

**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): April 1, 2016

ECHOSTAR CORPORATION

(Exact name of registrant as specified in its charter)

NEVADA

(State or other jurisdiction of
incorporation)

001-33807

(Commission File Number)

26-1232727

(IRS Employer
Identification No.)

100 INVERNESS TERRACE E.

ENGLEWOOD, COLORADO

(Address of principal executive offices)

80112

(Zip Code)

(303) 706-4000

(Registrant's telephone number, including area code)

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

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

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

On April 1, 2016, Hughes Communications, Inc. (the “Company”), a Delaware corporation and a wholly owned subsidiary of EchoStar Corporation, a Nevada corporation (“EchoStar”), entered into an amendment (the “Amendment”) to the Employment Agreement dated April 23, 2005, between the Company and Pradman P. Kaul (the “Employment Agreement”). Mr. Kaul is the President of the Company and the President and Chief Executive Officer of Hughes Network Systems, LLC, a wholly owned subsidiary of the Company. Mr. Kaul is also a member of the EchoStar Board of Directors.

Pursuant to the Employment Agreement, if Mr. Kaul’s employment is terminated by us without cause or terminated by him for good reason, or in the event that we provide him with notice of non-renewal of his employment agreement, subject to his execution of a waiver and release of claims, Mr. Kaul would receive, among other things: (i) a lump sum amount equal to three times the sum of (x) and (y), where (x) is Mr. Kaul’s annual base salary (in effect on the date of termination) and (y) is 100% of Mr. Kaul’s target bonus amount; (ii) cash payments equal to 1.5 times the monthly COBRA premium paid by Mr. Kaul; and (iii) reasonable outplacement benefits (collectively, the “Severance Payments”). The Amendment modifies and reduces the Severance Payments otherwise payable to Mr. Kaul pursuant to the Employment Agreement such that Mr. Kaul would receive (i) 100% of such amounts if termination of employment or non-renewal occurs before April 1, 2017, (ii) 80% of such amounts if termination of employment or non-renewal occurs on or after April 1, 2017 and before April 1, 2018, (iii) 60% of such amounts if termination of employment or non-renewal occurs on or after April 1, 2018 and before April 1, 2019, (iv) 40% of such amounts if termination of employment or non-renewal occurs on or after April 1, 2019 and before April 1, 2020, (v) 20% of such amounts if termination of employment or non-renewal occurs on or after April 1, 2020 and before April 1, 2021, and (vi) 0% of such amounts if termination of employment or non-renewal occurs on or after April 1, 2021. The Amendment also provides that the Employment Agreement will terminate on April 1, 2021 and that any employment of Mr. Kaul by the Company or any of its affiliates thereafter will be at-will employment.

The above description is qualified in its entirety by the Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated fully herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
Exhibit 10.1	Amendment to Employment Agreement, effective April 1, 2016, between Hughes Communications, Inc. and Pradman P. Kaul.

SIGNATURES

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

ECHOSTAR CORPORATION

Date: April 6, 2016

By: /s/ Dean A. Manson
Dean A. Manson
Executive Vice President,
General Counsel and Secretary

Exhibit Index

Exhibit No.

Description

Exhibit 10.1

Amendment to Employment Agreement, effective April 1, 2016, between Hughes Communications, Inc. and Pradman P. Kaul.

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment (“Amendment”) to the Employment Agreement dated as of April 23, 2005, by and between Pradman P. Kaul, an individual resident of the State of Maryland (“Executive”), and Hughes Communications, Inc., a Delaware corporation (as successor by assumption from Hughes Network Systems, LLC, the “Company”) (as amended from time to time, the “Agreement”), is entered into by the Parties effective April 1, 2016 (the “Effective Date”). Capitalized terms used but not defined shall have the meanings given them in the Agreement. The Company and Executive are referred to as the “Parties” and each as a “Party.”

WHEREAS, the Parties entered into the Agreement setting forth the terms and conditions of Executive’s employment relationship with the Company, and the Company is a subsidiary of EchoStar Corporation, a Nevada corporation (“EchoStar”);

WHEREAS, in connection with the execution and delivery of this Amendment, effective as of the Effective Date the Executive and EchoStar have entered into certain stock option agreements (the “Incentive Agreements”) pursuant to the Amended and Restated EchoStar Corporation 2008 Stock Incentive Plan (as amended from time to time, the “Plan”);

WHEREAS, as a material inducement to Executive’s and EchoStar’s respective agreements to enter into the Incentive Agreements, the Parties desire and agree to amend the Agreement as provided in this Amendment to set forth the terms and conditions of the continued employment relationship of the Executive with the Company;

NOW, THEREFORE, in consideration of the foregoing and of the premises and mutual covenants contained herein (including, without limitation, the Incentive Agreements) and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as of the Effective Date as follows:

1. Amendments.

- a. The following new language is hereby added at the end of Section 4.4(a):

“Notwithstanding the foregoing or any other provision of this Agreement or any other agreement between Executive and the Company or any of its Affiliates, if Executive’s employment with the Company is terminated by the Company without Cause at any time during the date ranges set forth in the table below, then the amounts otherwise payable to Executive pursuant to clauses (ii), (iv) and (vi) of this Section 4.4(a) in connection with any such termination shall be equal to the applicable corresponding percentage of such amounts as set forth in the following table:

Date of Termination of Executive's Employment	Applicable Percentage
On or after April 1, 2016 and before April 1, 2017	100%
On or after April 1, 2017 and before April 1, 2018	80%
On or after April 1, 2018 and before April 1, 2019	60%
On or after April 1, 2019 and before April 1, 2020	40%
On or after April 1, 2020 and before April 1, 2021	20%
On or after April 1, 2021	0%

a. The last sentence of Section 4.5(a) is hereby amended in its entirety to read as follows: "In the event that the Executive terminates his employment with the Company for Good Reason, the Executive shall be entitled to the same payments and benefits that he would have been entitled to receive under Section 4.4(a) if his employment had been terminated by the Company without Cause as limited by the applicable percentages set forth in Section 4.4(a) based on the date of termination."

b. Section 6 is amended in its entirety to read as follows:

"6. NOTICES. Any notice or communication given by any Party hereto to any other shall be in writing and personally delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or by facsimile, to the following addresses:

if to the Company:

Hughes Communications, Inc.
c/o EchoStar Corporation
11717 Exploration Lane
Germantown, MD 20876
Attention: General Counsel

if to the Executive:

The most recent address on file for the Executive at the Company.

Any notice shall be deemed given when actually delivered to such Party at the designated address, or five days after such notice has been mailed or sent by overnight courier, whichever comes earliest. Any person entitled to receive notice may designate in writing, by notice to the other, such other address to which notices to such person shall thereafter be sent."

2. Termination. Notwithstanding any other provision of the Agreement, the Parties agree and acknowledge that:

(i) the Agreement shall terminate on April 1, 2021 ("Expiration Date");

- (ii) as of and after the Expiration Date if the Executive remains employed by the Company or any of its affiliates he shall be an at-will employee and either Executive or the Company will be entitled to terminate their employment relationship at any time for any reason with or without cause or notice; and
 - (iii) any provision of the Agreement which by its terms or otherwise logically would be expected to survive termination of the Agreement or Executive's employment shall survive for the time set forth in the Agreement or a reasonable time period under the circumstances, whether or not specifically provided in the Agreement.
- 3. Release. The Executive hereby releases, and covenants not to bring any suit or claim against the Company or any of its affiliates for claims or damages arising out of, or relating to, the Agreement as of or prior to the date hereof.
- 4. Representations and Warranties. Each Party to this Agreement represents and warrants to the other that it has the power and authority to enter into this Agreement.
- 5. Confidentiality. Executive agrees to treat with confidentiality the existence, terms and conditions of this Amendment, and agrees that failure to do so may result in immediate termination of the Agreement, the Incentive Agreements and/or any other agreement governing any stock option or other equity or equity-based award from EchoStar or any of its affiliates to the Executive under the Plan or otherwise.
- 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state.
- 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.
- 8. Ratification. Except as expressly modified by this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and are hereby ratified in all respects.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed, as of the date first written above.

COMPANY:

HUGHES COMMUNICATIONS, INC.,
a Delaware corporation

By: /s/ Michael T. Dugan
Name: Michael T. Dugan
Title: Director

EXECUTIVE:

/s/ Pradman P. Kaul
Pradman P. Kaul