

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 OR
15(d) OF THE SECURITIES ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED):
January 26, 2001 (October 25, 2000)

ECHOSTAR DBS CORPORATION

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Colorado

333-31929

84-1328967

(STATE OR OTHER
JURISDICTION OF
INCORPORATION)

(COMMISSION
FILE NUMBER)

(I.R.S. EMPLOYER
IDENTIFICATION NO.)

5701 S. SANTA FE DRIVE, LITTLETON, COLORADO 80120

(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)(ZIP CODE)

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

(FORMER NAME OR FORMER ADDRESS, IF CHANGED SINCE LAST REPORT.)

ITEM 5. OTHER EVENTS

On October 25, 2000, as contemplated by the terms of the indenture governing EchoStar Broadband Corporation's 10 3/8% Senior Notes due 2007 (the "10 3/8% Seven Year Notes"), EchoStar DBS Corporation, a wholly-owned subsidiary of EchoStar Broadband Corporation ("EDBS"), amended the terms of its indentures governing the 9 3/8% Senior Notes due 2009 and the 9 1/4% Senior Notes due 2006 (the "Indentures") to provide that the recording of some or all of the indebtedness represented by the 10 3/8% Seven Year Notes on its balance sheet as a result of the application of generally accepted accounting principals and related rules prior the completion of EDBS' offer to exchange all of the outstanding 10 3/8% Seven Year Notes for a new class of notes issued by EDBS would not be deemed to constitute an incurrence of indebtedness for certain purposes under the Indentures. These amendments were approved by more than a majority in principal amount of each issue of the 9 3/8% Senior Notes due 2009 and the 9 1/4% Senior Notes due 2006. The cost of obtaining these consents was immaterial to EDBS.

ITEM 7. EXHIBITS INDEX

Exhibit Description

- 1.1 First Supplemental Indenture dated as of October 25, 2000 related to the 9 3/8% Senior Notes due 2009 by and among EDBS, the guarantors named therein and U.S. Bank Trust National Association, as trustee.
- 1.2 First Supplemental Indenture dated as of October 25, 2000 related to the 9 1/4% Senior Notes due 2006 by and among EDBS, the guarantors named therein and U.S. Bank Trust National Association, as trustee.

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 DBS CORPORATION

Date: January 26, 2001

By /s/ David K. Moskowitz

 David K. Moskowitz
 Senior Vice President, General Counsel,
 Secretary and Director

INDEX TO EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
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1.1	First Supplemental Indenture dated as of October 25, 2000 related to the 9 3/8% Senior Notes due 2009 by and among EDBS, the guarantors named therein and U.S. Bank Trust National Association, as Trustee.
1.2	First Supplemental Indenture dated as of October 25, 2000 related to the 9 1/4% Senior Notes due 2006 and among EDBS, the guarantors named therein and U.S. Bank Trust National Association, as Trustee.

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ECHOSTAR DBS CORPORATION

\$1,625,000,000

9 3/8% SENIOR NOTES DUE 2009

FIRST SUPPLEMENTAL INDENTURE

Dated as of October 25, 2000

to

INDENTURE

Dated as of January 25, 1999

U.S. Bank Trust National Association

Trustee

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FIRST SUPPLEMENTAL INDENTURE

First Supplemental Indenture, dated as of October 25, 2000, among EchoStar DBS Corporation, a Colorado corporation (the "Company"), the Guarantors and U.S. Bank Trust National Association, as trustee (the "Trustee").

RECITALS

WHEREAS, the Company, the Guarantors and the Trustee executed an Indenture, dated as of January 25, 1999 (the "Indenture"), providing for the issuance of \$1,625,000,000 aggregate principal amount of the Company's 93/8% Senior Notes due 2009 (the "Notes");

WHEREAS, on September 25, 2000, the Company's parent corporation, EchoStar Broadband Corporation ("EBC"), closed on the sale of \$1 billion of 103/8% Senior Notes due 2007 (the "EBC Notes");

WHEREAS, under the terms of the indenture governing the EBC Notes (the "EBC Indenture"), EBC agreed to cause the Company to make an offer to exchange (the "EDBS Exchange Offer") all of the outstanding EBC Notes for a new class of notes issued by the Company, as soon as practical following the first date (as reflected in the Company's most recent quarterly or annual financial statements) on which the Company is permitted to incur Indebtedness in an amount equal to the outstanding principal balance of the EBC Notes under the Indebtedness to Cash Flow Ratio test contained in Section 4.09 of the Indenture and such incurrence of Indebtedness would not otherwise cause any breach or violation of, or result in a default under, the terms of the Indenture;

WHEREAS, the definition of "Indebtedness" in the Indenture includes any item that would appear as a liability upon the Company's balance sheet in accordance with GAAP except any balance that constitutes an accrued expense or trade payable;

WHEREAS, under GAAP, the requirement that the Company may have to make the EDBS Exchange Offer could result in an accounting treatment requiring that some or all of Indebtedness represented by the EBC Notes be recorded on the Company's books prior to the completion of the EDBS Exchange Offer;

WHEREAS, the Company desires to amend the Indenture to provide that the recording of some or all of the Indebtedness represented by the EBC Notes on the Company's balance sheet as a result of the application of GAAP and related rules prior to the completion of the EDBS Exchange Offer would not be deemed to constitute an incurrence of Indebtedness for purposes of Section 4.09 of the Indenture;

WHEREAS, Section 9.02 of the Indenture provides that the Indenture may be amended with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes;

WHEREAS, the Company has received the valid written consents of the Holders of more than a majority in aggregate principal amount of the outstanding Notes consenting to the substance of the amendment set forth in this First Supplemental Indenture;

WHEREAS, the Company and the Guarantors desire and have requested that the Trustee, pursuant to Section 9.06 of the Indenture, join with them in entering into this First Supplemental Indenture for the purpose amending the Indenture in certain respects as described herein;

WHEREAS, (i) the Company has delivered to the Trustee an Officers' Certificate relating to this First Supplemental Indenture as contemplated by Section 11.04(a) of the Indenture, and (ii) an Opinion of Counsel relating to this First Supplemental Indenture as contemplated by Section 11.04(b) of the Indenture, and (iii) has satisfied all conditions and requirements Under the Indenture to enable the Company, Guarantors and the Trustee to enter into this First Supplemental Indenture.

NOW, THEREFORE, in consideration of the above premises, the Company, Guarantors and Trustee covenant and agree, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

AMENDMENTS TO INDENTURE

1.1. Additions to Section 1.01 of the Indenture. The following definitions are hereby added to Section 1.01 of the Indenture:

"EBC Notes" means the 10 3/8% Senior Notes due 2007 issued by EchoStar Broadband Corporation.

"EDBS Exchange Offer" means the offer by the Company to exchange the EBC Notes for a new series of notes to be issued by the Company; which notes will be substantially identical to the EBC Notes except, among other things: (i) the Company shall be the issuer thereof instead of EchoStar Broadband Corporation; (ii) subject to certain conditions, the Guarantors will also guarantee such new notes; and (iii) such other changes as may be required to assure that the execution and delivery of

such notes and the incurrence of such Indebtedness do not breach, violate or cause a default under the Notes and this Indenture.

1.2. Amendments to Section 1.01 of the Indenture. The definition of "Indebtedness" contained in Section 1.01 of the Indenture is hereby amended by adding the following sentence at the end of the definition:

"Notwithstanding the foregoing, the recording of some or all of the Indebtedness represented by the EBC Notes on the Company's balance sheet prior to the completion of the EDBS Exchange Offer in accordance with GAAP and related rules and regulations promulgated by the SEC (including "push down" accounting), shall not be deemed to constitute Indebtedness for purposes of Section 4.09 of the Indenture or included as Indebtedness for purposes of calculating the Indebtedness to Cash Flow Ratio"

1.3. Notation on Notes. The form of Note attached as Exhibit A to the Indenture is deemed modified as appropriate to reflect the amendments contained in this First Supplemental Indenture. Any notes authenticated and delivered after the close of business on the date of this First Supplemental Indenture in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on or after the date for such purpose shall, pursuant to Section 9.05 of the Indenture, be stamped, imprinted or otherwise legended by the Trustee with the following notation:

"Effective October __, 2000 the Company, the Guarantors and the Trustee entered into a First Supplemental Indenture providing that, among other things, the recording of some or all of the Indebtedness represented by certain notes issued by EchoStar Broadband Corporation on the Company's balance sheet prior to the completion of the exchange of such notes for new notes issued by the Company shall not be deemed to constitute Indebtedness for purposes of Section 4.09 of the Indenture or included as Indebtedness for purposes of calculating the Indebtedness to Cash Flow Ratio. Reference is hereby made to the First Supplemental Indenture, copies of which are on file with the Trustee, for a description of the foregoing amendments."

ARTICLE II

NOTIFICATION TO HOLDERS

The Company shall notify the Holders in accordance with Section 9.02 of the Indenture of the execution of this First Supplemental Indenture. Any failure of the Company

to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of this First Supplemental Indenture.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1. Terms Defined. For all purposes of this First Supplemental Indenture, except as otherwise defined herein, capitalized terms used in this First Supplemental Indenture shall have the meanings ascribed to such terms in the Indenture.

3.2. Indenture. Except as amended hereby, the Indenture, the Guarantees and the Notes are in all respects ratified and confirmed and all their terms shall remain in full force and effect. From and after the effectiveness of this First Supplemental Indenture, any reference to the Indenture, the Guarantees or the Notes shall mean the Indenture, the Guarantees or the Notes, as the case may be, as so amended by this First Supplemental Indenture. If there is any conflict between the provisions of this First Supplemental Indenture and the Indenture, the provisions of this First Supplemental Indenture shall control.

3.3. Governing Law. The internal laws of the State of New York shall govern this First Supplemental Indenture, without regard to the principles of the conflicts of law thereof.

3.4. Successors. All agreements of the Company and the Guarantors in this First Supplemental Indenture shall bind their successors and assigns. This First Supplemental Indenture shall be binding upon each Holder of Notes and their respective successors and assigns.

3.5. Multiple Counterparts. The parties may sign multiple counterparts of this First Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

3.6. Trustee Disclaimer. The Trustee accepts the amendment of the Indenture effected by this First Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the

Company, or for or with respect to (i) the validity, efficacy or sufficiency of this First Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by corporate action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences (direct or indirect and whether deliberate or inadvertent) of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

3.7. Separability Clause. In case any clause of this First 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.

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SIGNATURES

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

EHOSTAR DBS CORPORATION

By: /s/ David K. Moskowitz

Name: David K. Moskowitz
Title: Senior Vice President,
General Counsel and Secretary

EHOSTAR SATELLITE CORPORATION

By: /s/ David K. Moskowitz

Name: David K. Moskowitz
Title: Senior Vice President,
General Counsel and Secretary

EHOSTAR TECHNOLOGIES CORPORATION

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DISH SERVICES NETWORK CORPORATION

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Title: Senior Vice President,
General Counsel and Secretary

EHOSTAR INTERNATIONAL CORPORATION

By: /s/ David K. Moskowitz

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SATELLITE SOURCE, INC.

By: /s/ David K. Moskowitz

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HOUSTON TRACKER SYSTEMS, INC.

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Name: David K. Moskowitz
Title: Senior Vice President,
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ECHOSTAR NORTH AMERICA
CORPORATION

By: /s/ David K. Moskowitz

Name: David K. Moskowitz
Title: Senior Vice President,
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SKY VISTA CORPORATION

By: /s/ David K. Moskowitz

Name: David K. Moskowitz
Title: Senior Vice President,
General Counsel and Secretary

ECHOSTAR INDONESIA, INC.

By: /s/ David K. Moskowitz

Name: David K. Moskowitz
Title: Senior Vice President,
General Counsel and Secretary

ECHOSTAR SPACE CORPORATION

By: /s/ David K. Moskowitz

Name: David K. Moskowitz
Title: Senior Vice President,
General Counsel and Secretary

U.S. BANK TRUST NATIONAL ASSOCIATION

By: /s/ Richard Prokash

Name: Richard Prokash
Title: Vice President

=====

ECHOSTAR DBS CORPORATION

\$375,000,000

9 1/4% SENIOR NOTES DUE 2006

FIRST SUPPLEMENTAL INDENTURE

Dated as of October 25, 2000

to

INDENTURE

Dated as of January 25, 1999

U.S. Bank Trust National Association

Trustee

=====

FIRST SUPPLEMENTAL INDENTURE

First Supplemental Indenture, dated as of October 25, 2000, among EchoStar DBS Corporation, a Colorado corporation (the "Company"), the Guarantors and U.S. Bank Trust National Association, as trustee (the "Trustee").

RECITALS

WHEREAS, the Company, the Guarantors and the Trustee executed an Indenture, dated as of January 25, 1999 (the "Indenture"), providing for the issuance of \$375,000,000 aggregate principal amount of the Company's 9 1/4% Senior Notes due 2006 (the "Notes");

WHEREAS, on September 25, 2000, the Company's parent corporation, EchoStar Broadband Corporation ("EBC"), closed on the sale of \$1 billion of 10 3/8% Senior Notes due 2007 (the "EBC Notes");

WHEREAS, under the terms of the indenture governing the EBC Notes (the "EBC Indenture"), EBC agreed to cause the Company to make an offer to exchange (the "EDBS Exchange Offer") all of the outstanding EBC Notes for a new class of notes issued by the Company, as soon as practical following the first date (as reflected in the Company's most recent quarterly or annual financial statements) on which the Company is permitted to incur Indebtedness in an amount equal to the outstanding principal balance of the EBC Notes under the Indebtedness to Cash Flow Ratio test contained in Section 4.09 of the Indenture and such incurrence of Indebtedness would not otherwise cause any breach or violation of, or result in a default under, the terms of the Indenture;

WHEREAS, the definition of "Indebtedness" in the Indenture includes any item that would appear as a liability upon the Company's balance sheet in accordance with GAAP except any balance that constitutes an accrued expense or trade payable;

WHEREAS, under GAAP, the requirement that the Company may have to make the EDBS Exchange Offer could result in an accounting treatment requiring that some or all of Indebtedness represented by the EBC Notes be recorded on the Company's books prior to the completion of the EDBS Exchange Offer;

WHEREAS, the Company desires to amend the Indenture to provide that the recording of some or all of the Indebtedness represented by the EBC Notes on the Company's balance sheet as a result of the application of GAAP and related rules prior to the completion of the EDBS Exchange Offer would not be deemed to constitute an incurrence of Indebtedness for purposes of Section 4.09 of the Indenture;

WHEREAS, Section 9.02 of the Indenture provides that the Indenture may be amended with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes;

WHEREAS, the Company has received the valid written consents of the Holders of more than a majority in aggregate principal amount of the outstanding Notes consenting to the substance of the amendment set forth in this First Supplemental Indenture;

WHEREAS, the Company and the Guarantors desire and have requested that the Trustee, pursuant to Section 9.06 of the Indenture, join with them in entering into this First Supplemental Indenture for the purpose amending the Indenture in certain respects as described herein;

WHEREAS, (i) the Company has delivered to the Trustee an Officers' Certificate relating to this First Supplemental Indenture as contemplated by Section 11.04(a) of the Indenture, and (ii) an Opinion of Counsel relating to this First Supplemental Indenture as contemplated by Section 11.04(b) of the Indenture, and (iii) has satisfied all conditions and requirements Under the Indenture to enable the Company, Guarantors and the Trustee to enter into this First Supplemental Indenture.

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such notes and the incurrence of such Indebtedness do not breach, violate or cause a default under the Notes and this Indenture.

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"Notwithstanding the foregoing, the recording of some or all of the Indebtedness represented by the EBC Notes on the Company's balance sheet prior to the completion of the EDBS Exchange Offer in accordance with GAAP and related rules and regulations promulgated by the SEC (including "push down" accounting), shall not be deemed to constitute Indebtedness for purposes of Section 4.09 of the Indenture or included as Indebtedness for purposes of calculating the Indebtedness to Cash Flow Ratio"

1.3. Notation on Notes. The form of Note attached as Exhibit A to the Indenture is deemed modified as appropriate to reflect the amendments contained in this First Supplemental Indenture. Any notes authenticated and delivered after the close of business on the date of this First Supplemental Indenture in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on or after the date for such purpose shall, pursuant to Section 9.05 of the Indenture, be stamped, imprinted or otherwise legended by the Trustee with the following notation:

"Effective October __, 2000 the Company, the Guarantors and the Trustee entered into a First Supplemental Indenture providing that, among other things, the recording of some or all of the Indebtedness represented by certain notes issued by EchoStar Broadband Corporation on the Company's balance sheet prior to the completion of the exchange of such notes for new notes issued by the Company shall not be deemed to constitute Indebtedness for purposes of Section 4.09 of the Indenture or included as Indebtedness for purposes of calculating the Indebtedness to Cash Flow Ratio. Reference is hereby made to the First Supplemental Indenture, copies of which are on file with the Trustee, for a description of the foregoing amendments."

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3.3. Governing Law. The internal laws of the State of New York shall govern this First Supplemental Indenture, without regard to the principles of the conflicts of law thereof.

3.4. Successors. All agreements of the Company and the Guarantors in this First Supplemental Indenture shall bind their successors and assigns. This First Supplemental Indenture shall be binding upon each Holder of Notes and their respective successors and assigns.

3.5. Multiple Counterparts. The parties may sign multiple counterparts of this First Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

3.6. Trustee Disclaimer. The Trustee accepts the amendment of the Indenture effected by this First Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the

Company, or for or with respect to (i) the validity, efficacy or sufficiency of this First Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by corporate action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences (direct or indirect and whether deliberate or inadvertent) of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

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