the NRS, the Articles of Incorporation or any resolution providing for the issuance of preferred stock adopted by the Board of Directors pursuant to authority expressly vested in it by the provisions of the Articles of Incorporation, each stockholder of record, or such stockholder's duly authorized proxy, shall be entitled to one (1) vote for each share of voting stock standing registered in such stockholder's name at the close of business on the record date or the date established by the Board of Directors in connection with stockholder action by written consent.

(b) Except as otherwise provided herein, all votes with respect to shares (including pledged shares) standing in the name of an individual at the close of business on the record date or the date established by the Board of Directors in connection with stockholder action by written consent shall be cast only by that individual or such individual's duly authorized proxy. With respect to shares held by a representative of the estate of a deceased stockholder, or a guardian, conservator, custodian or trustee, even though the shares do not stand in the name of such holder, votes may be cast by such holder upon proof of such representative capacity. In the case of shares under the control of a receiver, the receiver may vote such shares even though the shares do not stand of record in the name of the receiver but only if and to the extent that the order of a court of competent jurisdiction which appoints the receiver contains the authority to vote such shares. If shares stand of record in the name of a minor, votes may be cast by the duly appointed guardian of the estate of such minor only if such guardian has provided the Corporation with written proof of such appointment.

(c) With respect to shares standing of record in the name of another corporation, partnership, limited liability company or other legal entity on the record date, votes may be cast: (i) in the case of a corporation, by such individual as the bylaws of such other corporation prescribe, by such individual as may be appointed by resolution of the board of directors of such other corporation or by such individual (including, without limitation, the officer making the authorization) authorized in writing to do so by the chairman of the board, if any, the chief executive officer, if any, the president or any vice president of such corporation; and (ii) in the case of a partnership, limited liability company or other legal entity, by an individual representing such stockholder upon presentation to the Corporation of satisfactory evidence of his or her authority to do so.

(d) Notwithstanding anything to the contrary contained herein and except for the Corporation's shares held in a fiduciary capacity, the Corporation shall not vote, directly or indirectly, shares of its own stock owned or held by it, and such shares shall not be counted in determining the total number of outstanding shares entitled to vote.

(e) Any holder of shares entitled to vote on any matter may cast a portion of the votes in favor of such matter and refrain from casting the remaining votes or cast the same against the proposal, except in the case of elections of directors. If such holder entitled to vote does vote any of such stockholder's shares affirmatively and fails to specify the number of affirmative votes, it will be conclusively presumed that the holder is casting affirmative votes with respect to all shares held.

(f) With respect to shares standing of record in the name of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, voting trustees or otherwise and shares held by two or more persons (including proxy holders) having the same fiduciary relationship in respect to the same shares, votes may be cast in the following manner:

(i) If only one person votes, the vote of such person binds all.

(ii) If more than one person casts votes, the act of the majority so voting binds all.

(iii) If more than one person casts votes, but the vote is evenly split on a particular matter, the votes shall be deemed cast proportionately, as split.

(g) If a quorum is present, unless the Articles of Incorporation, these Bylaws, the NRS, or other applicable law provide for a different proportion, action by the stockholders entitled to vote on a matter, other than the election of directors, is approved by and is the act of the stockholders if the number of votes cast in favor of the action exceeds the number of votes cast in opposition to the action, unless voting by classes or series is required for any action of the stockholders by the laws of the State of Nevada, the Articles of Incorporation or these Bylaws, in which case the number of votes cast in favor of the action by the voting power of each such class or series must exceed the number of votes cast in opposition to the action by the voting power of each such class or series.

(h) If a quorum is present, directors shall be elected by a plurality of the votes cast.

Section 2.8 Actions at Meetings Not Regularly Called; Ratification and Approval.

(a) Whenever all persons entitled to vote at any meeting consent, either by: (i) a writing on the records of the meeting or filed with the secretary, (ii) presence at such meeting and oral consent entered on the minutes, or (iii) taking part in the deliberations at such meeting without objection, such meeting shall be as valid as if a meeting were regularly called and noticed.

(b) At such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time.

(c) If any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of the meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting.

(d) Such consent or approval may be by proxy or power of attorney, but all such proxies and powers of attorney must be in writing.

Section 2.9 Proxies. At any meeting of stockholders, any holder of shares entitled to vote may designate, in a manner permitted by the laws of the State of Nevada, another person or persons to act as a proxy or proxies. If a stockholder designates two or more persons to act as proxies, then a majority of those persons present at a meeting has and may exercise all of the powers conferred by the stockholder or, if only one is present, then that one has and may exercise all of the powers conferred by the stockholder, unless the stockholder's designation of proxy provides otherwise. Every proxy shall continue in full force and effect until its expiration or revocation in a manner permitted by the laws of the State of Nevada.

Section 2.10 Meetings Through Electronic Communications. Stockholders may participate in a meeting of the stockholders by any means of electronic communications, videoconferencing, teleconferencing or other available technology permitted under the NRS (including, without limitation, a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other) and utilized by the Corporation. If any such means are utilized, the Corporation shall, to the extent required under the NRS, implement reasonable measures to (a) verify the identity of each person participating through such means as a stockholder and (b) provide the stockholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings. Participation in a meeting pursuant to this Section 2.10 constitutes presence in person at the meeting.

Section 2.11 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting if, before or after the action, a written consent thereto is signed by the holders of the voting power that would be required to approve such action at a meeting. A meeting of the stockholders need not be called or noticed whenever action is taken by written consent. The written consent may be signed in multiple counterparts, including, without limitation, facsimile and electronic counterparts, and shall be filed with the minutes of the proceedings of the stockholders.

Section 2.12 Organization.

(a) Meetings of stockholders shall be presided over by the chairman of the Board of Directors, or, in the absence of the chairman, by the vice chairman of the Board of Directors, if any, or if there be no vice chairman or in the absence of the vice chairman, by the chief executive officer, if any, or if there be no chief executive officer or in the absence of the chief executive officer, by the president, or, in the absence of the president, or, in the absence of any of the foregoing persons, by a chairman designated by the Board of Directors, or, in the absence of such designation by the Board of Directors, by a chairman chosen at the meeting by the stockholders entitled to cast a majority of the votes which all stockholders present in person or by proxy are entitled to cast. The secretary, or in the absence of the secretary an assistant secretary, shall act as secretary of the meeting, but in the absence of the secretary and any assistant secretary the chairman of the meeting may appoint any person to act as secretary of the meeting. The order of business at each such meeting shall be as determined by the chairman of the meeting. The chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, (i) the establishment of procedures for the maintenance of order and safety, (ii) limitation on participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies and such other persons as the chairman of the meeting shall permit, (iii) limitation on the time allotted for consideration of each agenda item and for questions or comments by meeting participants, (iv) restrictions on entry to such meeting after the time prescribed for the commencement thereof and (v) the opening and closing of the voting polls. The Board of Directors, in its discretion, or the chairman of the meeting, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(b) The chairman of the meeting may appoint one or more inspectors of elections. The inspector or inspectors may: (i) ascertain the number of shares outstanding and the voting power of each; (ii) determine the number of shares represented at a meeting and the validity of proxies or ballots; (iii) count all votes and ballots; (iv) determine any challenges made to any determination made by the inspector(s); and (v) certify the determination of the number of shares represented at the meeting and the count of all votes and ballots.

Section 2.13 Absentees' Consent to Meetings. Transactions of any meeting of the stockholders are as valid as though had at a meeting duly held after regular call and notice if a quorum is represented, either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not represented in person or by proxy (and those who, although present, either object at the beginning of the meeting to the transaction of any business because the meeting has not been lawfully called or convened or expressly object at the meeting to the consideration of matters not included in the notice which are legally or by the terms of these Bylaws required to be included therein), signs a written waiver of notice and/or consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records and made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called, noticed or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not properly included in the notice, to the extent such notice is required, if such objection is expressly made at the time any such matters are presented at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of stockholders need be specified in any written waiver of notice or consent, except as otherwise provided in these Bylaws.

ARTICLE III
DIRECTORS

Section 3.1 General Powers; Performance of Duties. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, except as otherwise provided in Chapter 78 of the NRS or the Articles of Incorporation.

Section 3.2 Number, Tenure, and Qualifications. The Board of Directors shall consist of at least one (1) individual. The number of directors may be established and changed from time to time by resolution adopted by the Board of Directors or the stockholders without amendment to these Bylaws or the Articles of Incorporation. Each director shall hold office until his or her successor shall be elected or appointed and qualified or until his or her earlier death, retirement, disqualification, resignation or removal. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his or her term of office. No provision of this Section 3.2 shall restrict the right of the Board of Directors to fill vacancies or the right of the stockholders to remove directors as is hereinafter provided.

Section 3.3 Chairman of the Board. The Board of Directors may elect a chairman of the Board of Directors from the members of the Board of Directors, who shall preside at all meetings of the Board of Directors and stockholders at which he or she shall be present and shall have and may exercise such powers as may, from time to time, be assigned to him or her by the Board of Directors, these Bylaws or as provided by law. If no chairman of the Board of Directors is appointed or if the chairman is absent from a Board of Directors meeting, then the Board of Directors may appoint a chairman for the sole purpose of presiding at any such meeting. If no chairman of the Board of Directors is appointed or if the chairman is absent from any stockholder meeting, then the president shall preside at such stockholder meeting. If the president is absent from any stockholder meeting, the stockholders may appoint a substitute chairman solely for the purpose of presiding over such stockholder meeting.

Section 3.4 Removal and Resignation of Directors. Subject to any rights of the holders of preferred stock, if any, and except as otherwise provided in the NRS, any director may be removed from office with or without cause by the affirmative vote at a meeting or by written consent of the holders of not less than two-thirds (2/3) of the voting power of the issued and outstanding stock of the Corporation entitled to vote generally in the election of directors (voting as a single class), excluding stock entitled to vote only upon the happening of a fact or event unless such fact or event shall have occurred. Any director may resign effective upon giving written notice, unless the notice specifies a later time for effectiveness of such resignation, to the chairman of the Board of Directors, if any, the president or the secretary, or in the absence of all of them, any other officer of the Corporation.

Section 3.5 Vacancies; Newly Created Directorships. Subject to any rights of the holders of preferred stock, if any, any vacancies on the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office, or other cause, and newly created directorships resulting from any increase in the authorized number of directors, may be filled by a majority vote of the directors then in office or by a sole remaining director, in either case though less than a quorum, and the director(s) so chosen shall hold office for a term expiring at the next annual meeting of stockholders and when their successors are elected or appointed, at which the term of the class to which he or she has been elected expires, or until his or her earlier resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent directors.

Section 3.6 Annual and Regular Meetings. Immediately following the adjournment of, and at the same place as, the annual or any special meeting of the stockholders at which directors are elected, the Board of Directors, including directors newly elected, shall hold its annual meeting without call or notice, other than this provision, to elect officers and to transact such further business as may be necessary or appropriate. The Board of Directors may provide by resolution the place, date, and hour for holding regular meetings between annual meetings, and if the Board of Directors so provides with respect to a regular meeting, notice of such regular meeting shall not be required.

Section 3.7 Special Meetings. Subject to any rights of the holders of preferred stock, if any, and except as otherwise required by law, special meetings of the Board of Directors may be called only by the chairman of the Board of Directors, if any, or if there be no chairman of the Board of Directors, by the chief executive officer, if any, or by the president or the secretary, and shall be called by the chairman of the Board of Directors, if any, the chief executive officer, if any, the president, or the secretary upon the request of at least a majority of the Board of Directors. If the chairman of the Board of Directors, or if there be no chairman of the Board of Directors, each of the chief executive officer, the president, and the secretary, fails for any reason to call such special meeting, a special meeting may be called by a notice signed by at least a majority of the Board of Directors.

Section 3.8 Place of Meetings. Any regular or special meeting of the Board of Directors may be held at such place as the Board of Directors, or in the absence of such designation, as the notice calling such meeting, may designate. A waiver of notice signed by the directors may designate any place for the holding of such meeting.

Section 3.9 Notice of Meetings. Except as otherwise provided in Section 3.6, there shall be delivered to each director at the address appearing for him or her on the records of the Corporation, at least twenty-four (24) hours before the time of such meeting, a copy of a written notice of any meeting (i) by delivery of such notice personally, (ii) by mailing such notice postage prepaid, (iii) by facsimile, (iv) by overnight courier, (v) by telegram, or (vi) by electronic transmission or electronic writing, including, without limitation, e-mail. If mailed to an address inside the United States, the notice shall be deemed delivered two (2) business days following the date the same is deposited in the United States mail, postage prepaid. If mailed to an address outside the United States, the notice shall be deemed delivered four (4) business days following the date the same is deposited in the United States mail, postage prepaid. If sent via overnight courier, the notice shall be deemed delivered the business day following the delivery of such notice to the courier. If sent via facsimile, the notice shall be deemed delivered upon sender's receipt of confirmation of the successful transmission. If sent by electronic transmission (including, without limitation, e-mail), the notice shall be deemed delivered when directed to the e-mail address of the director appearing on the records of the Corporation and otherwise pursuant to the applicable provisions of NRS Chapter 75. If the address of any director is incomplete or does not appear upon the records of the Corporation it will be sufficient to address any notice to such director at the registered office of the Corporation. Any director may waive notice of any meeting, and the attendance of a director at a meeting and oral consent entered on the minutes of such meeting shall constitute waiver of notice of the meeting unless such director objects, prior to the transaction of any business, that the meeting was not lawfully called, noticed or convened. Attendance for the express purpose of objecting to the transaction of business thereat because the meeting was not properly called or convened shall not constitute presence or a waiver of notice for purposes hereof.

Section 3.10 Quorum; Adjourned Meetings.

(a) A majority of the directors in office, at a meeting duly assembled, is necessary to constitute a quorum for the transaction of business.

(b) At any meeting of the Board of Directors where a quorum is not present, a majority of those present may adjourn, from time to time, until a quorum is present, and no notice of such adjournment shall be required. At any adjourned meeting where a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 3.11 Manner of Acting. Except as provided in Section 3.13, the affirmative vote of a majority of the directors present at a meeting at which a quorum is present is the act of the Board of Directors.

Section 3.12 Meetings Through Electronic Communications. Members of the Board of Directors or of any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or such committee by any means of electronic communications, videoconferencing, teleconferencing or other available technology permitted under the NRS (including, without limitation, a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other) and utilized by the Corporation. If any such means are utilized, the Corporation shall, to the extent required under the NRS, implement reasonable measures to (a) verify the identity of each person participating through such means as a director or member of the committee, as the case may be, and (b) provide the directors or members of the committee a reasonable opportunity to participate in the meeting and to vote on matters submitted to the directors or members of the committee, including an opportunity to communicate, and to read or hear the proceedings of the meeting in a substantially concurrent manner with such proceedings. Participation in a meeting pursuant to this Section 3.12 constitutes presence in person at the meeting.

Section 3.13 Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or of a committee thereof may be taken without a meeting if, before or after the action, a written consent thereto is signed by all of the members of the Board of Directors or the committee, respectively. The written consent may be signed manually or electronically (or by any other means then permitted under the NRS), and may be so signed in counterparts, including, without limitation, facsimile or email counterparts, and shall be filed with the minutes of the proceedings of the Board of Directors or committee.

Section 3.14 Powers and Duties.

(a) Except as otherwise restricted by Chapter 78 of the NRS or the Articles of Incorporation, the Board of Directors has full control over the business and affairs of the Corporation. The Board of Directors may delegate any of its authority to manage, control or conduct the business of the Corporation to any standing or special committee, or to any officer or agent, and to appoint any persons to be agents of the Corporation with such powers, including the power to subdelegate, and upon such terms as it deems fit.

(b) The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his or her discretion, may submit any contract or act for approval or ratification at any annual meeting of the stockholders or any special meeting properly called and noticed for the purpose of considering any such contract or act, provided a quorum is present.

(c) The Board of Directors may, by resolution passed by at least a majority of the Board of Directors, designate one or more committees, provided that each such committee must have at least one director of the Corporation as a member. Unless the articles of incorporation, the charter of the committee, or the resolutions designating the committee expressly require that all members of such committee be directors of the Corporation, the Board of Directors may appoint natural persons who are not directors of the Corporation to serve on such committee. The Board of Directors may designate one or more individuals as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting (and not disqualified from voting), whether or not he, she or they constitute a quorum, may unanimously appoint another individual to act at the meeting in the place of any such absent or disqualified member. Subject to applicable law and to the extent provided in the resolution of the Board of Directors, any such committee shall have and may exercise all the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

Section 3.15 Compensation. The Board of Directors, without regard to personal interest, may establish the compensation of directors for services in any capacity. If the Board of Directors establishes the compensation of directors pursuant to this Section 3.15, such compensation is presumed to be fair to the Corporation unless proven unfair by a preponderance of the evidence.

Section 3.16 Organization. Meetings of the Board of Directors shall be presided over by the chairman of the Board of Directors, or in the absence of the chairman of the Board of Directors by the vice chairman, if any, or in his or her absence by a chairman chosen at the meeting. The secretary, or in the absence, of the secretary an assistant secretary, shall act as secretary of the meeting, but in the absence of the secretary and any assistant secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting. The order of business at each such meeting shall be as determined by the chairman of the meeting.

ARTICLE IV
OFFICERS

Section 4.1 Election. The Board of Directors shall elect or appoint a president, a secretary and a treasurer or the equivalents of such officers. Such officers shall serve until their respective successors are elected and appointed and shall qualify or until their earlier resignation or removal. The Board of Directors may from time to time, by resolution, elect or appoint such other officers and agents as it may deem advisable, who shall hold office at the pleasure of the Board of Directors, and shall have such titles, powers and duties and be paid such compensation as may be directed by the Board of Directors. Any individual may hold two or more offices.

Section 4.2 Removal; Resignation. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any officer may resign at any time upon written notice to the Corporation. Any such removal or resignation shall be subject to the rights, if any, of the respective parties under any contract between the Corporation and such officer or agent.

Section 4.3 Vacancies. Any vacancy in any office because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term of such office.

Section 4.4 Chief Executive Officer. The Board of Directors may elect a chief executive officer who, subject to the supervision and control of the Board of Directors, shall have the ultimate responsibility for the management and control of the business and affairs of the Corporation and perform such other duties and have such other powers which are delegated to him or her by the Board of Directors, these Bylaws or as provided by law. The chief executive officer: (a) may sign with a vice president or the secretary any or all certificates of stock of the Corporation; (b) in the absence of the chairman of the Board of Directors, shall preside at all meetings of the stockholders and at all meetings of the Board of Directors; (c) shall have the power to sign and execute in the name of the Corporation all contracts, or other instruments authorized by the Board of Directors; and (d) in general, shall perform all duties incident to the office of Chief Executive Officer and such other duties as from time to time may be assigned to him by the Board of Directors or as are prescribed by these Bylaws.

Section 4.5 President. The president shall have such powers and shall perform such duties as may from time to time be assigned to him by the Board of Directors or the chief executive officer and shall have the power to sign and execute in the name of the Corporation all contracts or other instruments authorized by the Board of Directors, except where the Board of Directors or the Bylaws shall expressly delegate or permit some other officer to do so. The president shall keep the Board of Directors fully informed as the Board of Directors may request and shall consult the Board of Directors concerning the business of the Corporation. The president shall be the chief executive officer of the Corporation unless the Board of Directors shall elect or appoint different individuals to hold such positions.

Section 4.6 Vice Presidents. The Board of Directors may elect one or more vice presidents. Each vice president shall have such powers and shall perform such duties as may from time to time be assigned to him or her by the Board of Directors or the chief executive officer and shall have the power to sign and execute in the name of the Corporation all contracts or other instruments authorized by the Board of Directors, except where the Board of Directors or the Bylaws shall expressly delegate or permit some other officer to do so. A vice president may also sign with the chief executive officer certificates of stock of the Corporation.

Section 4.7 Secretary. The secretary: (a) shall keep or cause to be kept the minutes of the meetings of the stockholders, of the Board of Directors and of any committee when so required; (b) shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; (c) shall be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to all documents on which it is required, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of the Bylaws; (d) shall keep or cause to be kept a register of the post office address of each stockholder; (e) may sign with the chief executive officer certificates of stock of the Corporation; and (f) in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the Board of Directors or the chief executive officer.

Section 4.8 Assistant Secretaries. An assistant secretary shall, at the request of the secretary, or in the absence or disability of the secretary, perform all the duties of the secretary. He or she shall perform such other duties as are assigned to him or her by the Board of Directors, the chief executive officer, if any, the president, these Bylaws or as provided by law.

Section 4.9 Chief Financial Officer. The chief financial officer: (a) shall have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of these Bylaws; and (b) in general, perform all the duties incident to the office of chief financial officer and such other duties as from time to time may be assigned to him by the Board of Directors or the chief executive officer. Unless otherwise determined by the Board of Directors, the chief financial officer shall be the treasurer of the Corporation.

Section 4.10 Treasurer. The Treasurer shall keep or cause to be kept the books of account of the Corporation in a thorough and proper manner and shall render statements of the financial affairs of the Corporation in such form and as often as required by the Board of Directors, the chief executive officer or the president. The treasurer, subject to the order of the Board of Directors and in the absence of a chief financial officer, shall have the custody of all funds and securities of the Corporation. The treasurer shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors, the chief executive officer or the president shall designate from time to time. The Board of Directors may require the treasurer to give a bond to the Corporation in such sum and with such security as it may approve, for the faithful performance of the duties of the treasurer, and for restoration to the Corporation, in the event of the treasurer's death, resignation, retirement or removal from office, of all books, records, papers, vouchers, money and other property in the treasurer's custody or control and belonging to the Corporation. The expense of such bond shall be borne by the Corporation.

Section 4.11 Assistant Treasurers. An assistant treasurer shall, at the request of the treasurer, or in the absence or disability of the treasurer, perform all the duties of the treasurer. He or she shall perform such other duties which are assigned to him or her by the Board of Directors, the chief executive officer, if any, the president, the treasurer, these Bylaws or as provided by law. The Board of Directors may require an assistant treasurer to give a bond to the Corporation in such sum and with such security as it may approve, for the faithful performance of the duties of the assistant treasurer, and for restoration to the Corporation, in the event of the assistant treasurer's death, resignation, retirement or removal from office, of all books, records, papers, vouchers, money and other property in the assistant treasurer's custody or control and belonging to the Corporation. The expense of such bond shall be borne by the Corporation.

Section 4.12 Execution of Negotiable Instruments, Deeds and Contracts. All (i) checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Corporation, (ii) deeds, mortgages, proxies, powers of attorney and other written contracts, documents, instruments and agreements to which the Corporation shall be a party, and (iii) assignments or endorsements of stock certificates, registered bonds or other securities owned by the Corporation shall be signed in the name of the Corporation by such officers or other persons as the Board of Directors may from time to time designate. The Board of Directors may authorize the use of the facsimile or electronic signatures of any such persons. Any officer of the Corporation shall be authorized to attend, act and vote, or designate another officer or an agent of the Corporation to attend, act and vote, at any meeting of the owners of any entity in which the Corporation may own an interest or to take action by written consent in lieu thereof. Such officer or agent, at any such meeting or by such written action, shall possess and may exercise on behalf of the Corporation any and all rights and powers incident to the ownership of such interest.

Section 4.13 Salaries. The salaries of the officers who are paid employees shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the Corporation.

ARTICLE V
CAPITAL STOCK

Section 5.1 Issuance. Shares of the Corporation's authorized capital stock shall, subject to any provisions or limitations of the laws of the State of Nevada, the Articles of Incorporation or any contracts or agreements to which the Corporation may be a party, be issued in such manner, at such times, upon such conditions and for such consideration as shall be prescribed by the Board of Directors.

Section 5.2 Stock Certificates and Uncertificated Shares.

(a) All shares of the capital stock of the Corporation shall be uncertificated except that every holder of stock in the Corporation shall be entitled to request that a certificate be issued and signed by or in the name of the Corporation by (i) the chief executive officer, if any, the president or a vice president, and (ii) the secretary, an assistant secretary, the treasurer or the chief financial officer, if any, of the Corporation (or any other two officers or agents so authorized by the Board of Directors), certifying the number of shares of stock owned by him, her or it in the Corporation. Any issuance of uncertificated shares shall have no effect on existing certificates for shares until such certificates are surrendered to the Corporation, or on the respective rights and obligations of the stockholders. Whenever any such certificate is countersigned or otherwise authenticated by a transfer agent or a transfer clerk and by a registrar (other than the Corporation), then a facsimile of the signatures of any corporate officers or agents, the transfer agent, transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. In the event that any officer or officers who have signed, or whose facsimile signatures have been used on any certificate or certificates for stock cease to be an officer or officers because of death, resignation or other reason, before the certificate or certificates for stock have been delivered by the Corporation, the certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed the certificate or certificates, or whose facsimile signature or signatures have been used thereon, had not ceased to be an officer or officers of the Corporation.

(b) Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner thereof a written statement certifying the number and class (and the designation of the series, if any) of the shares owned by such stockholder in the Corporation and any restrictions on the transfer or registration of such shares imposed by the Articles of Incorporation, these Bylaws, any agreement among stockholders or any agreement between the stockholders and the Corporation, and, at least annually thereafter, to the extent required by law, the Corporation shall provide to such stockholders of record holding uncertificated shares, a written statement confirming the information contained in such written statement previously sent. Except as otherwise expressly provided by the NRS, the rights and obligations of the stockholders of the Corporation shall be identical whether or not their shares of stock are represented by certificates.

(c) Each certificate representing shares shall state the following upon the face thereof: (i) the name of the state of the Corporation's organization; (ii) the name of the person to whom issued; (iii) the number and class of shares and the designation of the series, if any, which such certificate represents; (iv) the par value of each share, if any, represented by such certificate or a statement that the shares are without par value. Certificates of stock shall be in such form consistent with law as shall be prescribed by the Board of Directors. No certificate shall be issued until the shares represented thereby are fully paid. In addition to the foregoing, all certificates evidencing shares of the Corporation's stock or other securities issued by the Corporation shall contain such legend or legends as may from time to time be required by the NRS or such other federal, state or local laws or regulations then in effect.

Section 5.3 Surrendered; Lost or Destroyed Certificates. All certificates surrendered to the Corporation, except those representing shares of treasury stock, shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been canceled, except that in case of a lost, stolen, destroyed or mutilated certificate, a new one may be issued therefor. However, any stockholder applying for the issuance of a stock certificate in lieu of one alleged to have been lost, stolen, destroyed or mutilated shall, prior to the issuance of a replacement, provide the Corporation with his, her or its affidavit of the facts surrounding the loss, theft, destruction or mutilation and, if required by the Board of Directors, an indemnity bond in an amount not less than twice the current market value of the stock, and upon such terms as the treasurer or the Board of Directors shall require which shall indemnify the Corporation against any loss, damage, cost or inconvenience arising as a consequence of the issuance of a replacement certificate.

Section 5.4 Replacement Certificate. When the Articles of Incorporation are amended in any way affecting the statements contained in the certificates for outstanding shares of capital stock of the Corporation or it becomes desirable for any reason, in the discretion of the Board of Directors, including, without limitation, the merger of the Corporation with another Corporation or the conversion or reorganization of the Corporation, to cancel any outstanding certificate for shares and issue a new certificate therefor conforming to the rights of the holder, the Board of Directors may order any holders of outstanding certificates for shares to surrender and exchange the same for new certificates within a reasonable time to be fixed by the Board of Directors. The order may provide that a holder of any certificate(s) ordered to be surrendered shall not be entitled to vote, receive distributions or exercise any other rights of stockholders of record until the holder has complied with the order, but the order operates to suspend such rights only after notice and until compliance.

Section 5.5 Transfer of Shares. No transfer of stock shall be valid as against the Corporation except on surrender and cancellation of any certificate(s) therefor accompanied by an assignment or transfer by the registered owner made either in person or under assignment. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares, such uncertificated shares shall be cancelled and issuance of new, equivalent uncertificated shares or certificated shares shall be made to the stockholder entitled thereto and the transaction shall be recorded on the transfer books of the Corporation. Whenever any transfer shall be expressly made for collateral security and not absolutely, the collateral nature of the transfer shall be reflected in the entry of transfer in the records of the Corporation.

Section 5.6 Transfer Agent; Registrars. The Board of Directors may appoint one or more transfer agents, transfer clerks and registrars of transfer and may require all certificates for shares of stock to bear the signature of such transfer agents, transfer clerks and/or registrars of transfer.

Section 5.7 Miscellaneous. The Board of Directors shall have the power and authority to make such rules and regulations not inconsistent herewith as it may deem expedient concerning the issue, transfer, and registration of certificates for shares of the Corporation's stock.

ARTICLE VI
DISTRIBUTIONS

Distributions may be declared, subject to the provisions of the laws of the State of Nevada and the Articles of Incorporation, by the Board of Directors and may be paid in cash, property, shares of corporate stock, or any other medium. The Board of Directors may fix in advance a record date, in accordance with and as provided in Section 2.5, prior to the distribution for the purpose of determining stockholders entitled to receive any distribution.

ARTICLE VII
RECORDS; REPORTS; SEAL; AND FINANCIAL MATTERS

Section 7.1 Records. All original records of the Corporation shall be kept at the principal office of the Corporation by or under the direction of the secretary or at such other place or by such other person as may be prescribed by these Bylaws or the Board of Directors.

Section 7.2 Corporate Seal. The Board of Directors may, by resolution, authorize a seal, and the seal may be used by causing it, or a facsimile, to be impressed or affixed or reproduced or otherwise. Except as otherwise specifically provided herein, any officer of the Corporation shall have the authority to affix the seal to any document requiring it.

Section 7.3 Fiscal Year-End. The fiscal year-end of the Corporation shall be such date as may be fixed from time to time by resolution of the Board of Directors.

Section 7.4 Reserves. The Board of Directors may create, by resolution, such reserves as the directors may, from time to time, in their discretion, deem proper to provide for contingencies, to equalize distributions or to repair or maintain any property of the Corporation, or for such other purpose as the Board of Directors may deem beneficial to the Corporation, and the Board of Directors may modify or abolish any such reserves in the manner in which they were created.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 Indemnification and Insurance.

(a) To the fullest extent permitted by NRS Chapter 78, including but not limited to NRS 78.7502, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding provided that such person conducted himself or herself in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

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

(c) To the extent that a director, officer, or employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Section 8.1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under Sections 8.1(a) and 8.1(b) (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the office, director and employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 8.1(a) and 8.1(b). Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the affirmative vote of the holders of a majority of the voting power and represented at a meeting called for such purpose.

(e) Expenses (including attorney's fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation as they are incurred and in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors as provided in Section 8.1(d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined by a final order of a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

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

(g) The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, agreement, vote or shareholders or disinterested directors, NRS Chapter 78, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and representative of such person.

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

Section 8.2 Amendment. The provisions of this Article VIII relating to indemnification shall constitute a contract between the Corporation and each of its directors, officers, employees or agents which may be modified as to any directors, officers, employees and agents only with that person's consent or as specifically provided in this Section 8.2. Notwithstanding any other provision of these Bylaws relating to their amendment generally, any repeal or amendment of this Article VIII which would adversely affect any right or protection hereunder of any director, officer, employee or agent shall apply to such director, officer, employee or agent only on a prospective basis, and shall not limit the rights of a director, officer, employee or agent to indemnification with respect to any action or failure to act occurring prior to the time of such repeal or amendment. Notwithstanding any other provision of these Bylaws (including, without limitation, Article X), no repeal or amendment of these Bylaws shall affect any or all of this Article VIII so as to limit or reduce the indemnification in any manner unless adopted by (i) the unanimous vote of the directors of the Corporation then serving, or (ii) by the stockholders as set forth in Article X; provided that no such amendment shall have a retroactive effect inconsistent with the preceding sentence.

ARTICLE IX
CHANGES IN NEVADA LAW

References in these Bylaws to the laws of the State of Nevada or the NRS or to any provision thereof shall be to such law as it existed on the date these Bylaws were adopted or as such law thereafter may be changed; provided that (i) in the case of any change which expands the liability of directors, officers, employees and agents or limits the indemnification rights or the rights to advancement of expenses which the Corporation may provide in Article VIII, the rights to limited liability, to indemnification and to the advancement of expenses provided in the Articles of Incorporation and/or these Bylaws shall continue as theretofore to the extent permitted by law and (ii) if such change permits the Corporation, without the requirement of any further action by stockholders or the Board of Directors, to limit further the liability of directors or limit the liability of officers or to provide broader indemnification rights or rights to the advancement of expenses than the Corporation was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the fullest extent permitted by applicable law.

ARTICLE X
AMENDMENT OR REPEAL

Section 10.1 Amendment of Bylaws.

(a) Board of Directors. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to amend or repeal these Bylaws or to adopt new bylaws.

(b) Stockholders. Notwithstanding Section 10.1(a), these Bylaws may be amended or repealed in any respect, and new bylaws may be adopted, in each case by the affirmative vote of the holders of at least a majority of the outstanding voting power of the Corporation, voting together as a single class.

* * * * *

CERTIFICATION

The undersigned, as the duly elected Secretary of DISH Network Corporation, a Nevada corporation (the "Corporation"), does hereby certify that the foregoing Bylaws were adopted as the bylaws of the Corporation by the Board of Directors of the Corporation as of December 31, 2023.

/s/ Timothy A. Messner
Timothy A. Messner, Secretary

Exhibit 4.1

SUPPLEMENTAL INDENTURE

DISH NETWORK CORPORATION,

ECHOSTAR CORPORATION

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

First Supplemental Indenture

December 29, 2023

3.375% Convertible Notes due 2026

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE ("Supplemental Indenture"), dated as of December 29, 2023, among DISH Network Corporation, a Nevada corporation (the "Company"), Echostar Corporation, a Nevada corporation ("EchoStar") and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as Trustee (the "Trustee").

RECITALS

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of August 8, 2016 (the "Indenture"), pursuant to which the Company issued its 3.375% Convertible Notes due 2026 (the "Notes");

WHEREAS, the Company, EchoStar and EAV Corp., a Nevada corporation and a wholly owned direct subsidiary of EchoStar ("Merger Sub"), entered into an Amended and Restated Agreement and Plan of Merger, dated as of October 2, 2023 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of EchoStar;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Merger (the "Effective Time"), each share of Class A Common Stock, par value $0.01 per share, of the Company ("DISH Network Class A Common Stock") that is outstanding immediately prior to the Effective Time will be converted into the right to receive a number of validly issued, fully paid and non-assessable shares of Class A Common Stock, par value $0.001 per share, of Echostar ("Echostar Class A Common Stock"), equal to 0.350877 (the "Exchange Ratio");

WHEREAS, Section 14.07(a) of the Indenture provides that in the case of, among other events, any consolidation, merger or other combination involving the Company as a result of which the DISH Network Class A Common Stock would be converted into, or exchanged for stock, other securities, other property or assets (any such event a "Share Exchange Event" and any such stock, other securities, other property or assets, "Reference Property"), then the Company, or the successor or purchasing corporation, as the case may be, will execute with the Trustee a supplemental indenture providing that, at and after the effective time of the Share Exchange Event, the right to convert each $1,000 principal amount of Notes will be changed into a right to convert such principal amount of Notes into the kind and amount of Reference Property that a holder of a number of shares of the DISH Network Class A Common Stock equal to the Conversion Rate (as defined in the Indenture) immediately prior to such Share Exchange Event would have been entitled to receive upon such Share Exchange Event;

WHEREAS, the Conversion Rate in effect immediately prior to the Effective Time, was 15.3429 shares of DISH Class A Common Stock per $1,000 principal amount of Notes;

WHEREAS, Section 10.01(g) of the Indenture provides that in connection with any Share Exchange Event, without the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture and the Notes to provide that the Notes are convertible into Reference Property, subject to Section 14.02 of the Indenture, and make certain related changes to the terms of the Indenture and the Notes to the extent expressly required by the Indenture; and

WHEREAS, all conditions for the execution and delivery of this Supplemental Indenture have been complied with or have been done or performed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Supplemental Indenture hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 *General*. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

ARTICLE 2

AGREEMENTS OF PARTIES

Section 2.01 *Conversion of Notes*. In accordance with Section 14.07(a) of the Indenture, from and after the Effective Time, the right to convert each $1,000 principal amount of Notes into shares of DISH Network Class A Common Stock will be changed into a right to convert such principal amount of Notes into the number of shares of EchoStar Class A Common Stock that a holder of a number of shares of the DISH Network Class A Common Stock equal to the Conversion Rate immediately prior to the Effective Time would have been entitled to receive at the Effective Time (*e.g.*, a holder of $1,000 principal amount of Notes with a Conversion Rate of 15.3429 would have the right to convert such principal amount into 5.3835 shares of EchoStar Class A Common Stock, calculated by multiplying such Conversion Rate (15.3429) by the Exchange Ratio (0.350877)); provided, however, that

(a) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 14.02 of the Indenture; and

(b) (I) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall continue to be payable in cash, (II) any shares of DISH Network Class A Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall instead be deliverable in shares of EchoStar Class A Common Stock that a holder of a number of shares of the DISH Network Class A Common Stock would have been entitled to receive at the Effective Time and (III) the Daily VWAP shall be calculated based on the per share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page “SATS <equity> AQR” (or its equivalent successor if such page is not available).

Section 2.02 The provisions of the Indenture (including, for the avoidance of doubt, the anti-dilution and other adjustments contained in Article 14 of the Indenture), as modified herein, shall apply *mutatis mutandis* to this Supplemental Indenture, including the Holders' right to convert each $1,000 principal amount of Notes into shares of EchoStar Class A Common Stock. EchoStar hereby agrees to take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary to effectuate any such conversion in accordance with the provisions of the Indenture, as modified herein.

Section 2.03 References to the "Company" in the definition of "Fundamental Change" in Section 1.01 of the Indenture shall instead be references to "EchoStar". Except as amended hereby, the purchase rights set forth in Article 15 of the Indenture shall continue to apply.

ARTICLE 3

MISCELLANEOUS PROVISIONS

Section 3.01 *Effectiveness; Construction*. This Supplemental Indenture shall become effective as of the Effective Time. Upon such effectiveness, the Indenture shall be modified in accordance herewith. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby. The Indenture and this Supplemental Indenture shall henceforth be read and construed together.

Section 3.02 *Indenture Remains in Full Force and Effect*. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 3.03 *Trustee Matters*. The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as supplemented hereby. The Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 3.04 *Effect of Headings*. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.05 *Successors and Assigns*. All covenants and agreements in this Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

Section 3.06 *Separability Clause*. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.07 *Benefits of the Indenture*. Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 3.08 *Governing Law.* This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.09 *Supplemental Indenture May Be Executed in Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

DISH NETWORK CORPORATION

By: /s/ Paul W. Orban
Name: Paul W. Orban
Title: Executive Vice President and Chief Financial Officer

ECHOSTAR CORPORATION

By: /s/ Dean A. Manson
Name: Dean A. Manson
Title: Chief Legal Officer and Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: /s/ Benjamin J. Krueger
Name: Benjamin J. Krueger
Title: Vice President

Signature page to First Supplemental Indenture relating to the 3.375% Convertible Notes due 2026

Exhibit 4.2

SUPPLEMENTAL INDENTURE

DISH NETWORK CORPORATION,

ECHOSTAR CORPORATION

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

First Supplemental Indenture

December 29, 2023

2.375% Convertible Notes due 2024

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE ("Supplemental Indenture"), dated as of December 29, 2023, among DISH Network Corporation, a Nevada corporation (the "Company"), Echostar Corporation, a Nevada corporation ("EchoStar") and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as Trustee (the "Trustee").

RECITALS

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of March 17, 2017 (the "Indenture"), pursuant to which the Company issued its 2.375% Convertible Notes due 2024 (the "Notes");

WHEREAS, the Company, EchoStar and EAV Corp., a Nevada corporation and a wholly owned direct subsidiary of EchoStar ("Merger Sub"), entered into an Amended and Restated Agreement and Plan of Merger, dated as of October 2, 2023 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of EchoStar;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Merger (the "Effective Time"), each share of Class A Common Stock, par value $0.01 per share, of the Company ("DISH Network Class A Common Stock") that is outstanding immediately prior to the Effective Time will be converted into the right to receive a number of validly issued, fully paid and non-assessable shares of Class A Common Stock, par value $0.001 per share, of Echostar ("Echostar Class A Common Stock"), equal to 0.350877 (the "Exchange Ratio");

WHEREAS, Section 14.07(a) of the Indenture provides that in the case of, among other events, any consolidation, merger or other combination involving the Company as a result of which the DISH Network Class A Common Stock would be converted into, or exchanged for stock, other securities, other property or assets (any such event a "Share Exchange Event" and any such stock, other securities, other property or assets, "Reference Property"), then the Company, or the successor or purchasing corporation, as the case may be, will execute with the Trustee a supplemental indenture providing that, at and after the effective time of the Share Exchange Event, the right to convert each $1,000 principal amount of Notes will be changed into a right to convert such principal amount of Notes into the kind and amount of Reference Property that a holder of a number of shares of the DISH Network Class A Common Stock equal to the Conversion Rate (as defined in the Indenture) immediately prior to such Share Exchange Event would have been entitled to receive upon such Share Exchange Event;

WHEREAS, the Conversion Rate in effect immediately prior to the Effective Time, was 12.1630 shares of DISH Class A Common Stock per $1,000 principal amount of Notes;

WHEREAS, Section 10.01(g) of the Indenture provides that in connection with any Share Exchange Event, without the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture and the Notes to provide that the Notes are convertible into Reference Property, subject to Section 14.02 of the Indenture, and make certain related changes to the terms of the Indenture and the Notes to the extent expressly required by the Indenture; and

WHEREAS, all conditions for the execution and delivery of this Supplemental Indenture have been complied with or have been done or performed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Supplemental Indenture hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 *General*. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

ARTICLE 2

AGREEMENTS OF PARTIES

Section 2.01 *Conversion of Notes*. In accordance with Section 14.07(a) of the Indenture, from and after the Effective Time, the right to convert each $1,000 principal amount of Notes into shares of DISH Network Class A Common Stock will be changed into a right to convert such principal amount of Notes into the number of shares of EchoStar Class A Common Stock that a holder of a number of shares of the DISH Network Class A Common Stock equal to the Conversion Rate immediately prior to the Effective Time would have been entitled to receive at the Effective Time (*e.g.*, a holder of $1,000 principal amount of Notes with a Conversion Rate of 12.1630 would have the right to convert such principal amount into 4.2677 shares of EchoStar Class A Common Stock, calculated by multiplying such Conversion Rate (12.1630) by the Exchange Ratio (0.350877)); provided, however, that

(a) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 14.02 of the Indenture; and

(b) (I) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall continue to be payable in cash, (II) any shares of DISH Network Class A Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall instead be deliverable in shares of EchoStar Class A Common Stock that a holder of a number of shares of the DISH Network Class A Common Stock would have been entitled to receive at the Effective Time and (III) the Daily VWAP shall be calculated based on the per share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page “SATS <equity> AQR” (or its equivalent successor if such page is not available).

Section 2.02 The provisions of the Indenture (including, for the avoidance of doubt, the anti-dilution and other adjustments contained in Article 14 of the Indenture), as modified herein, shall apply *mutatis mutandis* to this Supplemental Indenture, including the Holders' right to convert each $1,000 principal amount of Notes into shares of EchoStar Class A Common Stock. EchoStar hereby agrees to take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary to effectuate any such conversion in accordance with the provisions of the Indenture, as modified herein.

Section 2.03 References to the "Company" in the definition of "Fundamental Change" in Section 1.01 of the Indenture shall instead be references to "EchoStar". Except as amended hereby, the purchase rights set forth in Article 15 of the Indenture shall continue to apply.

ARTICLE 3

MISCELLANEOUS PROVISIONS

Section 3.01 *Effectiveness; Construction*. This Supplemental Indenture shall become effective as of the Effective Time. Upon such effectiveness, the Indenture shall be modified in accordance herewith. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby. The Indenture and this Supplemental Indenture shall henceforth be read and construed together.

Section 3.02 *Indenture Remains in Full Force and Effect*. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 3.03 *Trustee Matters*. The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as supplemented hereby. The Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 3.04 *Effect of Headings*. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.05 *Successors and Assigns*. All covenants and agreements in this Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

Section 3.06 *Separability Clause*. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.07 *Benefits of the Indenture*. Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 3.08 *Governing Law.* This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.09 *Supplemental Indenture May Be Executed in Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

DISH NETWORK CORPORATION

By: /s/ Paul W. Orban
Name: Paul W. Orban
Title: Executive Vice President and
Chief Financial Officer

ECHOSTAR CORPORATION

By: /s/ Dean A. Manson
Name: Dean A. Manson
Title: Chief Legal Officer and Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: /s/ Benjamin J. Krueger
Name: Benjamin J. Krueger
Title: Vice President

Signature page to First Supplemental Indenture relating to the 2.375% Convertible Notes due 2024

Exhibit 4.3

SUPPLEMENTAL INDENTURE

DISH NETWORK CORPORATION,

ECHOSTAR CORPORATION

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

First Supplemental Indenture

December 29, 2023

0% Convertible Notes due 2025

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE ("Supplemental Indenture"), dated as of December 29, 2023, among DISH Network Corporation, a Nevada corporation (the "Company"), Echostar Corporation, a Nevada corporation ("EchoStar") and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as Trustee (the "Trustee").

RECITALS

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of December 21, 2020 (the "Indenture"), pursuant to which the Company issued its 0% Convertible Notes due 2025 (the "Notes");

WHEREAS, the Company, EchoStar and EAV Corp., a Nevada corporation and a wholly owned direct subsidiary of EchoStar ("Merger Sub"), entered into an Amended and Restated Agreement and Plan of Merger, dated as of October 2, 2023 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of EchoStar;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Merger (the "Effective Time"), each share of Class A Common Stock, par value $0.01 per share, of the Company ("DISH Network Class A Common Stock") that is outstanding immediately prior to the Effective Time will be converted into the right to receive a number of validly issued, fully paid and non-assessable shares of Class A Common Stock, par value $0.001 per share, of Echostar ("Echostar Class A Common Stock"), equal to 0.350877 (the "Exchange Ratio");

WHEREAS, Section 14.07(a) of the Indenture provides that in the case of, among other events, any consolidation, merger or other combination involving the Company as a result of which the DISH Network Class A Common Stock would be converted into, or exchanged for stock, other securities, other property or assets (any such event a "Share Exchange Event" and any such stock, other securities, other property or assets, "Reference Property"), then the Company, or the successor or purchasing corporation, as the case may be, will execute with the Trustee a supplemental indenture providing that, at and after the effective time of the Share Exchange Event, the right to convert each $1,000 principal amount of Notes will be changed into a right to convert such principal amount of Notes into the kind and amount of Reference Property that a holder of a number of shares of the DISH Network Class A Common Stock equal to the Conversion Rate (as defined in the Indenture) immediately prior to such Share Exchange Event would have been entitled to receive upon such Share Exchange Event;

WHEREAS, the Conversion Rate in effect immediately prior to the Effective Time, was 24.4123 shares of DISH Class A Common Stock per $1,000 principal amount of Notes;

WHEREAS, Section 10.01(g) of the Indenture provides that in connection with any Share Exchange Event, without the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture and the Notes to provide that the Notes are convertible into Reference Property, subject to Section 14.02 of the Indenture, and make certain related changes to the terms of the Indenture and the Notes to the extent expressly required by the Indenture; and

WHEREAS, all conditions for the execution and delivery of this Supplemental Indenture have been complied with or have been done or performed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Supplemental Indenture hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 *General*. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

ARTICLE 2

AGREEMENTS OF PARTIES

Section 2.01 *Conversion of Notes*. In accordance with Section 14.07(a) of the Indenture, from and after the Effective Time, the right to convert each $1,000 principal amount of Notes into shares of DISH Network Class A Common Stock will be changed into a right to convert such principal amount of Notes into the number of shares of EchoStar Class A Common Stock that a holder of a number of shares of the DISH Network Class A Common Stock equal to the Conversion Rate immediately prior to the Effective Time would have been entitled to receive at the Effective Time (*e.g.*, a holder of $1,000 principal amount of Notes with a Conversion Rate of 24.4123 would have the right to convert such principal amount into 8.5657 shares of EchoStar Class A Common Stock, calculated by multiplying such Conversion Rate (24.4123) by the Exchange Ratio (0.350877)); provided, however, that

(a) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 14.02 of the Indenture; and

(b) (I) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall continue to be payable in cash, (II) any shares of DISH Network Class A Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall instead be deliverable in shares of EchoStar Class A Common Stock that a holder of a number of shares of the DISH Network Class A Common Stock would have been entitled to receive at the Effective Time and (III) the Daily VWAP shall be calculated based on the per share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page “SATS <equity> AQR” (or its equivalent successor if such page is not available).

Section 2.02 The provisions of the Indenture (including, for the avoidance of doubt, the anti-dilution and other adjustments contained in Article 14 of the Indenture), as modified herein, shall apply *mutatis mutandis* to this Supplemental Indenture, including the Holders' right to convert each $1,000 principal amount of Notes into shares of EchoStar Class A Common Stock. EchoStar hereby agrees to take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary to effectuate any such conversion in accordance with the provisions of the Indenture, as modified herein.

Section 2.03 References to the "Company" in the definition of "Fundamental Change" in Section 1.01 of the Indenture shall instead be references to "EchoStar". Except as amended hereby, the purchase rights set forth in Article 15 of the Indenture shall continue to apply.

ARTICLE 3

MISCELLANEOUS PROVISIONS

Section 3.01 *Effectiveness; Construction*. This Supplemental Indenture shall become effective as of the Effective Time. Upon such effectiveness, the Indenture shall be modified in accordance herewith. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby. The Indenture and this Supplemental Indenture shall henceforth be read and construed together.

Section 3.02 *Indenture Remains in Full Force and Effect*. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 3.03 *Trustee Matters*. The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as supplemented hereby. The Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 3.04 *Effect of Headings*. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.05 *Successors and Assigns*. All covenants and agreements in this Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

Section 3.06 *Separability Clause*. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.07 *Benefits of the Indenture*. Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Holders of Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 3.08 *Governing Law.* This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.09 *Supplemental Indenture May Be Executed in Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

DISH NETWORK CORPORATION

By: /s/ Paul W. Orban
Name: Paul W. Orban
Title: Executive Vice President and Chief Financial Officer

ECHOSTAR CORPORATION

By: /s/ Dean A. Manson
Name: Dean A. Manson
Title: Chief Legal Officer and Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: /s/ Benjamin J. Krueger
Name: Benjamin J. Krueger
Title: Vice President

Exhibit 4.4

WARRANT AMENDMENT LETTER AGREEMENT

THIS WARRANT AMENDMENT LETTER AGREEMENT (this "**Letter Agreement**"), dated as of December 31, 2023, is entered into among [*Dealer*] (the "**Dealer**"), DISH Network Corporation (the "**Counterparty**") and EchoStar Corporation (the "**Parent**").

WITNESSETH

WHEREAS, the Dealer and the Counterparty have executed and delivered a Base Confirmation, dated as of August 2, 2016, and an Additional Confirmation, dated as of August 3, 2016, pursuant to which the Counterparty sold to the Dealer, and the Dealer purchased from the Counterparty, warrants entitling the Dealer to purchase shares of Class A Common Stock, par value USD 0.01 per share, of the Counterparty (each, as amended, modified, terminated or unwound from time to time, a "**Confirmation**" and together, the "**Confirmations**");

WHEREAS, under the terms of the Amended and Restated Agreement and Plan of Merger, dated as of October 2, 2023 (the "**Merger Agreement**"), by and among the Counterparty, the Parent and EAV Corp., a Nevada corporation and a wholly owned direct subsidiary of the Parent ("**Merger Sub**"), at the effective time of the merger transaction contemplated by the Merger Agreement (the "**Effective Time**"), Merger Sub will merge with and into the Counterparty (the "**Merger**"), with the Counterparty surviving the Merger as a wholly owned subsidiary of the Parent, and each Share (as defined in the Confirmations) that is outstanding immediately prior to the Effective Time will be converted into the right to receive 0.350877 validly issued, fully paid and non-assessable shares of Class A Common Stock, par value USD 0.001 per share, of the Parent (the "**Parent Shares**"), and the right to receive cash in lieu of fractional shares;

WHEREAS, pursuant to the terms of the Confirmations, upon the occurrence of an Announcement Event, the provisions opposite the caption "Consequences of Announcement Events" under the heading "Extraordinary Events" in each of the Confirmations shall apply;

WHEREAS, pursuant to the terms of the Confirmations, upon the occurrence of a Merger Event for which "Share-for-Share" is applicable (which includes the Merger), Modified Calculation Agent Adjustment shall apply to the transactions contemplated by the Confirmations;

WHEREAS, pursuant to the terms of the Confirmations, if in respect of a Merger Event (including the Merger), the Counterparty following such Merger Event will not be the issuer of the Shares, then the provisions opposite the caption "Modified Calculation Agent Adjustment" under the heading "Extraordinary Events" in each of the Confirmations shall apply and, unless certain conditions are satisfied, Section 12.2(e)(ii) of the Equity Definitions shall apply; and

WHEREAS, the parties wish to have the Confirmations and the transactions thereunder remain in full force and effect (and not terminated or cancelled), as further provided herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Dealer, the Counterparty and the Parent for the benefit of each other agree as follows:

ARTICLE 1

Section 1.01. *Parent Shares*. The parties agree that, pursuant to the Confirmations, from and after the Effective Date (as defined below) (i) the Parent Shares will be deemed the "Shares", the Counterparty shall remain the counterparty to the Confirmations, the Parent will be deemed the issuer of the Shares under the Confirmation and the Equity Definitions and the text opposite the caption "Shares" under the heading "General" in each of the Confirmations is hereby amended and restated in its entirety to read "The Class A Common Stock, par value USD 0.001 per share, of EchoStar Corporation" and (ii) references in the Confirmations to the Counterparty in its role as Issuer of the Shares shall be deemed to be references to the Parent (including, without limitation, with respect to the obligations of the Counterparty as Issuer of the Shares pursuant to the provisions opposite the captions "Registration/Private Placement Procedures" and "Share Deliveries", in each case, under the heading "Miscellaneous" in each of the Confirmations and the provisions set forth in Annex A to the Confirmations).

Section 1.02. *Repurchase Notices*. From and after the Effective Date, the requirement for the Counterparty to provide Repurchase Notices pursuant to the provisions opposite the caption "Repurchase Notices" under the heading "Miscellaneous" in each of the Confirmations if the Counterparty effects any repurchases of Shares (and certain other conditions are met as set forth therein) shall be deemed to reference the Parent as the party repurchasing Parent Shares. For the avoidance of doubt, the Counterparty, and not the Parent, will remain responsible for any delivery or indemnification requirements pursuant to the terms opposite the caption "Repurchase Notices" under the heading "Miscellaneous" in each of the Confirmations.

Section 1.03. *Credit Support.* From and after the Effective Date, the Parent shall be a Credit Support Provider and the Guarantee (as defined below) shall be a Credit Support Document.

Section 1.04. *Additional Termination Events.* For the avoidance of doubt, from and after the Effective Date, the Additional Termination Events set forth in clauses (ii) and (iii) below the caption "Additional Termination Event" under the heading "Miscellaneous" in each of the Confirmations shall relate to the Parent and not the Counterparty.

Section 1.05. *Wholly-Owned Subsidiary and Parent Closing Opinion*. From and after the Effective Date, the following shall be added as new clauses (iv) and (v) below the caption "Additional Termination Events" under the heading "Miscellaneous" in each of the Confirmations:

"(iv) DISH Network Corporation ceases to be a wholly-owned subsidiary of EchoStar Corporation.

(v) Notwithstanding anything to the contrary in this Confirmation, if EchoStar Corporation ("**Parent**") shall have failed to deliver to Dealer on or prior to January 9, 2024 a Parent Closing Opinion (as defined below), then such event shall constitute an Additional Termination Event applicable to the Transaction and, with respect to such Additional Termination Event, (A) Counterparty shall be deemed to be the sole Affected Party, (B) the Transaction shall be the sole Affected Transaction and (C) Dealer shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement. For the avoidance of doubt, the provisions under the caption "Alternative Calculations and Dealer Payment on Early Termination and on Certain Extraordinary Events" under the heading "Miscellaneous" in each of the Confirmations shall not apply to the Additional Termination Event described in the immediately preceding sentence. "**Parent Closing Opinion**" shall mean an opinion or opinions of counsel (subject to customary assumptions, qualifications, and exceptions) with respect to (i) valid existence of Parent, (ii) due authorization, execution and delivery of the letter agreement, dated December 31, 2023, among Dealer, Counterparty and Parent amending this Confirmation and the guarantee of Parent delivered pursuant thereto, (iii) due authorization of the Warrant Shares, as well as their valid issuance and fully-paid and non-assessable status when delivered pursuant to the terms of the Warrant Confirmations and (iv) consummation of the transactions under such letter agreement and guarantee do not violate (w) applicable federal laws of the United States, (x) applicable laws of the State of New York and the State of Nevada and (y) any provision of its constitutional documents (including its articles of incorporation and by-laws)."

Section 1.06. *Alternative Calculations and Payment on Early Termination and on Certain Extraordinary Events.* The following sentence is hereby added to the end of paragraph opposite the caption "Alternative Calculations and Counterparty Payment on Early Termination and on Certain Extraordinary Events" under the heading "Miscellaneous" in each of the Confirmations:

"For the avoidance of doubt, the provisions contained within this paragraph shall not apply to the Additional Termination Event described in clause (iv) below the caption "Additional Termination Events" under the heading "Miscellaneous" of this Confirmation."

Section 1.07. *Material Non-Public Information*. From and after the Effective Date, all references in the Confirmations to the Counterparty's possession or awareness of material non-public information with respect to the Counterparty and/or the Shares shall be deemed to be references to the Counterparty's and the Parent's collective possession or awareness of material non-public information with respect to the Parent and/or the Parent Shares, as applicable.

Section 1.08. *Status of Claims in Bankruptcy*. From and after the Effective Date, the text opposite the caption "Status of Claims in Bankruptcy" under the heading "Miscellaneous" in each of the Confirmations shall be replaced with the following provision (for the avoidance of doubt, references to "Issuer" and "Counterparty" in the provision below are references to the Parent and the Counterparty, respectively):

"Dealer acknowledges and agrees that this Confirmation is not intended to convey to Dealer rights with respect to the Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of the Issuer or the Counterparty; *provided* that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by the Issuer or the Counterparty of its obligations and agreements with respect to the Transaction outside of the Issuer's or the Counterparty's bankruptcy, respectively; *provided*, *further*, that nothing herein shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transaction."

Section 1.09. *Relevant Price.* From and after the Effective Date, the text opposite the caption "Relevant Price" under the heading "Settlement Terms" in each of the Confirmations shall be revised by deleting "Bloomberg page DISH <equity> AQR" and replacing it with "Bloomberg page SATS <equity> AQR".

Section 1.10. *Calculation Agent.* Notwithstanding anything to the contrary in the Confirmations, the Agreement or the Equity Definitions, the Calculation Agent may make conforming changes to the terms of the transactions contemplated by the Confirmations as it deems appropriate to effect the amendments to the Confirmations evidenced by this Letter Agreement (including, for the avoidance of doubt, to account for the exchange ratio in the Merger being 0.350877 Parent Shares per one share of Class A Common Stock, par value USD 0.01 per share, of the Counterparty).

Section 1.11. *Notices.* From and after the Effective Date, the text below the caption "Contact information" in each of the Confirmations shall be revised by [(i) deleting the text contained in subsection (b) and replacing it with the following:

"(b) Address for notices or communications to Dealer:

[_____]

and (ii)][1] adding the following new subsection (c):

"(c) Issuer

To: EchoStar Corporation
100 Inverness Terrace East
Englewood, Colorado 80112
Attn: Chief Legal Officer
Email: legalnotices@echostar.com (with a copy to dean.manson@echostar.com)"

[*Insert Regulatory Boilerplate Amendments, if any, Required for Dealer*]

ARTICLE 2

Section 2.01. *Conditions to Effectiveness.* This Letter Agreement shall be effective on the date (the "**Effective Date**") the following conditions are satisfied or waived:

(a) The Merger has become effective.

(b) This Letter Agreement has been duly executed and delivered by each of the Dealer, the Counterparty and the Parent.

[1] To be included for Dealers requiring updates to their notice information.

(c) The Warrant Guarantee by the Parent in favor of the Dealer dated as of the date hereof in form and substance acceptable to the Dealer (the "**Guarantee**") shall have been executed and delivered to the Dealer, and is enforceable against the Parent in accordance with its terms.

(d) The letter agreement dated as of the date hereof amending the base confirmation dated as of August 2, 2016 and the additional confirmation, dated as of August 3, 2016, pursuant to which the Dealer sold to the Counterparty call options entitling the Counterparty to purchase Shares (as defined in the Confirmations), has been duly executed and delivered by each of the Dealer, the Counterparty and the Parent, and is enforceable against each in accordance with its terms.

(e) The Counterparty has delivered to the Dealer an opinion of counsel in form and substance reasonably acceptable to the Dealer dated as of the date of this Letter Agreement.

ARTICLE 3

Section 3.01. *Mutual Representations and Warranties.* Each party represents to the other parties that:

(a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

(b) It has the power to execute this Letter Agreement and any other documentation relating to this Letter Agreement to which it is a party, to deliver this Letter Agreement and any other documentation relating to this Letter Agreement that it is required by this Letter Agreement to deliver and to perform its obligations under this Letter Agreement and has taken all necessary action to authorize such execution, delivery and performance.

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

(d) No consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required in connection with the execution, delivery or performance by such party of this Letter Agreement, except such as have been obtained or made and such as may be required under the Securities Act or state securities laws.

(e) Its obligations under this Letter Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, fraudulent conveyance, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law) and except that rights to indemnification and contribution may be limited by federal or state securities laws or public policy relating thereto).

Section 3.02. *Additional Representations and Warranties of the Counterparty.* The Counterparty represents to the Dealer that:

(a) It is not entering into this Letter Agreement to create actual or apparent trading activity in the Parent Shares (or any security convertible into or exchangeable for the Parent Shares) or to raise or depress or otherwise manipulate the price of the Parent Shares (or any security convertible into or exchangeable for the Parent Shares) in violation of the Exchange Act.

(b) It is not, on the date hereof, aware of any material non-public information with respect to the Parent or the Parent Shares.

(c) It (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least USD 50 million.

(d) The Counterparty is a wholly-owned subsidiary of the Parent.

(e) It is not and, after giving effect to the transactions contemplated by this Letter Agreement, will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(f) To its knowledge and assuming that none of Dealer or its affiliates owns or holds (however defined) any Parent Shares other than in connection with the Transactions under the Confirmations, no state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to the Parent Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates having the power to vote, owning or holding (however defined) Parent Shares; *provided* that it makes no representation or warranty regarding any such requirement that is applicable generally to the ownership of equity securities by Dealer or any of its affiliates solely as a result of it or any of such affiliates being a financial institution, investment advisor or broker-dealer.

Section 3.03. *Additional Representations, Warranties and Covenants of the Parent.* The Parent represents to the Dealer that:

(a) It is not entering into this Letter Agreement to create actual or apparent trading activity in the Parent Shares (or any security convertible into or exchangeable for the Parent Shares) or to raise or depress or otherwise manipulate the price of the Parent Shares (or any security convertible into or exchangeable for the Parent Shares) in violation of the Exchange Act.

(b) It is not, on the date hereof, aware of any material non-public information with respect to the Parent or the Parent Shares.

(c) It (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least USD 50 million.

(d) The Counterparty is a wholly-owned subsidiary of the Parent.

(e) It is not and, after giving effect to the transactions contemplated by this Letter Agreement, will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(f) To its knowledge and assuming that none of Dealer or its affiliates owns or holds (however defined) any Parent Shares other than in connection with the Transactions under the Confirmations, no state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to the Parent Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates having the power to vote, owning or holding (however defined) Parent Shares; *provided* that it makes no representation or warranty regarding any such requirement that is applicable generally to the ownership of equity securities by Dealer or any of its affiliates solely as a result of it or any of such affiliates being a financial institution, investment advisor or broker-dealer.

(g) The Parent Shares issuable upon exercise of all Warrants (the "Warrant Shares") have been duly authorized and, when delivered pursuant to the terms hereof, shall be validly issued, fully-paid and non-assessable, and such issuance of the Warrant Shares shall not be subject to any preemptive or similar rights. In the case of each Confirmation, Parent shall obtain, on or prior to the Effective Date, any approval of the Exchange (to the extent such approval is required by the Exchange) for the listing or quotation on the Exchange of a number of Warrant Shares equal to the Maximum Delivery Amount under such Confirmation, subject to notice of issuance. In the case of each Confirmation, Parent shall ensure that at all times until its delivery obligations thereunder have been met in full (a) that the total number of Parent Shares reserved for issuance thereunder is at least equal to the Maximum Delivery Amount for such Confirmation and (b) that a number of Warrant Shares equal to the Maximum Delivery Amount for such Confirmation shall remain listed on the Exchange.

ARTICLE 4

Section 4.01. *Counterparts.* This Letter Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures thereto and hereto were upon the same instrument. The exchange of copies of this Letter Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Letter Agreement as to the parties hereto and may be used in lieu of the original Letter Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 4.02. *Governing Law; Jurisdiction.* THIS LETTER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS LETTER AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

Section 4.03. *Defined Terms.* Capitalized terms used herein without definition shall have the meanings assigned to them in the Confirmations.

Section 4.04. *Headings.* The section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.05. *Entire Agreement; No Waiver or Amendment.* This Letter Agreement is intended as an amendment to the Confirmations, and shall not be construed as terminating the Confirmations. Except for any amendment to the Confirmations made pursuant to this Letter Agreement, all terms and conditions of the Confirmations will continue in full force and effect in accordance with the provisions thereunder. References to the Confirmations will be to the Confirmations, as amended by this Letter Agreement.

Nothing in this Letter Agreement shall be read to amend, modify, or supplement the Confirmations other than as expressly set forth herein. Neither party hereto waives any of its other rights, remedies, covenants, obligations or provisions under the Confirmations (including, without limitation, the Dealer's rights (x) in respect of any announcement relating to the Merger as set forth opposite the caption "Consequences of Announcement Events" under the heading "Extraordinary Events" in each of the Confirmations and (y) pursuant to Section 12.2(e) of the Equity Definitions with respect to the Merger); *provided* that the parties agree and acknowledge that this Letter Agreement shall satisfy the condition precedent described in the language opposite the caption "Modified Calculation Agent Adjustment" under the heading "Extraordinary Events" in each of the Confirmations.

Section 4.06. *No Reliance.* Each of the Parent and the Counterparty confirms that it has relied on the advice of its own counsel and other advisors (to the extent it deems appropriate) with respect to any legal, tax, accounting, or regulatory consequences of this Letter Agreement, that it has not relied on the Dealer or its affiliates in any respect in connection therewith, and that it will not hold the Dealer or its affiliates accountable for any such consequences.

Section 4.07. [*Insert Dealer Boilerplate, as Applicable*.]

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement to be duly executed as of the date first written above.

DISH NETWORK CORPORATION

By: _____
Name:
Title:

ECHOSTAR CORPORATION

By: _____
Name:
Title:

[*Signature Page to Warrant Amendment Letter Agreement*]

[DEALER]

By: _____
Name:
Title:

[*Signature Page to Warrant Amendment Letter Agreement*]

Exhibit 4.5

WARRANT GUARANTEE

THIS WARRANT GUARANTEE (this "**Guarantee**"), dated as of December 31, 2023, is entered into among [*Dealer*] (the "**Dealer**"), DISH Network Corporation (the "**Counterparty**") and EchoStar Corporation (the "**Parent**").

WITNESSETH

WHEREAS, the Dealer and the Counterparty have executed and delivered a Base Confirmation, dated as of August 2, 2016, and an Additional Confirmation, dated as of August 3, 2016, pursuant to which the Counterparty sold to the Dealer, and the Dealer purchased from the Counterparty, warrants entitling the Dealer to purchase shares of Class A Common Stock, par value USD 0.01 per share, of the Counterparty (each, a "**Confirmation**" and together, the "**Confirmations**");

WHEREAS, under the terms of the Amended and Restated Agreement and Plan of Merger, dated as of October 2, 2023 (the "**Merger Agreement**"), by and among the Counterparty, the Parent and EAV Corp., a Nevada corporation and a wholly owned direct subsidiary of the Parent ("**Merger Sub**"), at the effective time of the merger transaction contemplated by the Merger Agreement (the "**Effective Time**"), Merger Sub will merge with and into the Counterparty (the "**Merger**"), with the Counterparty surviving the Merger as a wholly owned subsidiary of the Parent, and each Share (as defined in the Confirmations) that is outstanding immediately prior to the Effective Time will be converted into the right to receive 0.350877 validly issued, fully paid and non-assessable shares of Class A Common Stock, par value USD 0.001 per share, of the Parent (the "**Parent Shares**"), and the right to receive cash in lieu of fractional shares;

WHEREAS, the Dealer and the Counterparty have entered into a Warrant Amendment Letter Agreement, dated as of December 31, 2023 (the "**Warrant Amendment**"), amending the Confirmations in connection with the transactions contemplated by the Merger Agreement; and

WHEREAS, the Parent wishes to become a guarantor (in such capacity, the "**Guarantor**") of all obligations of the Counterparty under the Confirmations, as amended by the Warrant Amendment (the "**Amended Confirmations**");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Parent and the Counterparty for the benefit of the Dealer agree as follows:

ARTICLE 1

GUARANTEE

Section 1.01. *Guarantee of Payment and Performance*. The Parent, as the Guarantor, hereby absolutely, irrevocably and unconditionally guarantees the full and complete payment and performance, and not merely as a guaranty of collection, of all obligations of the Counterparty to the Dealer under the Amended Confirmations to the same extent as if the Parent were the Seller (as defined in the Amended Confirmations) thereunder. The Guarantor's obligations hereunder shall remain in full force and effect until this Guarantee shall have been fully and completely performed. If at any time any performance of this Guarantee is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Guarantor, the Counterparty or otherwise, the Guarantor's obligations hereunder with respect to such performance shall be reinstated as though such performance had been due but not made at such time. The parties agree that in connection with the performance of its obligations hereunder, the Guarantor shall be entitled to all rights of the Seller under the Amended Confirmations.

Section 1.02. *No Collateral; No Setoff*. Notwithstanding any provision of the Amended Confirmations, this Guarantee, the Agreement, Equity Definitions or any other agreement between the parties to the contrary, the obligations of the Parent under the Transaction are not secured by any collateral. No party shall have the right to set off any obligation that it may have to the other party under the Transaction against any obligation such other party may have to it, whether arising under the Agreement, the Amended Confirmations, this Guarantee or any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff.

Section 1.03. *Status of Claims in Bankruptcy.* Dealer acknowledges and agrees that this Guarantee is not intended to convey to Dealer rights against Parent with respect to the Transaction that are senior to the claims of common stockholders of Parent in any United States bankruptcy proceedings of Parent or the Counterparty; *provided* that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by Parent of its obligations and agreements with respect to the Transaction outside of Parent's bankruptcy; *provided further* that nothing herein shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transaction.

Section 1.04. *Taxes*. All payments hereunder shall be subject to Section 2(d) of the Agreement (as defined in the Amended Confirmations), as modified by the Amended Confirmations. For purposes of interpreting such Section as incorporated herein, (i) the words "this Agreement" in such Section shall be deemed to refer to this Guarantee, (ii) any references in such Section to defined terms shall have the same meanings as defined in the Agreement, except that for purposes hereof (A) all references in such defined terms to the words "this Agreement" shall be deemed to be references to this Guarantee, and (B) the references in such defined terms to the words "or a Credit Support Document" shall be deemed to be deleted, (iii) the words "Section 2(d)" in such Section shall be deemed to refer to such Section as incorporated herein, and (iv) other references in such Section to Sections of the Agreement shall continue to refer to such Sections. For the avoidance of doubt, the obligation of Guarantor under this Section 1.04 shall include the obligation to pay to the Dealer such additional amounts as may be necessary to ensure that the net amount actually received by the Dealer from the Guarantor is equal to the amount that the Dealer would have received had payments been made by the Counterparty.

Section 1.05. Certain Waivers by Guarantor. The Parent, as the Guarantor, hereby waives (i) any defense based on any claim that the Guarantor's obligations exceed or are more burdensome than those of the Counterparty and (ii) any right to require the Dealer to proceed against the Counterparty. The Guarantor expressly waives all counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the guaranteed obligations, and all notices of acceptance of this Guarantee or of the existence, creation or incurrence of new or additional guaranteed obligations. Notwithstanding the above and without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Counterparty is or may be entitled to arising from or out of the Confirmations or otherwise, except as limited herein and except for defenses arising out of the bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Counterparty or its assets.

Section 1.06. *Obligations Independent.* The obligations of the Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the guaranteed obligations of the Counterparty, and a separate action may be brought against the Guarantor to enforce this Guarantee whether or not the Counterparty or any other person or entity is joined as a party.

Section 1.07. *Effectiveness*. Following the execution and delivery of this Guarantee by each of the Dealer, the Parent and the Counterparty, this Guarantee shall become effective upon effectiveness of the Warrant Amendment.

ARTICLE 2

MISCELLANEOUS

Section 2.01. *Mutual Representations and Warranties.* Each of the Parent and the Counterparty represents to the Dealer that:

(a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

(b) It has the power to execute this Guarantee and any other documentation relating to this Guarantee to which it is a party, to deliver this Guarantee and any other documentation relating to this Guarantee that it is required by this Guarantee to deliver and to perform its obligations under this Guarantee and has taken all necessary action to authorize such execution, delivery and performance.

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

(d) To the knowledge of such party, no consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required in connection with the execution, delivery or performance by such party of this Guarantee, except such as have been obtained or made and such as may be required under the Securities Act or state securities laws.

(e) Its obligations under this Guarantee constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, fraudulent conveyance, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law) and except that rights to indemnification and contribution may be limited by federal or state securities laws or public policy relating thereto).

Section 2.02. [*Insert Dealer Boilerplate, as Applicable.*]

Section 2.03. *Continuing Guarantee; Provisions Binding on Successors*. This Guarantee shall remain in full force and effect and shall be binding on each party and their respective successors and assigns until the obligations under the Amended Confirmations have been performed in full.Section 2.04. *Counterparts.* This Guarantee may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures thereto and hereto were upon the same instrument. The exchange of copies of this Guarantee and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Guarantee as to the parties hereto and may be used in lieu of the original Guarantee for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.05. *Governing Law; Jurisdiction*. THIS GUARANTEE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTEE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

Section 2.06. *Defined Terms.* Capitalized terms used herein without definition shall have the meanings assigned to them in the Amended Confirmations.

Section 2.07. *Headings.* The section headings herein are for convenience only and shall not affect the construction hereof.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee to be duly executed as of the date first written above.

DISH NETWORK CORPORATION

By: _____
Name:
Title:

ECHOSTAR CORPORATION

By: _____
Name:
Title:

[*Signature Page to Warrant Guarantee*]

[**DEALER**]

By: _____
Name:
Title:

[*Signature Page to Warrant Guarantee*]

Exhibit 4.6

NOTE HEDGE AMENDMENT LETTER AGREEMENT

THIS NOTE HEDGE AMENDMENT LETTER AGREEMENT (this "**Letter Agreement**"), dated as of December 31, 2023, is entered into among [*Dealer*] (the "**Dealer**"), DISH Network Corporation (the "**Counterparty**") and EchoStar Corporation (the "**Parent**").

WITNESSETH

WHEREAS, the Dealer and the Counterparty have executed and delivered a Base Confirmation, dated as of August 2, 2016, and an Additional Confirmation, dated as of August 3, 2016, pursuant to which the Dealer sold to the Counterparty, and the Counterparty purchased from the Dealer, call options entitling the Counterparty to purchase shares of Class A Common Stock, par value USD 0.01 per share, of the Counterparty (each, as amended, modified, terminated or unwound from time to time, a "**Confirmation**" and together, the "**Confirmations**");

WHEREAS, under the terms of the Amended and Restated Agreement and Plan of Merger, dated as of October 2, 2023 (the "**Merger Agreement**"), by and among the Counterparty, the Parent and EAV Corp., a Nevada corporation and a wholly owned direct subsidiary of the Parent ("**Merger Sub**"), at the effective time of the merger transaction contemplated by the Merger Agreement (the "**Effective Time**"), Merger Sub will merge with and into the Counterparty (the "**Merger**"), with the Counterparty surviving the Merger as a wholly owned subsidiary of the Parent, and each Share (as defined in the Confirmations) that is outstanding immediately prior to the Effective Time will be converted into the right to receive 0.350877 validly issued, fully paid and non-assessable shares of Class A Common Stock, par value USD 0.001 per share, of the Parent (the "**Parent Shares**"), and the right to receive cash in lieu of fractional shares;

WHEREAS, pursuant to the terms of the Confirmations, if in respect of a Merger Event (including the Merger), the Counterparty to the relevant Transaction following such Merger Event will not be either (x) the Issuer or (y) a wholly owned subsidiary of the Issuer (which subsidiary shall be a corporation that is organized under the laws of the United States, any State thereof or the District of Columbia) whose obligations under the Transaction are fully and unconditionally guaranteed by the Issuer, then the Dealer, in its sole discretion, may elect for Cancellation and Payment (Calculation Agent Determination) to apply; and

WHEREAS, the parties wish to have the Confirmations and the transactions thereunder remain in full force and effect (and not terminated or cancelled), as further provided herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Dealer, the Counterparty and the Parent for the benefit of each other agree as follows:

ARTICLE 1

Section 1.01. *Parent Shares*. The parties agree that, pursuant to the Confirmations, from and after the Effective Date (as defined below) (i) the Parent Shares will be deemed the "Shares", the Counterparty shall remain the counterparty to the Confirmations, the Parent will be deemed the Issuer and the text opposite the caption "Shares" under the heading "General" in each of the Confirmations is hereby amended and restated in its entirety to read "The Class A Common Stock, par value USD 0.001 per share, of EchoStar Corporation" and (ii) references in the Confirmations to the Counterparty in its role as Issuer of the Shares shall be deemed to be references to the Parent (including, without limitation, with respect to the obligations of the Counterparty as Issuer of the Shares pursuant to the provisions opposite the caption "Disposition of Hedge Shares" under the heading "Miscellaneous" in each of the Confirmations).

Section 1.02. *Repurchase Notices*. From and after the Effective Date, the requirement for the Counterparty to provide Repurchase Notices pursuant to the terms opposite the caption "Repurchase Notices" under the heading "Miscellaneous" in each of the Confirmations if the Counterparty effects any repurchases of Shares (and certain other conditions are met as set forth therein) shall be deemed to reference the Parent as the party repurchasing Parent Shares. For the avoidance of doubt, the Counterparty, and not the Parent, will remain responsible for any delivery or indemnification requirements pursuant to the terms opposite the caption "Repurchase Notices" under the heading "Miscellaneous" in each of the Confirmations.

Section 1.03. *New Additional Termination Events*. From and after the Effective Date, the following new subsections (d) and (e) shall be added as the final two paragraphs below the caption "Additional Termination Events" under the heading "Miscellaneous" in each of the Confirmations:

"(d) Notwithstanding anything to the contrary in this Confirmation, if at any time DISH Network Corporation ceases to be a wholly-owned subsidiary of EchoStar Corporation, then such event shall constitute an Additional Termination Event applicable to the Transaction and, with respect to such Additional Termination Event, (A) Counterparty shall be deemed to be the sole Affected Party, (B) the Transaction shall be the sole Affected Transaction and (C) Dealer shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement. For the avoidance of doubt, the provisions under the caption "Alternative Calculations and Dealer Payment on Early Termination and on Certain Extraordinary Events" under the heading "Miscellaneous" in each of the Confirmations shall not apply to the Additional Termination Event described in the immediately preceding sentence.

(e) Notwithstanding anything to the contrary in this Confirmation, if EchoStar Corporation ("**Parent**") shall have failed to deliver to Dealer on or prior to January 9, 2024 a Parent Closing Opinion (as defined below), then such event shall constitute an Additional Termination Event applicable to the Transaction and, with respect to such Additional Termination Event, (A) Counterparty shall be deemed to be the sole Affected Party, (B) the Transaction shall be the sole Affected Transaction and (C) Dealer shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement. For the avoidance of doubt, the provisions under the caption "Alternative Calculations and Dealer Payment on Early Termination and on Certain Extraordinary Events" under the heading "Miscellaneous" in each of the Confirmations shall not apply to the Additional Termination Event described in the immediately preceding sentence. "**Parent Closing Opinion**" shall mean an opinion or opinions of counsel (subject to customary assumptions, qualifications, and exceptions) with respect to (i) valid existence of Parent, (ii) due authorization, execution and delivery of the letter agreement, dated December 31, 2023, among Dealer, Counterparty and Parent amending this Confirmation delivered pursuant thereto, and (iii) consummation of the transactions under such letter agreement do not violate (w) applicable federal laws of the United States, (x) applicable laws of the State of New York and the State of Nevada and (y) any provision of its constitutional documents (including its articles of incorporation and by-laws)."

Section 1.04. *Material Non-Public Information*. From and after the Effective Date, all references in the Confirmations to the Counterparty's possession or awareness of material non-public information with respect to the Counterparty and/or the Shares shall be deemed to be references to the Counterparty's and the Parent's collective possession or awareness of material non-public information with respect to the Parent and/or the Parent Shares, as applicable.

Section 1.05. *Status of Claims in Bankruptcy*. From and after the Effective Date, the text opposite the caption "Status of Claims in Bankruptcy" under the heading "Miscellaneous" in each of the Confirmations shall be replaced with the following provision (for the avoidance of doubt, references to "Issuer" and "Counterparty" in the provision below are references to the Parent and the Counterparty, respectively):

"Dealer acknowledges and agrees that this Confirmation is not intended to convey to Dealer rights with respect to the Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of the Issuer or the Counterparty; *provided* that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by the Issuer or the Counterparty of its obligations and agreements with respect to the Transaction other than the Issuer's or the Counterparty's bankruptcy, respectively; *provided*, *further*, that nothing herein shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transaction."

Section 1.06. *Applicable Limit Price and VWAP Price.* From and after the Effective Date, (i) the text opposite the caption "Applicable Limit Price" under the heading "Settlement Terms" in each of the Confirmations and (ii) the text within the definition of "VWAP Price" opposite the caption "Disposition of Hedge Shares" under the heading "Miscellaneous" in each of the Confirmations, in each case, shall be revised by deleting "Bloomberg page DISH <equity> AQR" and replacing it with "Bloomberg page SATS <equity> AQR".

Section 1.07. *Merger-Related Adjustments.* In accordance with the provisions set forth opposite the caption "Consequences of Merger Events" under the heading "General" in each of the Confirmations, Counterparty acknowledges that upon the occurrence of the Effective Date, the Calculation Agent shall make the following adjustments corresponding to the adjustments under the Indenture:

(a) the number "15.3429" opposite the caption "Note Hedging Unit Entitlement" under the heading "General" in each of the Confirmations is hereby replaced with the number "5.3835"; and

(b) the number "65.18" in the parenthetical opposite the caption "Strike Price" under the heading "General" in each of the Confirmations is hereby replaced with the number "185.75".

In addition, notwithstanding anything to the contrary in the Confirmations, the Agreement or the Equity Definitions, the parties agree that (i) subject to clause (ii), Calculation Agent may make such other conforming changes to the terms of the Confirmations as it deems necessary to effect the amendments to the Confirmations contemplated by this Letter Agreement, (ii) the adjustments set forth in clauses (a) and (b) of this Section 1.07 shall be the sole adjustments to the Transaction under each Confirmation on account of the amendments set forth in Section 2.01 of the supplemental indenture, executed as of the Effective Date among Counterparty, Parent and U.S. Bank Trust Company, National Association, as trustee, in connection with the Merger (the "**First Supplemental Indenture**") and (iii) this Letter Agreement shall be deemed to satisfy in full the requirements of clause (ii)(y) to the final proviso opposite the caption "Consequences of Merger Events" under the heading "General" in each of the Confirmations. For the avoidance of doubt, the Counterparty Determination provisions set forth under clause (ii) of the fourth paragraph opposite the caption "Settlement Amount" under the heading "General" in each of the Confirmations shall remain in full force and effect with respect to any Counterparty Determinations (including, without limitation, those effected pursuant to the terms of the First Supplemental Indenture).

Section 1.08. *Notices.* From and after the Effective Date, the text below the caption "Contact information" in each of the Confirmations shall be revised by [(i) deleting the text contained in subsection (b) and replacing it with the following:

"(b) Address for notices or communications to Dealer:

[_____]

and (ii)][1] adding the following new subsection (c):

"(c) Issuer

To: EchoStar Corporation
100 Inverness Terrace East
Englewood, Colorado 80112
Attn: Chief Legal Officer
Email: legalnotices@echostar.com (with a copy to dean.manson@echostar.com)"

[*Insert Regulatory Boilerplate Amendments, if any, Required for Dealer*]

ARTICLE 2

Section 2.01. *Conditions to Effectiveness.* This Letter Agreement shall be effective on the date (the "**Effective Date**") the following conditions are satisfied or waived:

(a) The Merger has become effective.

(b) This Letter Agreement has been duly executed and delivered by each of the Dealer, the Counterparty and the Parent.

[1] To be included for Dealers requiring updates to their notice information.

(c) The letter agreement dated as of the date hereof amending the base confirmation, dated as of August 2, 2016, and the additional confirmation, dated as of August 3, 2016, pursuant to which the Counterparty sold to the Dealer, and the Dealer purchased from the Counterparty, warrants to purchase Shares (as defined in the Confirmations), has been duly executed and delivered by each of the Dealer, the Counterparty and the Parent, and is enforceable against each in accordance with its terms.

(d) The Counterparty has delivered to the Dealer an opinion of counsel in form and substance reasonably acceptable to the Dealer dated as of the date of this Letter Agreement.

ARTICLE 3

Section 3.01. *Mutual Representations and Warranties.* Each party represents to the other parties that:

(a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

(b) It has the power to execute this Letter Agreement and any other documentation relating to this Letter Agreement to which it is a party, to deliver this Letter Agreement and any other documentation relating to this Letter Agreement that it is required by this Letter Agreement to deliver and to perform its obligations under this Letter Agreement and has taken all necessary action to authorize such execution, delivery and performance.

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

(d) No consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required in connection with the execution, delivery or performance by such party of this Letter Agreement, except such as have been obtained or made and such as may be required under the Securities Act or state securities laws.

(e) Its obligations under this Letter Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, fraudulent conveyance, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law) and except that rights to indemnification and contribution may be limited by federal or state securities laws or public policy relating thereto).

Section 3.02. *Additional Representations and Warranties of the Counterparty.* The Counterparty represents to the Dealer that:

(a) It is not entering into this Letter Agreement to create actual or apparent trading activity in the Parent Shares (or any security convertible into or exchangeable for the Parent Shares) or to raise or depress or otherwise manipulate the price of the Parent Shares (or any security convertible into or exchangeable for the Parent Shares) in violation of the Exchange Act.

(b) It is not, on the date hereof, aware of any material non-public information with respect to the Parent or the Parent Shares.

(c) It (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least USD 50 million.

(d) The Counterparty is a wholly-owned subsidiary of the Parent.

(e) It is not and, after giving effect to the transactions contemplated by this Letter Agreement, will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(f) To its knowledge and assuming that none of Dealer or its affiliates owns or holds (however defined) any Parent Shares other than in connection with the Transactions under the Confirmations, no state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to the Parent Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates having the power to vote, owning or holding (however defined) Parent Shares; *provided* that it makes no representation or warranty regarding any such requirement that is applicable generally to the ownership of equity securities by Dealer or any of its affiliates solely as a result of it or any of such affiliates being a financial institution, investment advisor or broker-dealer.

Section 3.03. *Additional Representations and Warranties of the Parent.* The Parent represents to the Dealer that:

(a) It is not entering into this Letter Agreement to create actual or apparent trading activity in the Parent Shares (or any security convertible into or exchangeable for the Parent Shares) or to raise or depress or otherwise manipulate the price of the Parent Shares (or any security convertible into or exchangeable for the Parent Shares) in violation of the Exchange Act.

(b) It is not, on the date hereof, aware of any material non-public information with respect to the Parent or the Parent Shares.

(c) It (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least USD 50 million.

(d) The Counterparty is a wholly-owned subsidiary of the Parent.

(e) It is not and, after giving effect to the transactions contemplated by this Letter Agreement, will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(f) To its knowledge and assuming that none of Dealer or its affiliates owns or holds (however defined) any Parent Shares other than in connection with the Transactions under the Confirmations, no state or local (including non-U.S. jurisdictions) law, rule, regulation or regulatory order applicable to the Parent Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates having the power to vote, owning or holding (however defined) Parent Shares; *provided* that it makes no representation or warranty regarding any such requirement that is applicable generally to the ownership of equity securities by Dealer or any of its affiliates solely as a result of it or any of such affiliates being a financial institution, investment advisor or broker-dealer.

ARTICLE 4

Section 4.01. *Counterparts.* This Letter Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures thereto and hereto were upon the same instrument. The exchange of copies of this Letter Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Letter Agreement as to the parties hereto and may be used in lieu of the original Letter Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 4.02. *Governing Law; Jurisdiction.* THIS LETTER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS LETTER AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

Section 4.03. *Defined Terms.* Capitalized terms used herein without definition shall have the meanings assigned to them in the Confirmations.

Section 4.04. *Headings.* The section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.05. *Entire Agreement; No Waiver or Amendment.* This Letter Agreement is intended as an amendment to the Confirmations, and shall not be construed as terminating the Confirmations. Except for any amendment to the Confirmations made pursuant to this Letter Agreement, all terms and conditions of the Confirmations will continue in full force and effect in accordance with the provisions thereunder. References to the Confirmations will be to the Confirmations, as amended by this Letter Agreement.

Nothing in this Letter Agreement shall be read to amend, modify, or supplement the Confirmations other than as expressly set forth herein. Neither party hereto waives any of its other rights, remedies, covenants, obligations or provisions under the Confirmations (excluding the Dealer's rights in respect of the Merger as set forth in the provisions opposite the caption "Consequences of Merger Events" under the heading "Extraordinary Events" in each of the Confirmations, which from and after the Effective Date shall be modified as set forth in this Letter Agreement).

Section 4.06. *No Reliance.* Each of the Parent and the Counterparty confirms that it has relied on the advice of its own counsel and other advisors (to the extent it deems appropriate) with respect to any legal, tax, accounting, or regulatory consequences of this Letter Agreement, that it has not relied on the Dealer or its affiliates in any respect in connection therewith, and that it will not hold the Dealer or its affiliates accountable for any such consequences.

Section 4.07. [*Insert Dealer Boilerplate, as Applicable*.]

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement to be duly executed as of the date first written above.

DISH NETWORK CORPORATION

By: _____
Name:
Title:

ECHOSTAR CORPORATION

By: _____
Name:
Title:

[*Signature Page to Note Hedge Amendment Letter Agreement*]

[DEALER]

By: _____
Name:
Title:

[*Signature Page to Note Hedge Amendment Letter Agreement*]