IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
DISH DBS CORPORATION, DISH WIRELESS L.L.C., *et al.*,[1]	)	Case No. 26-90627 (CML)
Debtors.	)	(Jointly Administered)

DISCLOSURE STATEMENT FOR THE AMENDED JOINT PREPACKAGED CHAPTER 11 PLAN OF DISH WIRELESS L.L.C. AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

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[1] The last four digits of DISH DBS Corporation's and DISH Wireless L.L.C.'s respective tax identification numbers are 8967 and 6388. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/DBS. The location of the Debtors' corporate headquarters and the Debtors' service address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

DISCLOSURE STATEMENT
FOR THE AMENDED JOINT PREPACKAGED
CHAPTER 11 PLAN OF DISH WIRELESS L.L.C. AND ITS
AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

SEPTEMBER 12, 2026

THE BANKRUPTCY COURT HAS CONDITIONALLY APPROVED THIS DISCLOSURE STATEMENT IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE *AMENDED JOINT PREPACKAGED CHAPTER 11 PLAN OF DISH WIRELESS L.L.C. AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION* (AS MAY BE FURTHER AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN").[2]

TO ENSURE THAT THE DBS DEBTORS EMERGE FROM CHAPTER 11 BEFORE THE OCTOBER 28, 2026 OUTSIDE DATE SPECIFIED IN THE RESTRUCTURING SUPPORT AGREEMENT, THE DEBTORS DETERMINED TO BIFURCATE THE PLAN FROM THE DBS PLAN INTO SEPARATE JOINT PLANS FOR WHICH THE DEBTORS WILL PURSUE CONFIRMATION ON SEPARATE TRACKS.[3]

VOTING CLASS	
CLASS 2E	**DISH WIRELESS GENERAL UNSECURED CLAIMS**

BALLOTS, VOTING RECORD DATE, AND VOTING DEADLINE

THE DISH WIRELESS DEBTORS ARE SOLICITING VOTES TO ACCEPT OR REJECT THE PLAN ONLY FROM HOLDERS OF CLAIMS IN CLASS 2E (THE "VOTING CLASS"). THE DISH WIRELESS DEBTORS ARE NOT SOLICITING VOTES ON THE PLAN FROM HOLDERS OF CLAIMS OR INTERESTS IN CLASSES 2A, 2B, 2C, OR 2D (THE "NON-VOTING CLASSES").

- **VOTING RECORD DATES. THE VOTING RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS IN THE VOTING CLASS ARE ENTITLED TO VOTE ON THE PLAN IS [●].**
- **VOTING DEADLINE. THE DEADLINE TO VOTE ON THE PLAN AND OPT IN TO THE THIRD-PARTY RELEASE IS [●], AT [●] (PREVAILING CENTRAL**

[2] Capitalized terms used but not otherwise defined in this Disclosure Statement have the meanings ascribed to such terms in the Plan. The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern.

[3] References herein to the "Debtors" refer collectively to the "DBS Debtors" and "DISH Wireless Debtors" as defined in the Plan. References herein to the "DBS Plan" refer to the *Modified Joint Prepackaged Chapter 11 Plan of DISH DBS Corporation and Certain of Its Subsidiaries* [Dkt. No. 1343].

TIME) UNLESS EXTENDED BY THE DISH WIRELESS DEBTORS IN THEIR SOLE DISCRETION.

AS FURTHER DESCRIBED IN THE SOLICITATION AND VOTING PROCEDURES:

- **FIRST VOTING ESTIMATION MOTION. ANY BALLOT SUBMITTED BY A HOLDER OF A CLAIM THAT IS SUBJECT TO THE *DISH WIRELESS DEBTORS' MOTION TO ESTIMATE CLAIMS FOR VOTING PURPOSES UNDER RULE 3018(A)(4) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE* [DKT. NO. 168] (THE "FIRST VOTING ESTIMATION MOTION") SHALL BE COUNTED IN ACCORDANCE WITH THE RESOLUTION OF THE FIRST VOTING ESTIMATION MOTION**

  (A) AS PROVIDED IN:

  (I) THE *ORDER ESTIMATING CLAIMS FOR VOTING PURPOSES UNDER RULE 3018(A)(4) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE* [DKT. NO. 1120]; OR

  (II) THE STIPULATED ORDERS ENTERED BY THE COURT RESOLVING THE FIRST VOTING ESTIMATION MOTION WITH RESPECT TO CERTAIN HOLDERS OF CLAIMS [DKT. NOS. 890, 1051, 1086, 1088, 1095, 1119 AND 1121]; OR

  (B) AS OTHERWISE AGREED BY THE DISH WIRELESS DEBTORS AND SUCH HOLDER.

- **HOLDERS OF CLAIMS THAT ARE NOT LISTED IN THE SCHEDULES MAY VOTE IN THE AMOUNT ASSERTED IN THEIR TIMELY FILED PROOFS OF CLAIM TO THE EXTENT SUCH HOLDER IS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN UNDER THE PLAN AND THE SOLICITATION AND VOTING PROCEDURES. PURSUANT TO THE SOLICITATION AND VOTING PROCEDURES, A HOLDER OF A CLAIM IS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN IF SUCH HOLDER, ON OR BEFORE THE GENERAL CLAIMS BAR DATE, HAS TIMELY FILED A PROOF OF CLAIM THAT:**

  (A) HAS NOT BEEN EXPUNGED, DISALLOWED, DISQUALIFIED, WITHDRAWN, OR SUPERSEDED, AS APPLICABLE; AND

  (B) IS NOT THE SUBJECT OF A PENDING OBJECTION, OTHER THAN A "RECLASSIFY" OR "REDUCE AND ALLOW" CLAIM OBJECTION, FILED WITH THE BANKRUPTCY COURT ON OR BEFORE [●].

TO THE EXTENT A HOLDER OF A CLAIM IN A VOTING CLASS IS SUBJECT TO A CLAIM OBJECTION (AND IS NOT SUBJECT TO THE FIRST VOTING ESTIMATION MOTION), SUCH HOLDER MAY FILE A MOTION UNDER

BANKRUPTCY RULE 3018(A) ON OR BEFORE [●] TO HAVE SUCH CLAIM ESTIMATED FOR VOTING PURPOSES ONLY.

HOLDERS OF DISH WIRELESS GENERAL UNSECURED CLAIMS SHOULD CAREFULLY READ THEIR BALLOT AND THE SOLICITATION AND VOTING PROCEDURES FOR FURTHER INSTRUCTIONS. BALLOTS MUST BE RETURNED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED ON OR WITH THE BALLOTS, AND AS FURTHER MODIFIED IN THE SOLICITATION AND VOTING PROCEDURES.

THIRD-PARTY RELEASE

ARTICLE VIII OF THE PLAN PROVIDES FOR CERTAIN RELEASES BY RELEASING PARTIES OF RELEASED PARTIES. SUCH RELEASES INCLUDE THE THIRD-PARTY RELEASE AS SET FORTH IN ARTICLE VIII.F OF THE PLAN (THE "THIRD-PARTY RELEASE"). THE PLAN PROVIDES THAT EACH HOLDER OF A CLAIM OR INTEREST THAT AFFIRMATIVELY OPTS IN TO THE THIRD PARTY RELEASE BY CHECKING THE APPLICABLE BOX ON ITS BALLOT OR RELEASE OPT IN FORM (AS DEFINED BELOW), AS APPLICABLE, IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE VOTING AND SOLICITATION PROCEDURES (AS DEFINED HEREIN) SHALL, IN EACH CASE, BE DEEMED TO HAVE GRANTED THE THIRD-PARTY RELEASE AS OF THE EFFECTIVE DATE OF THE PLAN.

UNDER THE PLAN, "RELEASING PARTIES" MEANS, COLLECTIVELY, EACH OF THE FOLLOWING, IN EACH CASE SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH ENTITY IN CLAUSE (A) THROUGH (E) OF THE DEFINITION OF RELEASED PARTIES; (B) ALL HOLDERS OF CLAIMS OR INTERESTS; AND (C) EACH RELATED PARTY OF EACH ENTITY IN THE FOREGOING CLAUSES (A) OR (B); PROVIDED, HOWEVER, THAT, IN EACH CASE, AN ENTITY SHALL NOT BE A RELEASING PARTY IF IT: (X) IS ENTITLED TO ELECT WHETHER TO OPT IN TO THE THIRD-PARTY RELEASE AND ELECTS NOT TO OPT IN TO THE THIRD-PARTY RELEASE; (Y) TIMELY OBJECTS TO THE THIRD-PARTY RELEASE AND SUCH OBJECTION IS NOT WITHDRAWN OR OTHERWISE RESOLVED BEFORE ENTRY OF THE CONFIRMATION ORDER; OR (Z) IS AN HSSC ENTITY.

UNDER THE PLAN, "RELEASED PARTIES" MEANS, COLLECTIVELY, EACH OF THE FOLLOWING, IN EACH CASE SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH DISH WIRELESS DEBTOR; (B) EACH POST-EFFECTIVE DATE DISH WIRELESS DEBTOR; (C) EACH PROFESSIONAL; (D) EACH CONSENTING CREDITOR; (E) EACH RELEASING PARTY; AND (F) EACH RELATED PARTY OF EACH PERSON OR ENTITY IN THE FOREGOING CLAUSES (A) THROUGH (E); PROVIDED, HOWEVER, THAT, IN EACH CASE, AN ENTITY SHALL NOT BE A RELEASED PARTY IF IT: (X) IS ENTITLED TO ELECT WHETHER TO OPT IN TO THE THIRD-PARTY RELEASE AND ELECTS NOT TO OPT IN TO THE THIRD-PARTY RELEASE; OR (Y) TIMELY OBJECTS TO THE

THIRD-PARTY RELEASE AND SUCH OBJECTION IS NOT WITHDRAWN OR OTHERWISE RESOLVED BEFORE ENTRY OF THE CONFIRMATION ORDER. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING IN THE PLAN TO THE CONTRARY, NO ENTITY THAT IS NOT A RELEASING PARTY SHALL BE A RELEASED PARTY.

HOLDERS OF CLAIMS IN THE VOTING CLASS MAY OPT IN TO BECOMING A RELEASING PARTY BY CHECKING THE APPLICABLE BOX ON THEIR RESPECTIVE BALLOTS.

HOLDERS OF CLAIMS OR INTERESTS IN THE NON-VOTING CLASSES WILL RECEIVE A NOTICE OF NON-VOTING STATUS (THE "NOTICE OF NON-VOTING STATUS") AND A FORM BY WHICH SUCH HOLDERS MAY AFFIRMATIVELY OPT IN TO THE THIRD-PARTY RELEASE (THE "RELEASE OPT IN FORM"). THE DEADLINE FOR HOLDERS OF CLAIMS AND INTERESTS IN SUCH CLASSES TO OPT IN TO THE THIRD-PARTY RELEASE IS [●] AT [●] (PREVAILING CENTRAL TIME) (THE "OPT IN DEADLINE").

HOLDERS OF CLAIMS IN THE VOTING CLASS AND NON-VOTING CLASSES WILL ONLY BE GRANTED THE BENEFITS OF THE THIRD-PARTY RELEASE AND GRANT SUCH THIRD-PARTY RELEASE IF THEY VALIDLY AND TIMELY OPT IN TO THE THIRD-PARTY RELEASE TO THE SOLICITATION AGENT BY THE OPT IN DEADLINE.

OPTIONAL TYPE A CONVENIENCE CLAIM ELECTION

THE HOLDER OF AN FCC TRUST-ELIGIBLE CLAIM[4] IN CLASS 2E MAY IRREVOCABLY ELECT TO HAVE SUCH CLAIM RECLASSIFIED AND TREATED AS A CLASS 2D SECURED TYPE A CLAIM UNDER THE PLAN BY MAKING A TYPE A CONVENIENCE CLAIM ELECTION ON THE BALLOT; PROVIDED THAT (A) SUCH HOLDER MUST HAVE FILED A TIMELY PROOF OF CLAIM FOR SUCH ELECTION TO BE VALID AND (B) ANY SUCH HOLDER THAT FAILED TO FILE

[4] "FCC Trust-Eligible Claims" means any DISH Wireless General Unsecured Claim that is not an Other Class 2E Claim.

"Other Class 2E Claim" means any DISH Wireless General Unsecured Claim that is: (a) a Claim arising under or relating to the DWLLC Intercompany Loan assigned to the DWLLC Claims Trust prior to the Petition Date; (b) held or asserted by or on behalf of EchoStar or its Affiliates, or any assignee thereof; or (c) for repayment of funds advanced, directly or indirectly, to fund the construction, operation, maintenance, building, decommissioning, or provisioning of the 5G network, regardless of whether such funds were provided by stockholders, bondholders, lenders, or other EchoStar Parties (other than, for the avoidance of doubt, any claim asserted by a third-party Claimant that is not an EchoStar Party in connection with ordinary-course vendor financing arrangements, including extended payment terms or trade credit granted by such third-party Claimant). For the avoidance of doubt, any Claim asserted against a DISH Wireless Debtor by an Affiliate of such DISH Wireless Debtor is an Other Class 2E Claim and, accordingly, is not an FCC Trust-Eligible Claim.

A TIMELY PROOF OF CLAIM WILL NOT HAVE MADE A VALID ELECTION AND WILL NOT RECOVER UNDER THE PLAN.

THE HOLDER OF AN FCC TRUST-ELIGIBLE CLAIM THAT MAKES THE OPTIONAL TYPE A CONVENIENCE CLAIM ELECTION BY CHECKING THE APPLICABLE BOX ON ITS BALLOT IRREVOCABLY AGREES TO:

(A) REDUCE THE AMOUNT OF ITS FCC TRUST-ELIGIBLE CLAIM TO $100,000 FOR ALL PURPOSES UNDER THE FCC TRUST DOCUMENTS AND THE PLAN, IT BEING UNDERSTOOD AND AGREED BY THE DISH WIRELESS DEBTORS THAT THE $100,000 THRESHOLD IS INTENDED TO BE DETERMINED WITHOUT REGARD TO INTEREST, IF ANY, TO WHICH THE BANKRUPTCY COURT MAY DETERMINE THE HOLDER OF A TYPE A SECURED CLAIM IS ENTITLED;

(B) BE TREATED IN ALL RESPECTS AS A SECURED TYPE A CLAIM IN CLASS 2D UNDER THE PLAN ENTITLED, SUBJECT TO THE TRUSTEE'S DETERMINATION OF ELIGIBILITY, TO RECEIVE A DISTRIBUTION, IF ANY, FROM THE TYPE A CLAIMS RESERVE PURSUANT TO THE FCC TRUST DOCUMENTS IN ACCORDANCE WITH ARTICLE IV.C.2 OF THE PLAN; AND

(C) EXECUTE A WAIVER AND RELEASE WITH RESPECT TO ANY RIGHT TO ASSERT, RECOVER, OR RECEIVE ANY DISTRIBUTION ON ACCOUNT OF THE PORTION OF SUCH COVERED CLAIM IN EXCESS OF $100,000 FROM ANY ECHOSTAR PARTY, INCLUDING THE DEBTORS, THE REORGANIZED DBS DEBTORS, THE POST-EFFECTIVE DATE DISH WIRELESS DEBTORS, AND THE DISH WIRELESS ESTATES, AND THE FCC TRUST, IF THE TRUSTEE DETERMINES SUCH CLAIM TO BE ELIGIBLE FOR A DISTRIBUTION UNDER THE FCC TRUST; PROVIDED, HOWEVER, THAT, AS SET FORTH IN THE FORM OF RELEASE AGREEMENT PROMULGATED BY THE FCC TRUST, IF AND TO THE EXTENT THAT SUCH HOLDER'S CLAIM IS FINALLY DETERMINED NOT TO BE ELIGIBLE TO RECEIVE A DISTRIBUTION FROM THE FCC TRUST (INCLUDING, IF APPLICABLE, FOLLOWING (I) THE HOLDER'S TIMELY FILING OF A RECONSIDERATION REQUEST WITH RESPECT TO THE TRUSTEE'S DENIAL OF ITS CLAIM IN ACCORDANCE WITH THE FCC TRUST DOCUMENTS AND THE DENIAL OF SUCH RECONSIDERATION REQUEST OR (II) A FINAL, NON-APPEALABLE DETERMINATION BY A COURT OF COMPETENT JURISDICTION BEFORE WHICH THE HOLDER HAS SOUGHT RELIEF WITH RESPECT TO SUCH DENIAL IN ACCORDANCE WITH THE FCC TRUST DOCUMENTS), THEN SUCH HOLDER SHALL BE SOLELY ENTITLED TO RECEIVE ITS PRO RATA SHARE OF THE DISH WIRELESS DISTRIBUTABLE VALUE IN ACCORDANCE WITH THE PLAN WITHOUT REDUCTION OF SUCH

HOLDER'S ALLOWED DISH WIRELESS GENERAL UNSECURED CLAIM TO $100,000.

FOR THE AVOIDANCE OF DOUBT, NO HOLDER OF AN FCC TRUST-ELIGIBLE CLAIM IN CLASS 2E IS REQUIRED TO MAKE THE TYPE A CONVENIENCE CLAIM ELECTION TO BE TREATED AS A COVERED CONVENIENCE CLAIM (AS DEFINED IN THE FCC TRUST DOCUMENTS) FOR PURPOSES OF RECOVERING FROM THE FCC TRUST. EACH SUCH HOLDER OF A CLASS 2E CLAIM WILL HAVE THE OPPORTUNITY TO ELECT TO BE TREATED AS A COVERED CONVENIENCE CLAIM IN ITS CLAIM SUBMISSION TO THE FCC TRUST EVEN IF IT DOES NOT MAKE THE TYPE A CONVENIENCE CLAIM ELECTION ON ITS BALLOT.

EACH HOLDER OF A CLASS 2E CLAIM IS ENCOURAGED TO READ ITS BALLOT AND THE SOLICITATION AND VOTING PROCEDURES FOR FURTHER INSTRUCTIONS.

QUICK PAY ELECTION

EACH HOLDER OF A SECURED TYPE A CLAIM IN CLASS 2D AND EACH HOLDER OF AN FCC TRUST-ELIGIBLE CLAIM IN CLASS 2E MAY MAKE AN OPTIONAL "QUICK PAY ELECTION" IN ACCORDANCE WITH ARTICLE IV.C.5 OF THE PLAN IN EACH CASE IN LIEU OF (A) WITH RESPECT TO A HOLDER OF A SECURED TYPE A CLAIM IN CLASS 2D, THE DEFAULT PROCESS BY WHICH SUCH HOLDER MAY RECOVER FROM THE TYPE A CLAIMS RESERVE IN ACCORDANCE WITH THE PROVISIONS OF THE PLAN AND THE FCC TRUST DOCUMENTS THAT GOVERN ALLOWED SECURED TYPE A CLAIMS THAT DO NOT MAKE SUCH IRREVOCABLE AND VOLUNTARY ELECTION AND (B) WITH RESPECT TO A HOLDER OF AN FCC TRUST-ELIGIBLE CLAIM IN CLASS 2E, (I) ANY RECOVERY FROM THE DISH WIRELESS DISTRIBUTABLE VALUE AND THE LITIGATION PROCEEDS, (II) THE FCC TRUST ELECTION, OR (III) THE TYPE A CONVENIENCE CLAIM ELECTION.

THE "QUICK PAY ALLOWED AMOUNT" FOR (A) EACH SECURED TYPE A CLAIM IN CLASS 2D IS EQUAL TO SEVENTY PERCENT (70%) OF THE DISH WIRELESS DEBTORS' ESTIMATED ALLOWED CLAIM AMOUNT FOR SUCH CLAIM, AND (B) FOR EACH FCC TRUST-ELIGIBLE CLAIM IN CLASS 2E IS EQUAL TO SIXTY PERCENT (60%) OF THE DISH WIRELESS DEBTORS' ESTIMATED ALLOWED CLAIM AMOUNT FOR SUCH CLAIM. THE DEBTORS' ESTIMATED CLAIM AMOUNT (A) REFLECTS ANY CAP APPLICABLE TO THE CLAIM FOR DAMAGES RESULTING FROM THE REJECTION OR TERMINATION OF A LEASE OF REAL PROPERTY UNDER SECTION 502(B)(6) OF THE BANKRUPTCY CODE BUT (B) DOES NOT ACCOUNT FOR ANY AFFIRMATIVE DEFENSE OF THE DISH WIRELESS DEBTORS, INCLUDING ANY DEFENSE BASED ON FORCE MAJEURE, FRUSTRATION OF PURPOSE, IMPRACTICABILITY, OR ANY SIMILAR CONTRACT PROVISION OR LEGAL DOCTRINE. THE DEBTORS' ESTIMATED ALLOWED CLAIM AMOUNT AND THE

QUICK PAY ALLOWED AMOUNT FOR EACH SECURED TYPE A CLAIM IN CLASS 2D AND EACH FCC TRUST-ELIGIBLE CLAIM IN CLASS 2E ARE SET FORTH ON THE APPLICABLE "QUICK PAY SCHEDULE" APPENDED TO THE PLAN AS EXHIBIT B (FOR CLASS 2D) AND EXHIBIT C (FOR CLASS 2E).

HOLDERS MAY MAY THE QUICK PAY ELECTION AS FOLLOWS:

(A) A HOLDER OF A SECURED TYPE A CLAIM IN CLASS 2D MAY MAKE THE QUICK PAY ELECTION BY TIMELY SUBMITTING A QUICK PAY ELECTION FORM BY [●] IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREIN AND IN THE SOLICITATION MATERIALS; AND

(B) A HOLDER OF AN FCC TRUST-ELIGIBLE CLAIM IN CLASS 2E MAY MAKE THE QUICK PAY ELECTION ON ITS BALLOT BY [●] IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREIN AND IN THE SOLICITATION MATERIALS.

A HOLDER MAY MAKE THE QUICK PAY ELECTION ONLY IF SUCH HOLDER VOTES TO ACCEPT THE PLAN (IT BEING UNDERSTOOD THAT HOLDERS OF SECURED TYPE A CLAIMS IN CLASS 2D ARE CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN PURSUANT TO SECTION 1126(F) OF THE BANKRUPTCY CODE AND ARTICLE III.B.4(C) OF THE PLAN). BY MAKING THE QUICK PAY ELECTION, THE HOLDER IS ALSO OPTING IN TO THE THIRD-PARTY RELEASE UNDER ARTICLE VIII.F OF THE PLAN. ANY QUICK PAY ELECTION MADE ON A BALLOT THAT VOTES TO REJECT THE PLAN SHALL BE DISREGARDED.

UPON THE OCCURRENCE OF THE EFFECTIVE DATE, A HOLDER THAT HAS VALIDLY ACCEPTED THE PLAN (OR IS PRESUMED TO HAVE ACCEPTED THE PLAN, IN THE CASE OF CLASS 2D) AND MADE THE QUICK PAY ELECTION SHALL BE DEEMED TO HAVE IRREVOCABLY AGREED THAT:

(A) ITS SECURED TYPE A CLAIM OR FCC TRUST-ELIGIBLE CLAIM, AS APPLICABLE, SHALL BE SETTLED AND AUTOMATICALLY ALLOWED IN AN AMOUNT EQUAL TO THE APPLICABLE QUICK PAY ALLOWED AMOUNT FOR SUCH CLAIM AS SET FORTH ON THE QUICK PAY SCHEDULE;

(B) SUCH HOLDER SHALL TAKE PAYMENT ON ACCOUNT OF ITS CLAIM, AS SO SETTLED AND ALLOWED, SOLELY FROM THE FCC TRUST, AND SHALL HAVE NO RECOURSE TO THE DISH WIRELESS DISTRIBUTABLE VALUE, ANY OTHER PROPERTY OF THE DISH WIRELESS DEBTORS OR THE DISH WIRELESS ESTATES, THE POST-EFFECTIVE DATE DISH WIRELESS DEBTORS, OR ANY OTHER SOURCE OF RECOVERY ON ACCOUNT OF SUCH CLAIM; AND

(C) AS A CONDITION TO RECEIVING A DISTRIBUTION FROM THE FCC TRUST, SUCH HOLDER SHALL BE BOUND BY ALL TERMS AND CONDITIONS OF THE FCC TRUST DOCUMENTS, INCLUDING THE

REQUIREMENT TO GRANT THE RELEASES REQUIRED UNDER THE FCC TRUST DOCUMENTS AND THE OTHER FCC TRUST THIRD-PARTY PAYMENT PROVISIONS.

THE QUICK PAY ELECTION IS OPTIONAL AND ANY SUCH HOLDER THAT DOES NOT MAKE THE QUICK PAY ELECTION SHALL RETAIN ALL OF ITS RIGHTS, CLAIMS, DEFENSES, AND ARGUMENTS, INCLUDING WITH RESPECT TO: (I) THE AMOUNT OF ITS CLAIM AGAINST THE DISH WIRELESS DEBTORS; (II) WHETHER SUCH AMOUNT IS BINDING FOR PURPOSES OF RECOVERY FROM THE FCC TRUST; (III) THE POTENTIAL SOURCES OF RECOVERY ON ACCOUNT OF SUCH CLAIM; AND (IV) ITS RIGHTS AGAINST PARTIES OTHER THAN THE DISH WIRELESS DEBTORS, INCLUDING OTHER ECHOSTAR PARTIES. THE DISH WIRELESS DEBTORS, THE DISH WIRELESS ESTATES, AND THE OTHER ECHOSTAR PARTIES LIKEWISE RETAIN ALL OF THEIR RESPECTIVE RIGHTS, CLAIMS, DEFENSES, AND ARGUMENTS WITH RESPECT TO THE FOREGOING AS TO ANY CLAIM HELD BY ANY SUCH HOLDER THAT DOES NOT MAKE THE QUICK PAY ELECTION.

EACH HOLDER OF A SECURED TYPE A CLAIM IN CLASS 2D AND EACH HOLDER OF AN FCC TRUST-ELIGIBLE CLAIM IN CLASS 2E IS ENCOURAGED TO READ ITS BALLOT AND THE SOLICITATION AND VOTING PROCEDURES FOR FURTHER INSTRUCTIONS.

SUPPLEMENTAL NOTE REGARDING ESTIMATED RECOVERIES FOR FCC TRUST-ELIGIBLE CLAIMS

A. HOLDERS OF FCC TRUST-ELIGIBLE CLAIMS ARE IMPAIRED UNDER THE PLAN IN ITS PRESENT FORM.

EACH HOLDER OF A DISH WIRELESS GENERAL UNSECURED CLAIM IN CLASS 2E IS IMPAIRED UNDER THE PLAN IN ITS PRESENT FORM. AS A CONSEQUENCE, EACH SUCH HOLDER IS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN; PROVIDED, HOWEVER, THAT HOLDERS OF THE DWLLC INTERCOMPANY LOAN CLAIMS SHALL NOT BE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN DATED SEPTEMBER 12, 2026 UNLESS OTHERWISE AGREED PURSUANT TO THE TERMS OF A SETTLEMENT APPROVED BY THE BANKRUPTCY COURT. THE HOLDERS OF THE LARGEST FCC TRUST-ELIGIBLE CLAIMS AGAINST THE DISH WIRELESS DEBTORS ARE CROWN CASTLE AND AMERICAN TOWER, WHICH ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN IN THE AMOUNTS OF APPROXIMATELY $554 MILLION AND $384 MILLION, RESPECTIVELY.

UNDER THE BANKRUPTCY CODE, A PLAN MUST BE ACCEPTED BY MORE THAN ONE-HALF IN NUMBER AND AT LEAST TWO-THIRDS IN AMOUNT OF CREDITORS THAT CAST A VOTE IN AN IMPAIRED CLASS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, HOLDERS OF THE

DWLLC INTERCOMPANY LOAN CLAIMS SHALL NOT BE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN DATED SEPTEMBER 12, 2026 UNLESS OTHERWISE AGREED PURSUANT TO THE TERMS OF A SETTLEMENT APPROVED BY THE BANKRUPTCY COURT, THE DWLLC INTERCOMPANY LOAN CLAIMS MAY NOT BE COUNTED FOR PURPOSES OF DETERMINING WHETHER CLASS 2E HAS ACCEPTED THE PLAN.

B. TWO MUTUALLY EXCLUSIVE SOURCES OF RECOVERY ARE AVAILABLE TO HOLDERS OF FCC TRUST-ELIGIBLE CLAIMS.

EACH HOLDER OF AN FCC TRUST-ELIGIBLE CLAIM HAS TWO MUTUALLY EXCLUSIVE SOURCES OF RECOVERY:

(I) THE DISH WIRELESS DISTRIBUTABLE VALUE UNDER THE PLAN, WHICH THE DISH WIRELESS DEBTORS ESTIMATE WOULD AFFORD HOLDERS OF ALLOWED DISH WIRELESS UNSECURED CLAIMS IN THE AMOUNT OF APPROXIMATELY ≥0% OF THE FACE AMOUNT OF ALLOWED CLAIMS; OR

(II) THE FCC TRUST, WHICH THE DISH WIRELESS DEBTORS BELIEVE HAS SUFFICIENT ASSETS TO PAY HOLDERS OF ALLOWED FCC TRUST-ELIGIBLE CLAIMS 100% OF THEIR ALLOWED CLAIMS FOR THE REASONS DISCUSSED HEREIN. AS REFERENCED HEREIN, HOLDERS OF ALLOWED FCC TRUST-ELIGIBLE CLAIMS MAY SEEK TO RECOVER FROM THE FCC TRUST BY MAKING THE FCC TRUST ELECTION, TYPE A CONVENIENCE CLAIM ELECTION, OR THE QUICK PAY ELECTION.

BECAUSE THESE TWO SOURCES ARE MUTUALLY EXCLUSIVE OF ONE ANOTHER, THE ESTIMATED RECOVERY RANGE FROM THE DISH WIRELESS DISTRIBUTABLE VALUE AND LITIGATION PROCEEDS UNDER THE PLAN DOES NOT REPRESENT THE MAXIMUM AMOUNT THAT A HOLDER OF AN ALLOWED FCC TRUST-ELIGIBLE CLAIM CAN RECOVER.

C. THE DISH WIRELESS DEBTORS EXPECT THE FCC TRUST TO BE SUFFICIENT TO PAY ALL FCC TRUST-ELIGIBLE CLAIMS IN FULL IN CASH.

THE DISH WIRELESS DEBTORS EXPECT THAT THE CLAIMS ASSERTED BY CROWN CASTLE, AMERICAN TOWER, AND SBA—THE THREE TOWER LESSOR MEMBERS OF THE CREDITORS' COMMITTEE—WILL BE CAPPED UNDER SECTION 502(B)(6) OF THE BANKRUPTCY CODE, WHICH APPLIES TO CLAIMS FOR DAMAGES RESULTING FROM THE TERMINATION OF A LEASE OF REAL PROPERTY. IF THE DISH WIRELESS DEBTORS ARE CORRECT, THE DISH WIRELESS DEBTORS BELIEVE THAT THE FCC TRUST WILL HAVE MORE THAN SUFFICIENT ASSETS TO PAY ALL ALLOWED FCC TRUST-ELIGIBLE CLAIMS IN FULL IN CASH, MEANING THAT EACH SUCH CLAIM WOULD RECOVER FROM THE FCC TRUST AN AMOUNT EQUAL TO 100% OF THE

AMOUNT ALLOWED BY THE BANKRUPTCY COURT. THIS IS THE CASE EVEN IF NO ADDITIONAL CLAIMS BEYOND THOSE OF CROWN CASTLE, AMERICAN TOWER, AND SBA WERE SUBJECT TO THE SECTION 502(B)(6) CAP.[5]

D. A FINAL ORDER OF THE BANKRUPTCY COURT ALLOWING AN FCC TRUST-ELIGIBLE CLAIM IS ITSELF SUFFICIENT TO ESTABLISH A HOLDER'S ENTITLEMENT TO A DISTRIBUTION FROM THE FCC TRUST.

A FINAL ORDER OF THE BANKRUPTCY COURT ALLOWING AN FCC TRUST-ELIGIBLE CLAIM AGAINST A DISH WIRELESS DEBTOR IS ITSELF SUFFICIENT FOR THE HOLDER TO MAKE A COVERED CLAIM SUBMISSION TO THE FCC TRUST AND RECEIVE A DISTRIBUTION IN ACCORDANCE WITH THE FCC TRUST DOCUMENTS.

RECOMMENDATION BY THE DISH WIRELESS DEBTORS

EACH DISH WIRELESS DEBTOR'S BOARD OF MANAGERS, INCLUDING THE DWLLC SPECIAL COMMITTEE, HAS APPROVED THE RESTRUCTURING TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT. EACH DISH WIRELESS DEBTOR BELIEVES THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF EACH DISH WIRELESS DEBTOR'S ESTATE, PROVIDE THE BEST RECOVERY AVAILABLE TO HOLDERS OF CLAIMS, AND REPRESENT THE BEST ALTERNATIVE FOR ACCOMPLISHING THE DISH WIRELESS DEBTORS' OVERALL RESTRUCTURING OBJECTIVES.

EACH OF THE DISH WIRELESS DEBTORS THEREFORE STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED ACCEPT THE PLAN BY RETURNING THEIR BALLOT SO AS TO BE ACTUALLY RECEIVED BY EPIQ CORPORATE RESTRUCTURING, LLC (THE "SOLICITATION AGENT") ON OR BEFORE THE VOTING DEADLINE ON [●] AT [●] (PREVAILING CENTRAL TIME) WITH RESPECT TO THE PLAN.

[5] For the avoidance of doubt, the DISH Wireless Debtors reserve the right to object to all other tower lease claims in due course on any and all applicable grounds, including that amounts allowed on account of such claims, if any, are limited by section 502(b)(6) of the Bankruptcy Code.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

THE DISH WIRELESS DEBTORS ARE PROVIDING THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT OR REJECT THE PLAN. THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED FOR PURPOSES OF SOLICITING VOTES FOR AND CONFIRMATION OF THE PLAN, AND MAY NOT BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. FUTURE BANKRUPTCY COURT APPROVAL OF THIS DISCLOSURE STATEMENT ON A FINAL BASIS DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN.

ALTHOUGH SOLICITATION WAS COMMENCED BEFORE THE FILING OF THE CHAPTER 11 CASES, THE VOTING DEADLINE (AS DEFINED BELOW), FOR ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN IS POSTPETITION.

THIS DISCLOSURE STATEMENT HAS BEEN CONDITIONALLY APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION," WITHIN THE MEANING OF SECTION 1125(A) OF THE BANKRUPTCY CODE, FOR PURPOSES OF THE DISH WIRELESS DEBTORS' SUPPLEMENTAL SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN AFTER THE PETITION DATE. THIS DISCLOSURE STATEMENT HAS NOT, AS OF THE DATE HEREOF, BEEN APPROVED BY THE BANKRUPTCY COURT ON A FINAL BASIS. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE AND SUBJECT TO THE RESTRUCTURING SUPPORT AGREEMENT. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN, EACH HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE XI HEREIN.

THE DISH WIRELESS DEBTORS AND CERTAIN HOLDERS OF CLAIMS SUPPORT THE PLAN, INCLUDING CERTAIN CONSENTING CREDITORS THAT HAVE EXECUTED THE RESTRUCTURING SUPPORT AGREEMENT AND ARE BENEFICIARIES OF THE DWLLC CLAIMS TRUST. THE DISH WIRELESS DEBTORS BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DISH WIRELESS DEBTORS' ESTATES, AND PROVIDE THE BEST RECOVERY TO STAKEHOLDERS. THE DISH WIRELESS DEBTORS BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR MAXIMIZING VALUE AND ACHIEVING THE DISH WIRELESS DEBTORS' RESTRUCTURING OBJECTIVES. THE DISH WIRELESS DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

HOLDERS OF CLAIMS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THE DISH WIRELESS DEBTORS URGE EACH HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN EVENTS IN THE DISH WIRELESS DEBTORS' CHAPTER 11 CASES. ALTHOUGH THE DISH WIRELESS DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. THE SUMMARIES OF THE DISH WIRELESS DEBTORS' FINANCIAL INFORMATION AND THE DOCUMENTS ANNEXED TO THIS DISCLOSURE STATEMENT OR OTHERWISE INCORPORATED HEREIN BY REFERENCE ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THOSE DOCUMENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENT INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENT WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DISH WIRELESS DEBTORS' MANAGEMENT TEAM EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DISH WIRELESS DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION. THE DISH WIRELESS DEBTORS ARE UNDER NO DUTY TO UPDATE OR SUPPLEMENT THIS DISCLOSURE STATEMENT, EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR IN ACCORDANCE WITH APPLICABLE LAW.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DISH WIRELESS DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DISH WIRELESS DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DISH WIRELESS DEBTORS' BUSINESSES. WHILE THE DISH WIRELESS DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DISH WIRELESS DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DISH WIRELESS DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE

UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER, NOR SHALL IT BE ADMISSIBLE IN ANY NONBANKRUPTCY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY. THE DEBTORS OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. THERE IS NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH DATE. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN AND THE RESTRUCTURING SUPPORT AGREEMENT.

NEITHER THE BANKRUPTCY COURT NOR THE DEBTORS HAVE AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT THAT, TOGETHER WITH THE DEBTORS' SUPPLEMENTAL SOLICITATION LETTER, ACCOMPANIES SUPPLEMENTAL SOLICITATION PACKAGES. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS OR INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, WHO VOTE TO REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE RESTRUCTURING TRANSACTIONS CONTEMPLATED THEREBY.

THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THE RESTRUCTURING SUPPORT AGREEMENT, THE PLAN AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETY, INCLUDING ARTICLE XI, ENTITLED "RISK FACTORS," BEFORE SUBMITTING YOUR BALLOT TO VOTE ON THE PLAN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B). DISSEMINATION OF THIS DISCLOSURE STATEMENT IS CONTROLLED BY BANKRUPTCY RULE 3017. THIS DISCLOSURE STATEMENT WAS PREPARED TO PROVIDE PARTIES IN INTEREST WITH "ADEQUATE INFORMATION" (AS DEFINED IN SECTION 1125 OF THE BANKRUPTCY CODE) SO THAT THOSE CREDITORS WHO ARE ENTITLED TO VOTE WITH RESPECT TO THE PLAN CAN MAKE AN INFORMED JUDGMENT REGARDING SUCH VOTE ON THE PLAN. AS OF THE DATE HEREOF, THE BANKRUPTCY COURT HAS NOT APPROVED THIS DISCLOSURE STATEMENT ON A FINAL BASIS. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. ALL HOLDERS OF CLAIMS AND/OR INTERESTS SHOULD REVIEW THE SECURITIES LAW RESTRICTIONS AND NOTICES SET FORTH IN THIS DISCLOSURE STATEMENT AND THE PLAN IN FULL.

THE DISH WIRELESS DEBTORS HAVE SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT, HOWEVER, BEEN, AND WILL NOT BE, AUDITED OR REVIEWED BY THE DISH WIRELESS DEBTORS' INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE HEREIN.

THE DISH WIRELESS DEBTORS MAKE STATEMENTS IN THIS DISCLOSURE STATEMENT THAT ARE CONSIDERED FORWARD-LOOKING STATEMENTS UNDER FEDERAL SECURITIES LAWS. THE DISH WIRELESS DEBTORS CONSIDER ALL STATEMENTS REGARDING ANTICIPATED OR FUTURE MATTERS TO BE FORWARD-LOOKING STATEMENTS. ALTHOUGH THE DISH WIRELESS DEBTORS BELIEVE THE EXPECTATIONS REFLECTED IN SUCH FORWARD-LOOKING STATEMENTS ARE BASED ON REASONABLE ASSUMPTIONS, THE DISH WIRELESS DEBTORS CAN GIVE NO ASSURANCE THAT THEIR EXPECTATIONS WILL BE ATTAINED, AND IT IS POSSIBLE THAT ACTUAL

RESULTS MAY DIFFER MATERIALLY FROM THOSE INDICATED BY THESE FORWARD-LOOKING STATEMENTS DUE TO A VARIETY OF RISKS AND UNCERTAINTIES. ALL FORWARD-LOOKING STATEMENTS ATTRIBUTABLE TO THE DISH WIRELESS DEBTORS OR ENTITIES ACTING ON THEIR BEHALF ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS DISCLOSURE STATEMENT. FORWARD-LOOKING STATEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STATEMENTS ABOUT:

- **THE COMPANY'S PLANS, OBJECTIVES, INTENTIONS, AND EXPECTATIONS;**
- **THE COMPANY'S BUSINESS STRATEGY;**
- **THE DISH WIRELESS DEBTORS' FINANCIAL STRATEGY, BUDGET, AND PROJECTIONS;**
- **THE DISH WIRELESS DEBTORS' FINANCIAL CONDITION, REVENUES, CASH FLOWS, AND EXPENSES;**
- **THE SATISFACTION OF ALL CLOSING CONDITIONS FOR THE SPACEX TRANSACTION (AS DEFINED HEREIN) AND THE TIMING THEREOF;**
- **THE DISH WIRELESS DEBTORS' LEVELS OF INDEBTEDNESS, LIQUIDITY, AND COMPLIANCE WITH DEBT COVENANTS;**
- **THE TERMS OF CAPITAL AVAILABLE TO THE DISH WIRELESS DEBTORS;**
- **THE INTEGRATION AND BENEFITS OF ASSET AND PROPERTY ACQUISITIONS OR THE EFFECTS OF ASSET AND PROPERTY ACQUISITIONS OR DISPOSITIONS ON THE DISH WIRELESS DEBTORS' CASH POSITION AND LEVELS OF INDEBTEDNESS;**
- **THE DISH WIRELESS DEBTORS' ABILITY TO SATISFY FUTURE CASH OBLIGATIONS;**
- **THE EFFECTIVENESS OF THE DISH WIRELESS DEBTORS' RISK MANAGEMENT ACTIVITIES;**
- **THE DISH WIRELESS DEBTORS' COUNTERPARTIES' CREDIT RISK;**
- **THE OUTCOME OF PENDING AND FUTURE LITIGATION CLAIMS OR REGULATORY PROCEEDINGS;**
- **THE GOVERNMENTAL REGULATIONS AND TAXATION APPLICABLE TO THE DISH WIRELESS DEBTORS, INCLUDING ANY CHANGES THERETO; AND**
- **THE POTENTIAL ADOPTION OF NEW GOVERNMENTAL REGULATIONS.**

STATEMENTS CONCERNING THESE AND OTHER MATTERS ARE NOT GUARANTEES OF THE FUTURE PERFORMANCE OF THE POST-EFFECTIVE

DATE DISH WIRELESS DEBTORS. THERE ARE RISKS, UNCERTAINTIES, AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE POST-EFFECTIVE DATE DISH WIRELESS DEBTORS', OR THE COMPANY'S ACTUAL PERFORMANCE OR ACHIEVEMENTS TO BE DIFFERENT FROM THOSE THEY MAY PROJECT, AND THE DISH WIRELESS DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE THE PROJECTIONS MADE HEREIN. THESE RISKS, UNCERTAINTIES, AND FACTORS MAY INCLUDE THE FOLLOWING: THE DISH WIRELESS DEBTORS' ABILITY TO CONFIRM AND CONSUMMATE THE PLAN; THE POTENTIAL THAT THE DISH WIRELESS DEBTORS MAY NEED TO PURSUE AN ALTERNATIVE TRANSACTION IF THE PLAN IS NOT CONFIRMED; THE DISH WIRELESS DEBTORS' ABILITY TO REDUCE THEIR OVERALL FINANCIAL LEVERAGE; THE POTENTIAL ADVERSE IMPACT OF THE CHAPTER 11 CASES ON THE DISH WIRELESS DEBTORS' WIND DOWN OPERATIONS, MANAGEMENT, AND EMPLOYEES; THE RISKS ASSOCIATED WITH WINDING DOWN THE DISH WIRELESS DEBTORS' BUSINESS DURING THE CHAPTER 11 CASES; THE DISH WIRELESS DEBTORS' INABILITY TO MAINTAIN RELATIONSHIPS WITH SUPPLIERS, EMPLOYEES, AND OTHER THIRD PARTIES AS A RESULT OF THE CHAPTER 11 FILING OR THOSE PARTIES' FAILURE TO COMPLY WITH THEIR CONTRACTUAL OBLIGATIONS; CUSTOMER AND VENDOR RESPONSES TO THE CHAPTER 11 CASES; THE DISH WIRELESS DEBTORS' INABILITY TO DISCHARGE OR SETTLE CLAIMS DURING THE CHAPTER 11 CASES; GENERAL ECONOMIC, BUSINESS, AND MARKET CONDITIONS; CURRENCY FLUCTUATIONS; INTEREST RATE FLUCTUATIONS; PRICE INCREASES; EXPOSURE TO LITIGATION; A DECLINE IN THE DISH WIRELESS DEBTORS' MARKET SHARE DUE TO COMPETITION; THE DISH WIRELESS DEBTORS' ABILITY TO IMPLEMENT COST REDUCTION INITIATIVES IN A TIMELY MANNER; FINANCIAL CONDITIONS OF THE DISH WIRELESS DEBTORS' CUSTOMERS; ADVERSE TAX CHANGES; LIMITED ACCESS TO CAPITAL RESOURCES; CHANGES IN DOMESTIC AND FOREIGN LAWS AND REGULATIONS; TRADE BALANCE; NATURAL DISASTERS; PANDEMICS; GEOPOLITICAL INSTABILITY; GOVERNMENT SHUTDOWNS; AND THE EFFECTS OF GOVERNMENTAL REGULATION ON THE DISH WIRELESS DEBTORS' BUSINESS.

YOU ARE CAUTIONED THAT ALL FORWARD-LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE, AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD-LOOKING STATEMENTS. THE PROJECTIONS AND FORWARD-LOOKING INFORMATION CONTAINED OR INCORPORATED BY REFERENCE HEREIN AND ATTACHED HERETO ARE ONLY ESTIMATES, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS AND ALLOWED INTERESTS, AMONG OTHER THINGS, MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. ANY ANALYSES, ESTIMATES, OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO BE ACCURATE.

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EXHIBIT B	Restructuring Support Agreement
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EXHIBIT D	Liquidation Analysis
EXHIBIT E	Organizational Structure Chart

[1] Each Exhibit is incorporated herein by reference.

I. INTRODUCTION

DISH Wireless L.L.C. ("DWLLC") and its affiliated debtors and debtors in possession (such debtor and debtor in possession affiliates, together with DWLLC, excluding the DBS Debtors, the "DISH Wireless Debtors") submit this disclosure statement (this "Disclosure Statement"), pursuant to section 1125 of the Bankruptcy Code, to Holders of Claims against the DISH Wireless Debtors in connection with the solicitation of votes for acceptance of the *Amended Joint Prepackaged Chapter 11 Plan of DISH Wireless L.L.C. and Its Affiliated Debtors and Debtors in Possession* (the "Plan").[1] A copy of the Plan is attached hereto as **Exhibits A** and incorporated herein by reference. The Plan constitutes a separate chapter 11 plan for each of the Debtors.[2]

This Disclosure Statement contains extensive discussion of the Chapter 11 Cases of the DISH Wireless Debtors and the DBS Debtors.[3] This discussion is essential to provide Holders of Claims entitled to vote to accept or reject the Plan context for the transactions that are the subject of the Restructuring Support Agreement. Nevertheless, the DISH Wireless Debtors believe that none of the terms of the DBS Plan or restructuring objectives of the DBS Debtors are relevant to voting with respect to the Plan.

THE DISH WIRELESS DEBTORS AND CERTAIN CONSENTING CREDITORS THAT HAVE EXECUTED THE RESTRUCTURING SUPPORT AGREEMENT AND ARE BENEFICIARIES OF THE DWLLC CLAIMS TRUST BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DISH WIRELESS DEBTORS' ESTATES, AND PROVIDE THE BEST AVAILABLE RECOVERY TO CREDITORS AND STAKEHOLDERS. THE DISH WIRELESS DEBTORS BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR SUCCESSFULLY MAXIMIZING VALUE AND COMPLETING THE CHAPTER 11 CASES. THE DISH WIRELESS DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

II. PRELIMINARY STATEMENT

The Debtors are subsidiaries of EchoStar Corporation (NASDAQ: ECHO) ("EchoStar" and, together with its Debtor and non-Debtor subsidiaries, the "Company"). EchoStar was founded in 1980 and provides pay-TV, wireless, and internet services to millions of customers, having pioneered technological advancements that redefined those industries. As more fully discussed below, the Company has four primary business segments: (a) Pay-TV, which provides

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[1] The DISH Wireless Debtors are: (a) Neyland Networks LLC; (b) DWLLC; (c) DISH Wireless Leasing L.L.C.; (d) DISH Wireless Retail Holding L.L.C.; (e) DISH Infinite Corporation; and (f) DISH Wireless Retail Operating L.L.C.

[2] The descriptions and summaries of the Plan contained in this Disclosure Statement are qualified in their entirety by reference to the terms of the Plan. To the extent of any inconsistency between these descriptions and summaries and the Plan, the terms of the Plan will control.

[3] The DBS Debtors are: (a) DBS; (b) DISH Network L.L.C.; (c) DISH Operating L.L.C.; (d) DISH Broadcasting Corporation; (e) DISH Network Service L.L.C.; (f) DISH Technologies Holding Corporation; (g) DISH Technologies L.L.C.; (h) Sling Media, L.L.C.; (i) Sling TV Holding L.L.C.; (j) Sling TV Purchasing L.L.C.; (k) Sling TV L.L.C; and (*l*) Sling TV Gift Card Corporation.

pay-TV services under the DISH® and Sling® brands, (b) Wireless, which operates as a Hybrid MNO (as defined below) through non-Debtor DISH Network Corporation ("DNC") and certain of its non-Debtor subsidiaries (including non-Debtor Boost SubscriberCo L.L.C. ("BoostCo"), (c) Broadband and Satellite Services, which operates through EchoStar's direct, wholly-owned non-Debtor subsidiary Hughes Satellite Systems Corporation ("HSSC")[4] and its non-Debtor subsidiaries, and (d) Other,[5] which consists of the Company's legacy 5G open radio access network (the "5G Network") and related assets that are not used in the Wireless segment's Hybrid MNO operations. As of the Petition Date, the Company had approximately 10,400 employees in the United States and serves more than 6 million pay-TV subscribers, approximately 7 million wireless subscribers, and approximately 641,000 broadband subscribers.

From 2020 to 2025, DWLLC and the other DISH Wireless Debtors operated the Company's wireless segment under the Boost Mobile® and Gen Mobile® brands. The DISH Wireless Debtors committed more than $13 billion (funded primarily by the proceeds of an intercompany loan from DNC) to build out the Company's nationwide 5G mobile network infrastructure. Moreover, EchoStar's non-Debtor subsidiaries committed an additional $3 billion in the buildout and paid more than $30 billion to acquire spectrum licenses since 2008 from the FCC and through secondary market transactions (not including $10 billion of capitalized interest related to the carrying value of such licenses). In 2024, the last full year of the Company's 5G Network operations, the wireless business generated an operating loss of $477 million on revenue of $3.6 billion.

As more fully discussed in this Disclosure Statement, the DISH Wireless Debtors have experienced significant challenges in recent years and are proposing the Plan for the purpose of maximizing the value of the DISH Wireless Debtors and resolving relevant issues in a manner that is in the best interests of their estates, creditors and stakeholders.

The FCC-Directed Sales of EchoStar's Wireless Spectrum Licenses

In 2020, DNC acquired Sprint Corporation's ("Sprint") Boost Mobile business for $1.4 billion, subject to working-capital adjustments, to satisfy antitrust conditions to the acquisition of Sprint by T-Mobile US, Inc. ("T-Mobile"). DWLLC then set to work building out its 5G Network under a complex set of terms negotiated with the FCC. By May 5, 2025, DWLLC had deployed more than 144,000 radios across over 24,000 tower sites across the country, allowing the Company to timely certify compliance with all buildout commitments, including that the 5G Network provided coverage to more than 80% of the United States population. The FCC certified the Company's compliance with its buildout commitments on September 29, 2023, and again confirmed that the Company had met all buildout obligations as of September 8, 2025. The Company certified compliance with buildout obligations on July 14, 2023, March 13, 2024, January 10, 2025, March 17, 2025, May 5, 2025, and June 17, 2025.

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[4] Chapter 11 cases for HSSC and certain of its subsidiaries were commenced on August 2, 2026 and are also pending in the United States Bankruptcy Court for the Southern District of Texas under Case No. 26-90739. The chapter 11 cases of HSSC and its subsidiaries are not being jointly administered with these Chapter 11 Cases.

[5] This segment is defined as "Other" in EchoStar's public filings with the United States Securities and Exchange Commission (the "SEC").

On May 9, 2025, notwithstanding the Company having certified compliance with all applicable buildout commitments up to that date, the FCC Chairman sent a letter to the Company expressing concerns about the extension granted by the prior administration related to the Company's 5G Network buildout and disclosing that he had directed FCC staff to commence an investigation and seek public comment to "inform the FCC's thinking about EchoStar's use of spectrum" (the "May 2025 FCC Letter"). In ensuing discussions between EchoStar representatives and the FCC, including the Chairman and his staff, the FCC made clear its intent to terminate a wide range of the Company's spectrum licenses, including those necessary to operate the 5G Network, unless the Company sold such licenses in the secondary market. Any such termination would have posed an existential threat to the Company, which would have lost the entire $46 billion commitment it had collectively made in its wireless network buildout, including DWLLC's buildout. In response, the Company retained White & Case LLP and FTI Consulting, Inc. as its legal and financial advisors and began evaluating options to protect its interests, including preparations for a potential chapter 11 filing of the Company. At the same time, the Company worked with the FCC to identify a potential path forward that would permit the Company to retain its spectrum licenses. In June 2025, the Company's Chairman, Charlie Ergen, met with President Donald J. Trump and the FCC Chairman, Brendan Carr. President Trump directed the FCC Chairman to work with the Company to find a resolution that would benefit all parties.

During the negotiations, the FCC directed EchoStar to sell spectrum on an expedited basis on terms acceptable to the FCC or face significant license forfeitures. The FCC had never previously required a party to sell its spectrum licenses under threat of termination. Under the time pressure imposed by the FCC, the Company worked to negotiate definitive agreements to sell a material portion of its terrestrial and satellite spectrum licenses on terms acceptable to the FCC. After several months of discussions with the FCC about the nature and scope of transactions that would satisfy its directive, EchoStar and other non-Debtor affiliates entered into the following definitive license purchase agreements with AT&T Mobility II LLC ("AT&T") and Space Exploration Technologies Corp. ("SpaceX"):

(a) on August 25, 2025, EchoStar agreed to sell the Company's 3.45 GHz and 600 MHz spectrum licenses—a total of 50 MHz of nationwide spectrum—to AT&T for approximately $23 billion, subject to regulatory approval. In addition to this agreement, the AT&T Network Services Agreement was amended to provide for additional terms and services to facilitate the Company's transition to a Hybrid MNO (as defined below);

(b) on September 7, 2025, EchoStar agreed to sell the Company's AWS-4 and H-block spectrum licenses to SpaceX for approximately $17 billion, comprised of up to $8.5 billion in cash and up to $8.5 billion in SpaceX stock at a per share valuation of $212.00 as adjusted for stock dividends, splits, or reorganization; and

(c) on November 5, 2025, EchoStar entered into an amended definitive agreement with SpaceX to also sell the Company's unpaired AWS-3 licenses for approximately $2.6 billion of additional SpaceX stock at the same valuation.

On September 8, 2025, immediately following the announcement of the AT&T and SpaceX transactions, the FCC Chairman confirmed by letter that "the relevant FCC buildout and other related obligations had been satisfied by EchoStar in view of the company's current FCC milestones." The Company believes that the sequence of events at issue—an inquiry into the

Company's spectrum licenses, an FCC-directed sale, and the subsequent resolution of that inquiry—is unusual.

As a result of these spectrum sales, DWLLC can no longer operate the 5G Network. Neither DWLLC nor any of its current or former subsidiaries currently owns or previously owned the spectrum licenses being sold to AT&T or SpaceX. Accordingly, the DISH Wireless Debtors are not entitled to any proceeds of the sale transactions. The sales also forced the Company to transition its Boost Mobile subscribers to third-party networks and to convert its operations to those of a hybrid mobile network operator ("Hybrid MNO")—a telecom provider that owns and operates certain core network functions, such as the software systems that authenticate subscribers and process calls, texts and data, while relying on third-party carriers to provide the spectrum frequencies and cell sites that actually deliver wireless service to subscribers' devices. In other words, the Company continues to control the subscriber relationship and processes calls, texts and data through its cloud-native 5G core, but it is AT&T's physical network, including its towers, antennas, radios, radio access network software, and spectrum frequencies, that primarily carries the traffic.

To protect against customer disruption and support this wholesale change to its business plan, in August 2025, DWLLC contributed certain vendor contracts, liabilities, and core network assets to BoostCo in exchange for $5.0 billion of debt forgiveness under the DWLLC Intercompany Loan (as defined below). As a result, the Company's wireless business split into two distinct segments: (a) the go-forward Hybrid MNO operations under BoostCo and (b) the non "core" network assets associated with the 5G Network deployment, which are held by the DISH Wireless Debtors. The Hybrid MNO remains fully operational through BoostCo and continues to deliver uninterrupted service to its millions of customers nationwide. As discussed herein, the DISH Wireless Debtors' remaining assets are contemplated to be transitioned pursuant to the terms of the Plan.

Given the immense undertaking of building out the 5G Network from scratch, DWLLC entered into thousands of agreements with tower lessors and other vendors, including for fiber backhaul services, equipment (including servers, lithium-ion batteries, radios, and antennae, data centers), and for other goods and services. DWLLC entered into these agreements in reliance on a straightforward principle, supported by longstanding FCC practice: DWLLC could safely invest the billions of dollars needed to operate the 5G Network so long as EchoStar remained in compliance with its buildout milestones. But the FCC's directive that EchoStar sell or forfeit its spectrum licenses, despite having complied with all of its buildout obligations, disrupted these reasonable expectations, which DWLLC has argued constitutes a *force majeure* event that rendered DWLLC's performance under tower leases and vendor agreements impossible or commercially impracticable. For these reasons, and because without the Company's wireless spectrum, it is not possible to deploy or operate the 5G Network (or any radio access network), DWLLC has asserted that it is excused from any further obligations under those leases and other agreements. If DWLLC were to remain obligated under the agreements notwithstanding the FCC's unprecedented actions, DWLLC would be required to spend billions of dollars for services it is no longer able to use.

Beginning in September 2025, DWLLC sent notices to thousands of 5G Network counterparties, informing them that the FCC's actions constituted force-majeure events or otherwise excused DWLLC's performance obligations under applicable law. In each of these notices, DWLLC expressed its willingness to discuss a mutually acceptable resolution. DWLLC

has reached settlements with hundreds of Network claimants, but many other claimants have disputed DWLLC's defenses, and more than 200 lawsuits have been filed by 5G Network claimants in state and federal courts across the country, each of which seeks damages for breach of contract ranging from the single-digit thousands to several billion dollars and for declaratory relief that no *force majeure* or other event has occurred that would excuse DWLLC's performance. In many cases, the expectancy damages asserted against DWLLC are for rent payments extending more than ten (10) years into the future. In addition to defending against these lawsuits, DWLLC has been diligently working to decommission the portions of its legacy 5G Network, including the cell site radios and ground infrastructure, that are not utilized in the Company's go-forward Hybrid MNO operations, having discontinued its 5G Network deployment in August 2025, following the announcement of the spectrum sale to AT&T.

On May 12, 2026, the Wireless Telecommunications Bureau of the FCC (the "FCC Wireless Bureau") approved the AT&T and SpaceX sales (the "FCC May 2026 Orders"), conditioned on EchoStar depositing $2.4 billion (the "Contribution") into a trust for the benefit of creditors with claims related to the 5G Network (the "FCC Trust"). A copy of the FCC Trust Agreement is attached to the Plan as Exhibit A. The purpose of the FCC Trust is to make funds available to pay final judgments, arbitration awards, and settlements for amounts due in connection with the construction, operation, maintenance, building, decommissioning, and/or provisioning of goods or services related to or arising out of the communications sites and/or communications network associated with certain of the licenses being assigned to AT&T or SpaceX (claims for such judgments, awards or settlements are referred to herein as "Covered Claims"). With the FCC Wireless Bureau's approval, The Bank of New York Mellon has been appointed trustee of the FCC Trust, and EchoStar established the FCC Trust on June 26, 2026.

On July 28, 2026, the AT&T Transactions closed. Concurrently with closing, the $2.4 billion Contribution was remitted to the FCC Trust directly from the proceeds of the AT&T Transactions, $200,000,000 of which was deposited into the "Type A Claims Reserve"—a segregated deposit account of the FCC Trust maintained solely to satisfy Allowed Secured Type A Claims and subject to DWLLC's perfected prepetition security interest under the FCC Trust Security Agreement.

On July 30, 2026, the FCC Wireless Bureau issued a *Memorandum Opinion and Order* (DA 26-797) (the "FCC July 2026 Order")[6] modifying the May 12, 2026 orders.[7] The FCC July 2026 Order provides that a claim eligible to recover from the FCC Trust excludes any claims on behalf of EchoStar or its subsidiaries or affiliates, or any assignee thereof, which includes the DWLLC Intercompany Loan Claims that are classified as Other Class 2E Claims under the Plan. The Plan is in accordance with the FCC July 2026 Order.

The treatment of the Other Class 2E Claims under the FCC July 2026 Order is distinct from the potential recoveries available to other holders of Allowed FCC Trust-Eligible Claims. Such holders of Allowed FCC Trust-Eligible Claims may have the opportunity to recover up to 100% of their Eligible Covered Claims from the FCC Trust if the claims asserted by Crown Castle,

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[6] *See Notice of FCC Memorandum Opinion and Order* [Dkt. No. 726].

[7] To preserve its rights, on August 31, 2026, EchoStar submitted to the FCC an application for review of the FCC July 2026 Order (the "EchoStar Application"), asserting that nothing in the FCC May 2026 Orders or the FCC Trust Documents precludes the payment of FCC Trust Assets to EchoStar and its subsidiaries. As of the date of this Disclosure Statement, the EchoStar Application remains pending.

American Tower and SBA are, at a minimum, capped under section 502(b)(6) of the Bankruptcy Code, as the DISH Wireless Debtors expect. *See* the "Supplemental Note Regarding Estimated Recoveries For FCC Trust-Eligible Claims" above, and Article III.K, Article III.L, and Article XI.C of this Disclosure Statement, for a further discussion of the FCC Trust and the sources of recovery available to Holders of Class 2E Claims.

The Restructuring Support Agreement

As discussed in greater detail in the disclosure statement for the DBS Plan, in November 2025, the Company and the steering committee of the Ad Hoc Group (the "Steering Committee") entered into nondisclosure agreements, and the parties commenced several months of negotiations regarding the terms of such a global restructuring deal.

On February 16, 2026, in anticipation of entry into a restructuring support agreement, the Company appointed Gerard Uzzi and Vikram Jindal to the Board of Managers of DWLLC as independent managers (the "Independent Managers"). On March 3, 2026, DWLLC established a special committee of the Board of Managers comprised of the Independent Managers (the "DWLLC Special Committee"). As detailed further herein, the DWLLC Special Committee has the exclusive authority to take any action with respect to a transaction that constitutes a conflict matter, to conduct an independent investigation and assess the merits of any potential claims and causes of action (the "Claims and Causes of Action") in connection with such investigation, and to act upon, prosecute, settle, release and take any other action in connection with such investigation.

On March 19, 2026, the DBS Debtors and holders of 82% of DBS Notes (as defined in the DBS Plan) entered into that certain Restructuring Support Agreement (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits thereto, the "Restructuring Support Agreement"). A copy of the Restructuring Support Agreement is attached hereto as **Exhibit B** and incorporated herein by reference.[8]

The Restructuring Support Agreement provides that the Restructuring Transactions may be effectuated either out of court or through the Chapter 11 Cases, at the DBS Debtors' election (the "Chapter 11 Election"),[9] and further contemplates that the DISH Wireless Debtors can become parties to the Restructuring Support Agreement. On June 29, 2026, the DBS Debtors (with the approval of the board of directors of DBS) formally notified the Consenting Creditors of the Chapter 11 Election and the DISH Wireless Debtors (with the approval of their respective boards of managers and the DWLLC Special Committee) agreed to become parties to the Restructuring Support Agreement.

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[8] The descriptions and summaries of the Restructuring Support Agreement contained in this Disclosure Statement are qualified in their entirety by reference to the terms of the Restructuring Support Agreement. To the extent of any inconsistency between these descriptions and summaries and the Restructuring Support Agreement, the terms of the Restructuring Support Agreement will control.

[9] The Restructuring Support Agreement provided that if the DBS Debtors elected to effectuate the Restructuring Transactions through the Chapter 11 Cases (the "Chapter 11 Election"), they must do so on or before March 31, 2026 (the "Election Date"), which Election Date may be extended by up to ninety (90) days (*i.e.*, until June 29, 2026) with written notice, which notice was provided to the Consenting Creditors on March 24, 2026.

The Restructuring Support Agreement accommodates restructuring transactions involving the DISH Wireless Debtors. As part of the agreed-upon consideration being provided to the Consenting Creditors in exchange for their concessions under the Restructuring Support Agreement, it was agreed that claims arising from the assignment of the DWLLC Intercompany Loan would be treated as Allowed DISH Wireless General Unsecured Claims (*i.e.*, Other Class 2E Claims) against DWLLC. Distributions received by the trust established to receive, hold, administer, and distribute distributions on account of Allowed DISH Wireless General Unsecured Claims under the DWLLC Intercompany Loan (the "DWLLC Claims Trust") will be distributed in the following order of priority:

1. first, to the trustee of the DWLLC Claims Trust and the DWLLC Claims Trust for any unpaid and outstanding fees and reasonable and documented expenses of the trustee and the DWLLC Claims Trust (including the outstanding fees of counsel to the trustee of the DWLLC Claims Trust and counsel to the DWLLC Claims Trust);

2. second, up to the DWLLC Recovery Cap (as defined in the Plan), such amounts recovered by the DWLLC Claims Trust shall be distributed by the DWLLC Claims Trust to the applicable Indenture Trustees on behalf of Holders of 2028 Senior Secured Notes Claims, 2028 Senior Notes Claims, and 2029 Senior Notes Claims on a Pro Rata basis, to be applied to the optional redemption of the applicable 2028 and 2029 Notes at the applicable optional redemption price in accordance with the applicable DBS Notes Indenture;

3. third, if the DWLLC Claims Trust recovers in excess of the DWLLC Recovery Cap (such excess the "DWLLC Excess Recovery"), the DWLLC Claims Trust shall (a) hold the DWLLC Excess Recovery in trust for the benefit of the applicable Indenture Trustee for the 2028 Senior Secured Notes on behalf of the Holders of the 2028 Senior Secured Notes and (b) promptly remit the DWLLC Excess Recovery to such Indenture Trustee (without set-off or counterclaim), to be applied solely to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on 2028 Senior Secured Notes then outstanding, in each case at par, without any premium, penalty, or charge (pursuant to provisions of the Amended 2028 Senior Secured Notes Indenture to be amended to implement such redemption feature); and

4. fourth, any amounts by which the DWLLC Excess Recovery exceeds the aggregate outstanding principal amount and accrued and unpaid interest on the 2028 Senior Secured Notes (the "DWLLC Residual Recovery") shall be remitted by the DWLLC Claims Trust to the applicable Indenture Trustees for the 2028 Senior Notes and the 2029 Senior Notes, to be applied solely to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on the 2028 Senior Notes and 2029 Senior Notes then outstanding, on a Pro Rata basis, in each case at par, without any premium, penalty, or charge (pursuant to the provisions of the 2028 Senior Notes Indenture and the 2029 Senior Notes Indenture to be amended to implement such redemption features).

Importantly, the treatment of the DBS Notes classes under the DBS Plan does not alter, reduce, or satisfy the separate Allowed DISH Wireless General Unsecured Claims (*i.e.*, Other

Class 2E Claims) arising from the assigned intercompany loan, and holders of the DBS Notes will not receive a recovery in excess of 100%.

Objectives of the Chapter 11 Cases

The DISH Wireless Debtors commenced the prepackaged chapter 11 cases (the "Chapter 11 Cases") to address billions of dollars of claims asserted against them by tower lease and other 5G Network agreement counterparties under the terms of the Plan. The Chapter 11 Cases afford 5G Network claimants the right to assert any claims they purport to hold against the DISH Wireless Debtors in a centralized forum (*i.e.*, the Bankruptcy Court) and recover from DISH Wireless Debtors' assets under the Plan to the extent their claims are allowed. For 5G Network claimants holding Class 2E DISH Wireless General Unsecured Claims, such recoveries would include their pro rata share of (1) DISH Wireless Distributable Value,[10] which is derived from asset sales, cash on hand, and amounts remaining in the Wind Down Account, and (2) Litigation Proceeds,[11] which are derived from the settlement or liquidation of any estate claims and causes of action retained by either (a) the Post-Effective Date DISH Wireless Debtors[12] (with respect to Other Retained Causes of Action) or (b) the Special Governance Committee[13] (with respect to Related Party Retained Causes of Action), in each case for the benefit of Holders of the DISH Wireless General Unsecured Claims.

In lieu of receiving recoveries from the DISH Wireless Debtors' Estates under the Plan, 5G Network claimants that hold an allowed or settled Covered Claim against the DISH Wireless Debtors may seek recovery from the FCC Trust, subject to the FCC Trust's eligibility requirements and Third-Party Payment provisions and the Trustee's determination. As further described in this Disclosure Statement, the Plan provides various mechanisms to seek recovery from the FCC Trust in lieu of receiving a distribution from the DISH Wireless Distributable Value under the Plan, including:

1. FCC Trust Election. Holders of FCC Trust-Eligible Claims in Class 2E may elect on their ballots to have their claims treated as Covered Claims under the FCC Trust

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[10] "DISH Wireless Distributable Value" means Cash in an amount equal to the sum of (i) the aggregate net proceeds actually received by the DISH Wireless Debtors' Estates from any Sale, (ii) all Cash on hand of the DISH Wireless Debtors' Estates as of the Effective Date, and (iii) any other amounts remaining in the DISH Wireless Debtors' Estates, including any amounts remaining in the Wind Down Account, following the completion of the Wind Down, which shall, in each case, be net of all amounts paid or payable (whether before, on, or after the Effective Date) on account of: (a) any transaction costs and other fees and expenses incurred in connection with the consummation of any such Sale and payable from such proceeds pursuant to the Sale Order, (b) the amounts actually paid (or required to be paid or reserved) from such proceeds, on or prior to the applicable distribution date, in respect of Claims against the DISH Wireless Debtors that are senior in right of payment to the DISH Wireless General Unsecured Claims, including Allowed Prepetition Secured Loan Claims, Allowed Other Secured Claims, Allowed Administrative Claims, including Allowed Professional Fee Claims, Allowed Priority Tax Claims, and Allowed Other Priority Claims, in each case to the extent such amounts are payable from, or are required to be satisfied from, the proceeds of the Sale or Cash on hand of the DISH Wireless Debtors' Estates, and (c) the Wind Down Amount, which shall be funded into the Wind Down Debtor Account from the proceeds of any Sale or Cash on hand of the DISH Wireless Debtors' Estates on or before the Effective Date.

[11] "Litigation Proceeds" means the proceeds of the Retained Causes of Action.

[12] "Post-Effective Date DISH Wireless Debtor" means each DISH Wireless Debtor, or any successor(s) or assign(s) thereto, by merger, consolidation, or otherwise, in the form of a corporation, limited liability company, partnership, trust, or other form, as the case may be, on and after the Effective Date. "Post-Effective Date DISH Wireless Debtors" means all of the Post-Effective Date DISH Wireless Debtors, collectively.

[13] "Special Governance Committee" means the committee established pursuant to the Plan and the Confirmation Order, consisting of three (3) individuals, which shall have the powers and authorities set forth in Article IV.O and Article IV.P of the Plan. The Plan Supplement shall contain the identities of the initial members and the agreement(s), bylaws or other document(s) governing the rights, duties and obligations of the Special Governance Committee.

Agreement and pursue recovery from the FCC Trust, subject to the FCC Trust's eligibility requirements and Third-Party Payment Provisions and the Trustee's determination,.

2. Type A Convenience Claim Election. Holders of FCC Trust-Eligible Claims in Class 2E may alternatively elect on their ballots to have their claims treated as Class 2D Secured Type A Claims. In doing so, such Holders irrevocably agree to reduce the amount of their FCC Trust-Eligible Claims to $100,000 for all purposes under the FCC Trust Documents and the Plan, to be treated in all respects as Secured Type A Claims in Class 2D entitled to receive a distribution, if any, from the Type A Claims Reserve pursuant to the FCC Trust Documents, and to execute a waiver and release with respect to any right to assert, recover, or receive any distribution on account of the portion of their claims in excess of $100,000 from any EchoStar Party, including the Debtors, the Post-Effective Date DISH Wireless Debtors, and the FCC Trust, subject to the Trustee's determination of eligibility.

3. Quick Pay Election. Holders of Class 2D Secured Type A Claims and Class 2E FCC Trust-Eligible Claims may elect to voluntarily settle their claims at a pre-determined amount equal to seventy percent (70%) (for Class 2D) or sixty percent (60%) (for Class 2E) of the DISH Wireless Debtors' estimated allowed claim amount, as set forth on the applicable Quick Pay Schedule, and take payment on account of such settled claims solely from the FCC Trust, subject to the terms and conditions of the FCC Trust Documents, in lieu of any other recovery under the Plan.

By electing to receive recoveries on account of their allowed FCC Trust-Eligible Claims from the FCC Trust, such Holders may recover up to 100% of their Eligible Covered Claim, instead of ≥0% from the DISH Wireless Distributable Value under the Plan. The DISH Wireless Debtors believe the FCC Trust has more than sufficient assets to pay all Eligible Covered Claims in full if, as the DISH Wireless Debtors expect, the claims asserted by Crown Castle, American Tower, and SBA are capped under section 502(b)(6) of the Bankruptcy Code. Under the FCC July 2026 Order, the DWLLC Intercompany Loan Claims, which are Other Class 2E Claims, cannot recover from the FCC Trust.

On June 29, 2026, the DISH Wireless Debtors began soliciting votes on the Plan from the class of general unsecured creditors of the DISH Wireless Debtors. The Plan provides for the restructuring of claims against the DISH Wireless Debtors.

The DISH Wireless Debtors believe that the Chapter 11 Cases can and should proceed quickly to confirmation. To that end, the DISH Wireless Debtors have proposed the following key case dates, subject to Court approval and availability:

PLAN	
Voting Record Date for All Holders in Class 2E	[●]
Solicitation Deadline	[●]
Deadline to Object to Unscheduled Claims Filed by Bar Date for Plan Voting Purposes	[●]

PLAN	
Deadline for Holders of Unscheduled Claims Filed By the General Claims Bar Date to File 3018(a) Motions	[●]
1. DISH Wireless Debtors' Deadline to Respond to Rule 3018(a) Motions Filed by Holders of Unscheduled Claims Filed By the General Claims Bar Date 2. DISH Wireless Debtors' Deadline to File Plan Supplement	[●]
1. Voting Deadline 2. Opt-In Deadline for Third-Party Release 3. Class 2D Claim Holders' Deadline to Submit Quick Pay Election Form (as applicable)	[●]
Voting Report Deadline	[●]
Plan and Disclosure Statement Objection Deadline	[●]
1. Plan Proponents' Confirmation Brief Deadline 2. Claimants' Deadline to Reply in Support of 3018(a) Motions	[●]
1. Hearing on any 3018(a) Motions 2. Combined Hearing	[●]

DEBTORS' FIRST OMNIBUS CLAIM OBJECTION	
Deadline to Serve Supplemental Requests for Written Discovery	[●]
Deadline for Substantial Completion of Document Productions	[●]
Deadline to Preliminarily Identify Fact and Expert Witnesses, Including Topics for Experts	[●]
Deadline to Complete Fact Witness Depositions	[●]
Deadline to Exchange Expert Reports	[●]
Deadline to Exchange Rebuttal Expert Reports	[●]
Deadline to Complete Expert Depositions	[●]
Deadline for Responses to Debtors' Claims Objection	[●]

DEBTORS' FIRST OMNIBUS CLAIM OBJECTION	
Deadline for Final Identification of Fact and Expert Witnesses	[●]
Deadline for Replies in Support of Debtors' Claims Objection	[●]
Hearing on Debtors' Claims Objection	[November 12, 2026]

III. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN

A. What Is Chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation and, where appropriate, the orderly liquidation of a debtor's assets, chapter 11 promotes equality of treatment for similarly situated creditors and equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate comprising all of the legal and equitable interests of a debtor as of the date such chapter 11 case is commenced. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

Consummating a chapter 11 plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a plan binds the debtor, any entity acquiring property under the plan, any creditor or equity interest holder of the debtor whether or not such creditor or equity interest holder voted to accept the plan, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. Why Are the Debtors Sending Me This Disclosure Statement?

The Debtors are preparing to seek confirmation of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all holders of claims whose votes on the Plan are being solicited.

C. Why Are Votes and Consents Being Solicited Prior to Bankruptcy Court Approval of the Disclosure Statement?

The Debtors are preparing to seek Confirmation of the Plan. Soliciting votes and consents for the Plan prior to Bankruptcy Court approval of this Disclosure Statement is intended to facilitate that timeline. The Debtors will request that the Bankruptcy Court approve this Disclosure Statement on a final basis concurrently with Confirmation of the Plan.

D. What Are the Restructuring Transactions Under the Plan?

The Plan is proposed by the DISH Wireless Debtors and provides for the treatment and resolution of all outstanding Claims against, and Interests in, each of the DISH Wireless Debtors. Distributions to Holders of Allowed Claims or other Claims or Interests, as applicable, against the Debtors shall be funded from (a) Cash on hand, (b) the DISH Wireless Distributable Value, (c) the Litigation Proceeds, and (d) solely with respect to holders of Allowed Secured Type A Claims, the Type A Claims Reserve to the extent of DWLLC's perfected prepetition security interest therein.

For the avoidance of doubt, the receipt of Amended Notes by the Holders of Allowed 2026 Senior Secured Notes Claims, Allowed 2028 Senior Secured Notes Claims, Allowed 2028 Senior Notes Claims, and Allowed 2029 Senior Notes Claims under the DBS Plan (as each is defined therein) does not affect any separate Allowed DISH Wireless General Unsecured Claims (*i.e.*, Other Class 2E Claims) arising under the DWLLC Intercompany Loan assigned to the DWLLC Claims Trust prior to the Petition Date, up to the DWLLC Recovery Cap, with any DWLLC Excess Recovery to be applied to repay principal and accrued interest under the 2028 Senior Secured Notes, and any DWLLC Residual Recovery to be applied to repay principal and accrued interest under the 2028 Senior Notes and 2029 Senior Notes, in each case as set forth in the Plan.

The Plan contemplates distribution of all value remaining in the DISH Wireless Debtors' estates, including the net proceeds of a sale of all or substantially all of the DISH Wireless Debtors' assets (other than the Retained Causes of Action) pursuant to a competitive bidding process under section 363 of the Bankruptcy Code. The Retained Causes of Action shall not be included in a sale and shall instead vest in and be preserved by the Post-Effective Date DISH Wireless Debtors (with respect to Other Retained Causes of Action) and the Special Governance Committee (with respect to Related Party Causes of Action) for the benefit of Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds.

Each Holder of an Allowed DISH Wireless General Unsecured Claim shall receive, in full and final satisfaction, settlement, and release of such Claim, its Pro Rata share of the DISH Wireless Distributable Value and Litigation Proceeds. Each Holder of an Allowed DISH Wireless General Unsecured Claim that asserts such Claim is a Covered Claim (*i.e.*, an FCC Trust-Eligible Claim) may, after such Claim is Allowed or is subject to a settlement between the Holder, the DISH Wireless Debtors, or another EchoStar Party, elect to pursue recovery from the FCC Trust (the "FCC Trust Election"), subject in all respects to all conditions under the FCC Trust Agreement, including the FCC Trust Third-Party Payment Provisions[14] of the FCC Trust Agreement. The FCC Trust Election is not required to be made, if at all, until the date that is the later of: (a) February 22, 2027 (*i.e.*, 180 days after the Claims Opening Date of August 26, 2026), as the Trustee may extend from time to time with EchoStar's prior written consent, and (b) forty-five (45) days after a Judicial or Arbitral Claim Determination or Covered Claim Settlement. The FCC Trust was funded with the Contribution, in the amount of $2,400,000,000, deposited from the proceeds of the AT&T Transactions on the AT&T Closing Date of July 28, 2026 in accordance with the FCC Trust Agreement and the FCC Trust Collateral Documents. If a Holder of an Allowed FCC Trust-Eligible Claim makes the FCC Trust Election, the Disbursing Agent is

[14] Such Third-Party Payment Provisions include sections 4.1, 4.2.1(d), 4.2.5, 4.2.9(b)(v), and 4.2.10 of the FCC Trust Agreement that pertain to Third-Party Payments or the waiver and release of legal rights against EchoStar Parties upon the submission of a Covered Claim to the FCC Trust.

expressly prohibited from making any distribution to that Holder under the Plan, absent written agreement of the applicable EchoStar Party.

Of this $2,400,000,000 contribution, $200,000,000 was deposited into the Type A Claims Reserve, a segregated deposit account of the FCC Trust maintained solely to satisfy Allowed Secured Type A Claims and subject to DWLLC's perfected prepetition security interest under the FCC Trust Security Agreement. Any Holder of an FCC Trust-Eligible Claim in excess of $100,000 may make a one-time, irrevocable election on its Ballot by the Voting Deadline to reduce such Claim to $100,000 and have it treated as a Secured Type A Claim entitled to receive distributions, if any, solely from the Type A Claims Reserve pursuant to the FCC Trust Documents if the Trustee determines such Claim is eligible (such election, the "Type A Convenience Claim Election"). A Holder that makes the Type A Convenience Claim Election and timely files a Proof of Claim is entitled to receive distributions in exchange for an irrevocable waiver and release of any right to recover such Claim in excess of $100,000 from any EchoStar Party, including the Debtors, the Reorganized DBS Debtors, the Post-Effective Date DISH Wireless Debtors, and the DISH Wireless Estate, and the FCC Trust if the Trustee determines such Claim to be eligible for a distribution under the FCC Trust; *provided*, *however*, that, as set forth in the form of release agreement promulgated by the FCC Trust, if and to the extent that such Holder's Claim is finally determined not to be eligible to receive a distribution from the FCC Trust (including, if applicable, following (i) the Holder's timely filing of a reconsideration request with respect to the Trustee's denial of its Claim in accordance with the FCC Trust Documents and the denial of such reconsideration request or (ii) a final, non-appealable determination by a court of competent jurisdiction before which the Holder has sought relief with respect to such denial in accordance with the FCC Trust Documents), then such Holder shall be solely entitled to receive its pro rata share of the DISH Wireless Distributable value in accordance with the Plan without reduction of such Holder's Allowed DISH Wireless General Unsecured Claim to $100,000.[15]

In connection with the foregoing, on the AT&T Closing Date, non-Debtor DISH Network Corporation satisfied or discharged all then-outstanding DNC Notes in accordance with the AT&T License Purchase Agreement, the DNC Notes Indenture, and the Restructuring Support Agreement, and upon such satisfaction or discharge, all guarantee claims under the DNC Notes against DISH Wireless L.L.C. and DISH Wireless Leasing L.L.C. in their respective capacities as guarantors of the DNC Notes were deemed fully satisfied, released, and discharged without any payment or distribution from any Debtor, Reorganized DBS Debtor, Post-Effective Date DISH Wireless Debtor, or Estate.

E. Am I Entitled to Vote on the Plan?

Your eligibility to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold. Each category of Holders of Claims or Interests, as set forth in Article III of the Plan pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, is referred to as a "Class."

[15] The DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors may also (i) invoke *force majeure* or similar defenses to disallow or reduce below $100,000 a Type A Convenience Claim or (ii) contend that a Type A Convenience Claim is not a Covered Claim eligible for recovery from the FCC Trust. For the avoidance of doubt, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors may assert that a Type A Convenience Claim should be Disallowed based on a non-liability objection or Allowed in an amount less than $100,000.00.

The classification of Claims against and Interests in the DISH Wireless Debtors is as follows:

Class	Claims and Interests	Status	Entitled to Vote
2A	Other Secured Claims	Unimpaired	No (Presumed to Accept)
2B	Other Priority Claims	Unimpaired	No (Presumed to Accept)
2C	Prepetition Secured Loan Claims	Unimpaired	No (Presumed to Accept)
2D	Secured Type A Claims	Unimpaired	No (Presumed to Accept)
2E	DISH Wireless General Unsecured Claims	Impaired	Entitled to Vote
2F[16]	[Reserved.]	N/A	N/A
2G	DISH Wireless Intercompany Claims	Unimpaired / Impaired	No (Presumed to Accept or Deemed to Reject)
2H	Interest in DISH Wireless Debtors	Unimpaired / Impaired	No (Presumed to Accept or Deemed to Reject)

F. In What Amount Am I Entitled to Vote My Contested Contract Claim, If At All?

As reflected in the DISH Wireless Debtors' schedules of assets and liabilities and statements of financial affairs, filed on the Petition Date (collectively, the "Schedules"), the DISH Wireless Debtors assert that certain Claims are contingent, unliquidated, and disputed based on *force majeure* events (collectively, the "Contested Contract Claims"), including as set forth in notices that the DISH Wireless Debtors sent to the relevant counterparties informing them of the FCC's unprecedent actions and other grounds excusing the DISH Wireless Debtors' performance under relevant agreements.[17] The DISH Wireless Debtors have resolved or stipulated to the amount, for voting purposes only, the Contested Contract Claims as follows.

The DISH Wireless estimated Claims held by approximately 306 lease and contract counterparties that the DISH Wireless Debtors believed to be in excess of $100,000. According to the DISH Wireless Debtors' prepetition estimates, such Claims represent approximately $1.58 billion of $1.68 billion (94% in amount) but only 8% of the more than 3,800 total tower lessor and vendor claimants.[18] On July 6, 2026, the DISH Wireless Debtors filed the First Voting Estimation Motion [Dkt. No. 168], pursuant to which the DISH Wireless Debtors requested that the Bankruptcy Court temporarily estimate, for voting purposes, claims against the DISH Wireless Debtors held by the 306 counterparties in the amounts set forth in Schedule A of the First Voting Estimation Motion. The DISH Wireless Debtors' methodology is grounded in the underlying leases or contracts and section 502(b)(6) of the Bankruptcy Code, as applicable, solely for the limited, temporary, and explicitly non-binding purpose of determining whether a creditor holding such a claim is entitled to vote and, if so, in which amount. On August 10, 2026, the DISH Wireless

[16] The DISH Wireless Debtors have eliminated Class 2F from the Plan because, on the AT&T Closing Date, DNC satisfied or discharged the 11.75% Senior Secured Notes due 2027 issued by DNC.

[17] Any amounts owed under such agreements prior to the DISH Wireless Debtors sending notices to the applicable contract counterparties, and which amounts the DISH Wireless Debtors do not dispute, have been listed in the Schedules and Statements, in such liquidated and undisputed amounts, as applicable.

[18] Of these, just three creditors (Crown Castle, American Tower, and SBA (each as defined herein)) hold more than $1.0 billion (or 63% in amount) of total estimated lease and contract-related claims.

Debtors and certain of the counterparties whose claims are the subject of the First Voting Estimation Motion entered into a stipulation under which the parties agreed that the amounts set forth in the First Voting Estimation Motion shall be the amounts in which such counterparties shall be entitled to vote to accept or reject the Plan. Any Ballot submitted by a Holder of a Claim that is subject to the First Voting Estimation Motion shall be counted in accordance with the resolution of the First Voting Estimation Motion (a) as provided in (i) the *Order Estimating Claims for Voting Purposes under Rule 3018(a)(4) of the Federal Rules of Bankruptcy Procedure* [Dkt. 1120] or (ii) the stipulated orders entered by the Court resolving the First Voting Estimation Motion with respect to certain Holders of Claims [Dkt. Nos. 890, 1051, 1086, 1088, 1095, 1119 and 1121]; or (b) as otherwise agreed by the DISH Wireless Debtors and such Holder, without any further action required by such Holder.

The DISH Wireless Debtors believe they listed claims held by substantially all known or potential creditors on their Schedules. Nevertheless, certain Holders of Claims against the DISH Wireless Debtors may have asserted and filed Proofs of Claims by the General Claims Bar Date that are not listed on the DISH Wireless Debtors' Schedules. Holders of such Claims will be entitled to vote in the amount asserted in their Proofs of Claim, unless the DISH Wireless Debtors or another party in interest objects. The DISH Wireless Debtors may exercise their discretion to object to any such claims by [●]. To the extent the DISH Wireless Debtors or any party in interest objects to such a Claim, the applicable creditor may file a motion under Bankruptcy Rule 3018(a) ("Rule 3018(a) motion") on or before [●] to have such Claim estimated for voting purposes only. The DISH Wireless Debtors' deadline to respond to any such Rule 3018(a) motion is [●]; the movant's deadline to file a reply in support of such Rule 3018(a) motion is [●]; and a hearing on any such Rule 3018(a) motion, if necessary, will commence on [●], at the Combined Hearing for the Plan.

G. What Is the Deadline to Vote on the Plan?

The Voting Deadline is [●] at [●] (prevailing Central Time).

H. How Do I Vote For or Against the Plan?

Detailed instructions regarding how to vote on the Plan are contained in your solicitation package, including the Ballots, the Solicitation and Voting Procedures, and applicable notice distributed to Holders of Claims that are entitled to vote on the Plan. For your vote to be counted, your Ballot must be properly completed, executed, and delivered as directed, so that the Ballot containing your vote is **actually received** by the Solicitation Agent on or before the applicable Voting Deadline.

In addition to accepting hard copy Ballots via U.S. mail, overnight courier, and hand delivery, at the address set forth on the Ballots, the DISH Wireless Debtors will accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors' restructuring website maintained by the Solicitation Agent at https://dm.epiq11.com/DBS (the "E-Ballot Portal"). Parties entitled to vote may, where applicable, cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing the E-Ballot Portal (which allows a Holder to submit an electronic signature). The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission (other than a Master Ballot) will not be counted.

I. What Will I Receive From the DISH Wireless Debtors If the Plan Is Consummated?

Except to the extent different treatment is agreed to by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, on the one hand, and the Holders of an Allowed Claim or Allowed Interest, on the other hand, as applicable, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described in Article III.B of the Plan in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest.

THE PROJECTED RECOVERIES ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DISH WIRELESS DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.[19]

THE PROJECTED RECOVERIES SET FORTH BELOW DO NOT INCLUDE ANY POTENTIAL DISTRIBUTION FROM THE FCC TRUST TO HOLDERS OF ALLOWED FCC TRUST-ELIGIBLE CLAIMS OR ALLOWED SECURED TYPE A CLAIMS.

Class	Claims and Interests	Treatment of Claims and Interests	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
2A	Other Secured Claims	The legal, equitable, and contractual rights of Holders of Allowed Other Secured Claims are unaltered by the Plan. Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Other Secured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, at the option of the DISH Wireless Debtors (with the consent of the Consenting Creditors) or the Post-Effective Date DISH Wireless Debtors, such Holder shall receive (A) payment in full in Cash, payable on or as soon as reasonably practicable after the later of the Effective Date and the date that is ten (10) Business Days after the date on	N/A	N/A

[19] The recoveries set forth below may change based upon changes in the amount of Claims that are "Allowed" as well as other factors related to the DISH Wireless Debtors' business operations and general economic conditions.

Class	Claims and Interests	Treatment of Claims and Interests	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
		which such Other Secured Claim becomes an Allowed Other Secured Claim, or (B) such other treatment that renders such Holder's Allowed Other Secured Claim Unimpaired.		
2B	Other Priority Claims	The legal, equitable, and contractual rights of Holders of Allowed Other Priority Claims are unaltered by the Plan. Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Other Priority Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, at the option of the DISH Wireless Debtors (with the consent of the Consenting Creditors) or the Post-Effective Date DISH Wireless Debtors, such Holder shall receive (A) payment in full in Cash, payable on or as soon as reasonably practicable after the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or (B) treatment that is otherwise consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on or as soon as reasonably practicable after the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim.	N/A	N/A
2C	Prepetition Secured Loan Claims	Except to the extent that a Holder of an Allowed Prepetition Secured Loan Claim agrees to less favorable treatment of its Allowed Prepetition	$76.9	100%

Class	Claims and Interests	Treatment of Claims and Interests	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
		Secured Loan Claim, solely to the extent such Allowed Prepetition Secured Loan Claim shall not have been paid in full in Cash upon the closing of the Sale, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Prepetition Secured Loan Claim, such Holder shall receive payment in full in Cash on or as soon as reasonably practicable after the Effective Date.		
2D	Secured Type A Claims	Except to the extent that a Holder of an Allowed Secured Type A Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Secured Type A Claim, each Holder of an Allowed Secured Type A Claim shall receive: (i) payment of such Allowed Claim in full in Cash solely from distributions made from the Type A Claims Reserve pursuant to the FCC Trust Documents; provided that any distribution that, as applicable, DWLLC or Post-Effective Date DWLLC receives from the FCC Trust on account of such Allowed Secured Type A Claim and pays or transfers to the applicable Holder in accordance with the FCC Trust Documents shall be subject to entry of the FCC Trust Distributions Order. For the avoidance of doubt, pursuant to the FCC Trust Security	$120.2[20]	100%

[20] The projected amount of Class 2D Secured Type A Claims assumes that no Holder of a Class 2E DISH Wireless General Unsecured Claim makes the optional Type A Convenience Claim Election to be treated as a Class 2D Secured Type A Claim.

Class	Claims and Interests	Treatment of Claims and Interests	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
		Agreement, distributions made from the Type A Claims Reserve constitute distributions from DWLLC's Estate which shall be made in the manner provided in the FCC Trust Documents—either (A) directly by the Trustee to the applicable Holder or (B) by the Trustee to the applicable Holder through DWLLC or Post-Effective Date DWLLC, as the Secured Party; or (ii) on a voluntary basis, in lieu of the treatment set forth in the foregoing subclause (i), payment of the Quick Pay Allowed Amount applicable to such Holder as set forth on the Quick Pay Schedule appended to the Plan as Exhibit B, which each Holder may elect to receive from the Type A Claims Reserve by making the Quick Pay Election in accordance with Article IV.C.5 of the Plan.		
2E	DISH Wireless General	Except to the extent a Holder of an Allowed DISH Wireless General	$9,011.6 – $10,548.6 – $13,925.8[21]	≥0%[22] (from the DISH Wireless

[21] The projected Claims range for Class 2E assumes that the Claims held by the DWLLC Claims Trust under the DWLLC Intercompany Loan, which are Other Class 2E Claims, are Allowed. The low range assumes that the value of each Claim held by DWLLC's lease or contract counterparties that is subject to dispute is $0.00 based on DWLLC's performance having been excused under the *force majeure* provisions of the applicable agreements or pursuant to the doctrines of frustration of purpose, impossibility, or impracticability under applicable law. The middle range assumes that the Claims arising from the termination of a lease of real property (*e.g.*, tower leases) are capped under section 502(b)(6) of the Bankruptcy Code. The high range assumes that such lease claims are not capped under section 502(b)(6) but that Allowed Claims asserted by such creditors are discounted to present value at a discount rate of 10%.

[22] The projected recovery percentage assumes that the assets available for distribution to Holders of Class 2E Claims are limited to the DISH Wireless Distributable Value and does not reflect such Holders' potential ability to recover from the FCC Trust if such Holders make the FCC Trust Election. By contrast, a Holder of an Allowed FCC Trust-Eligible Claim that (a) makes the Type A Convenience Claim Election and is determined to hold an Eligible Covered Claim will receive $100,000 under the Plan, (b) makes the Quick Pay Election and votes to accept the Plan will receive the Quick Pay Allowed

Class	Claims and Interests	Treatment of Claims and Interests	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
	Unsecured Claims	Unsecured Claim agrees to less favorable treatment: (i) on or as soon as reasonably practicable after the later of the Effective Date and the date on which a DISH Wireless General Unsecured Claim becomes an Allowed DISH Wireless General Unsecured Claim, each Holder of an Allowed DISH Wireless General Unsecured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed DISH Wireless General Unsecured Claim, its Pro Rata share of (A) the DISH Wireless Distributable Value and (B) the Litigation Proceeds; provided that any Allowed Other Class 2E Claim held by the DWLLC Claims Trust for the ratable benefit of DWLLC Claims Trust Beneficiaries shall be subject to the waterfall set forth in		Distributable Value only; these percentages do not include potential recoveries from the FCC Trust or Litigation Proceeds[23])

Amount for such claim as set forth on the Quick Pay Schedule, or (c) makes the FCC Trust Election may potentially recover up to 100% of its Allowed Claim from the FCC Trust. The DISH Wireless Debtors expect that the Covered Claims asserted by Crown Castle, American Tower, and SBA will be capped under section 502(b)(6) of the Bankruptcy Code and if that expectation is correct, the DISH Wireless Debtors believe the FCC Trust, rather than the Plan or the DISH Wireless Debtors' estates, is expected to have more than sufficient assets to pay all Eligible Covered Claims in full. Every Holder of a Claim against the DISH Wireless Debtors that is or becomes Allowed by Final Order and is eligible to submit a claim to the FCC Trust is subject in all respects to the terms of the FCC Trust Agreement, including the release of the EchoStar Parties required as a condition to any distribution. The approximately $8.85 billion DWLLC Intercompany Claim, which is an Other Class 2E Claim, is excluded from recovering from the FCC Trust.

[23] As discussed herein, the Plan provides that the Retained Causes of Action shall vest in and be preserved by either the Post-Effective Date DISH Wireless Debtors (with respect to the Other Retained Causes of Action) or the Special Governance Committee (with respect to the Related Party Retained Causes of Action) to be prosecuted, settled, or otherwise resolved for the benefit of Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds. Such Retained Causes of Action are contingent, unliquidated, and disputed and the liability on such claims, if any, is highly speculative. Therefore, the estimated recovery for General Unsecured Claims does not take into account Litigation Proceeds related to the Retained Causes of Action.

Class	Claims and Interests	Treatment of Claims and Interests	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
		Article VI.E, in accordance with the Restructuring Support Agreement; or (ii) on a voluntary basis, in lieu of the treatment set forth in the foregoing subclause (i) and the optional FCC Trust Election or Type A Convenience Claim Election, any Holder of an FCC Trust-Eligible Claim that votes to accept the Plan may elect to receive from the FCC Trust, in full and final satisfaction, settlement, release, and discharge of and in exchange for such FCC Trust-Eligible Claim, the Quick Pay Allowed Amount applicable to such Holder as set forth on the Quick Pay Schedule appended to the Plan as Exhibit C in accordance with Article IV.C.5. *FCC Trust Election*: Each Holder of an Allowed FCC Trust-Eligible Claim that asserts such Claim is a Covered Claim may, in lieu of the treatment set forth in Article III.B.5(b) of the Plan, (i) make the FCC Trust Election, subject in all respects to the FCC Trust Third-Party Payment Provisions and the form of release agreement promulgated by the FCC Trust, or (ii) if the amount of such Claim exceeds $100,000.00, shall be entitled to elect to have such Claim treated as a Secured Type A Claim in Class 2D by making the Type A Convenience Claim Election on such Holder's ballot on or before the Voting Deadline; provided that, for the avoidance of doubt, no such Holder shall be permitted to make both the FCC Trust Election on account of		

Class	Claims and Interests	Treatment of Claims and Interests	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
		such Claim in an amount that exceeds $100,000.00, on the one hand, and a Type A Convenience Claim Election with respect to the same Claim as reduced to $100,000.00, on the other hand; provided further that, if and to the extent that a Holder of an Allowed FCC Trust-Eligible Claim that makes the FCC Trust Election is finally determined not to be eligible to receive a distribution from the FCC Trust on such Claim (including, if applicable, following (A) the Holder's timely filing of a reconsideration request with respect to the Trustee's denial of its Claim in accordance with the FCC Trust Documents and the denial of such reconsideration request or (B) a final, non-appealable determination by a court of competent jurisdiction before which the Holder has sought relief with respect to such denial in accordance with the FCC Trust Documents), then, such Claim shall be entitled to receive its Pro Rata share of the DISH Wireless Distributable Value and the Litigation Proceeds in accordance with the Plan. No Holder of an Other Class 2E Claim shall be eligible to make the FCC Trust Election.		
2F	[Reserved.][24]	[Reserved.]	N/A	N/A
2G	DISH Wireless Intercompany Claims	On or as soon as reasonably practicable after the Effective Date, each DISH Wireless Intercompany Claim shall be: (i) Reinstated or (ii) set off, settled, distributed,	N/A	N/A

[24] The DISH Wireless Debtors have eliminated Class 2F from the Plan because, on the AT&T Closing Date, DNC satisfied or discharged the 11.75% Senior Secured Notes due 2027 issued by DNC.

Class	Claims and Interests	Treatment of Claims and Interests	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
		contributed, merged, canceled, or released, in each case in the discretion of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors.		
2H	Interests in DISH Wireless Debtors	On the Effective Date, each Interest in the DISH Wireless Debtors shall be: (i) Reinstated or (ii) cancelled, released, or otherwise adjusted, in each case in the discretion of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors.	N/A	N/A

J. What Is the DWLLC Claims Trust?

As part of the agreed-upon consideration being provided to the Consenting Creditors in exchange for their concessions under the Restructuring Support Agreement, DNC assigned to DBS, and DBS assigned to a newly formed trust for the benefit of the holders of the DBS 2028 Senior Secured Notes, 2028 Senior Notes, and 2029 Senior Notes, DNC's intercompany loan claims against DWLLC under that certain Loan Agreement dated as of August 22, 2025 in the aggregate amount of approximately $8.8 billion (inclusive of principal and accrued interest and net of $5 billion of prior loan forgiveness)—*i.e.*, the DWLLC Intercompany Loan Claims—to recover against DWLLC's estate.

The DWLLC Intercompany Loan Claims are treated as Other Class 2E Claims against DWLLC, and as such, pursuant to Article IV.O of the Plan, the Special Governance Committee shall have the exclusive authority to reconcile, object to, prosecute, settle, and otherwise resolve each Other Class 2E Claim in accordance with the Plan.[25] Distributions received by the DWLLC Claims Trust on account of the DWLLC Intercompany Loan Claims will be distributed ratably to the holders of Allowed 2028 Senior Secured Notes Claims, Allowed 2028 Senior Notes Claims, and Allowed 2029 Senior Notes Claims, subject to the allocation set forth in Article VI.E of the Plan with respect to the DWLLC Recovery Cap, the DWLLC Excess Recovery, and the DWLLC Residual Recovery. For the avoidance of doubt, application of the foregoing recoveries to redeem 2028 Senior Secured Notes is in addition to, and not in lieu of, the DBS Cash Sweep (as defined in the DBS Plan).

The treatment of the DBS Notes classes under the Plan does not alter, reduce, or satisfy the separate Allowed Other Class 2E Claim arising from the assigned intercompany loan. Holders of 2028 Senior Secured Notes, 2028 Senior Notes, and 2029 Senior Notes, as beneficiaries of the DWLLC Claims Trust, are entitled to recover on the DWLLC Intercompany Loan, with the allocation of such recoveries subject to the DWLLC Recovery Cap, the DWLLC Excess Recovery,

[25] For the avoidance of doubt, the Special Governance Committee's authority with respect to Claims shall be limited to Other Class 2E Claims and shall not extend to FCC Trust-Eligible Claims.

and the DWLLC Residual Recovery, in each case to optionally redeem pro rata the applicable redemption price under the relevant indentures (up to the DWLLC Recovery Cap) or at par with respect to any DWLLC Excess Recovery or DWLLC Residual Recovery.

K. What Is the FCC Trust?

In orders issued on May 12, 2026, the FCC Wireless Bureau approved the AT&T and SpaceX sales, conditioned on EchoStar depositing $2.4 billion Contribution into a trust for the benefit of creditors with claims related to the 5G Network—*i.e.*, the FCC Trust. The purpose of the FCC Trust is to make funds available to pay final judgments, arbitration awards, and settlements for Covered Claims—*i.e.*, amounts due in connection with the construction, operation, maintenance, building, decommissioning, and/or provisioning of goods or services related to or arising out of the communications sites and/or communications network associated with certain of the licenses being assigned to AT&T or SpaceX. With the FCC Wireless Bureau's approval, The Bank of New York Mellon has been appointed trustee of the FCC Trust, and EchoStar established the FCC Trust on June 26, 2026.

The Contribution was remitted to the FCC Trust directly from the proceeds of the AT&T Transactions on the AT&T Closing Date of July 28, 2026, of which $200 million was set aside in the segregated Type A Claims Reserve.

On July 30, 2026, the FCC Wireless Bureau issued the FCC July 2026 Order that provides that a claim eligible to recover from the FCC Trust excludes any claims on behalf of EchoStar or its subsidiaries or affiliates, or any assignee thereof, which includes the DWLLC Intercompany Loan Claims and constitutes Other Class 2E Claims under the Plan.[26] The DISH Wireless Debtors have modified the Plan to reflect the FCC July 2026 Order.

L. What are the FCC Trust Election and Type A Convenience Claim Election?

The Plan establishes a framework for the treatment of Claims being satisfied from the FCC Trust. Holders of Allowed Secured Type A Claims—which consist of certain claims secured by the FCC Trust's Type A Claims Reserve—are unimpaired and will be paid in full in cash solely from the Type A Claims Reserve established under the FCC Trust Documents, which, due to DWLLC's security interest in the Type A Claims Reserve, constitutes a distribution required from DWLLC's estate under the Plan. In addition, holders of Allowed FCC Trust-Eligible Claim who assert a Covered Claim may elect to pursue recovery outside of the Plan from the FCC Trust—*i.e.*, the FCC Trust Election—or, for claims exceeding $100,000, may elect instead to reduce the claim to $100,000 and have it treated as a Secured Type A Claim—*i.e.*, the Type A Convenience Claim Election—but may not make both elections with respect to the same claim. For the avoidance of doubt, any Holder of an FCC Trust-Eligible Claim that does not make the Type A Convenience Claim Election is not precluded from electing to be treated as a Covered Convenience Claim (as defined in the FCC Trust Documents) in any Covered Claim Submission submitted to the FCC Trust.

To prevent double recoveries and subject to the requirement that an EchoStar Party must agree in writing to a holder recovering from both the Plan and the FCC Trust, any Plan distribution

[26] To preserve its rights, on August 31, 2026, EchoStar submitted to the EchoStar Application, asserting that nothing in the FCC May 2026 Orders or the FCC Trust Documents precludes the payment of FCC Trust Assets to EchoStar and its subsidiaries. As of the date of this Disclosure Statement, the EchoStar Application remains pending.

on a claim for which the holder has made the FCC Trust Election is treated as a "Third-Party Payment" that reduces the holder's FCC Trust distribution dollar-for-dollar. Holders who submit a Covered Claim to the FCC Trust generally provide an irrevocable waiver and release of other recovery rights against the EchoStar Parties, including the DISH Wireless Debtors. Except as any EchoStar Party may otherwise agree in writing, under no circumstances shall the Disbursing Agent make a distribution to any Holder of an Allowed FCC Trust-Eligible Claim that has made the FCC Trust Election.

M. What Is the Type A Claims Reserve?

Upon receipt of funds, the FCC Trust is required to cause $200 million to be deposited into the Type A Claims Reserve, a segregated bank account subject to the terms of the FCC Trust Agreement, for the purpose of satisfying Allowed Secured Type A Claims. The FCC Trust must maintain the Type A Claims Reserve at all times in an amount sufficient to satisfy in full all Secured Type A Claims and initial FCC Trust expenses.

The FCC Trust entered into a security agreement in favor of DWLLC (on behalf of the Holders of Secured Type A Claims against DWLLC as the secured party), granting a security interest over all of the FCC Trust's right, title, and interest in and to the Type A Claims Reserve. The FCC Trust also entered into a deposit account control agreement, pursuant to which the security interest in the Type A Claims Reserve is perfected by control, together with the filing of one or more UCC financing statements. The "Collateral" consists of the Type A Claims Reserve, the secured FCC Trust bank account (or any replacement or substitution thereof, or any account that otherwise holds the Type A Claims Reserve from time to time), together with any monies, securities, or instruments deposited or required to be deposited in such account, all security entitlements in and to the foregoing, and all proceeds thereof. The security interest secures only the FCC Trust's obligations to make distributions to Holders of Allowed Secured Type A Claims.

N. What Is the Quick Pay Election

As provided in Article IV.C.5 of the Plan, each Holder of a Secured Type A Claim in Class 2D and each Holder of an FCC Trust-Eligible Claim in Class 2E has the option to make the "Quick Pay Election," which is a mechanism by which such Holder's Claim will be settled and automatically Allowed in the applicable "Quick Pay Allowed Amount." The Quick Pay Allowed Amount is equal to (A) in the case of a Secured Type A Claim, seventy percent (70%) of the DISH Wireless Debtors' good-faith estimate of the Allowed amount of such Claim, and (B) in the case of an FCC Trust-Eligible Claim, sixty percent (60%) of the DISH Wireless Debtors' good-faith estimate of the Allowed amount of Claim, in each case reflecting any cap applicable to the Claim for damages resulting from the rejection or termination of a lease of real property under section 502(b)(6) of the Bankruptcy Code (but not accounting for any affirmative defense of the DISH Wireless Debtors, including any defense based on force majeure, frustration of purpose, impracticability, or any similar contract provision or legal doctrine). The DISH Wireless Debtors' good-faith estimates (the "Debtors' Estimated Allowed Claim Amount") and associated Quick Pay Amounts are set forth in the Quick Pay Schedule appended to the Plan as Exhibit B (for Class 2D) and Exhibit C (for Class 2E).

Holders of Secured Type A Claims that wish to make the Quick Pay Election may do so by timely submitting a Quick Pay Election Form, and Holders of FCC Trust-Eligible Claims may do so making the applicable election on their timely submitted ballots. Only Holders that vote to

accept the Plan may make the Quick Pay Election.[27] Holders that make the Quick Pay Election also agree to opt in to the Third-Party Release under Article VIII.F of the Plan. Any Quick Pay Election made on a ballot that votes to reject the Plan shall be disregarded.

A Holder that has (1) validly accepted (or is presumed to have accepted) the Plan, and (2) made the Quick Pay Election shall be deemed to have irrevocably agreed that: (i) its Secured Type A Claim or FCC Trust-Eligible Claim, as applicable, shall be settled and automatically Allowed in an amount equal to the applicable Quick Pay Allowed Amount; (ii) such Holder shall take payment on account of its Claim, as so settled and Allowed, solely from the FCC Trust, and shall have no recourse to the DISH Wireless Distributable Value, any other property of the DISH Wireless Debtors or the DISH Wireless Estates, the Post-Effective Date DISH Wireless Debtors, or any other source of recovery on account of such Claim; and (iii) as a condition to receiving a distribution from the FCC Trust, such Holder shall be bound by all terms and conditions of the FCC Trust Documents, including the requirement to grant the releases required under the FCC Trust Documents and the other FCC Trust Third-Party Payment Provisions.

Pursuant to Article IV.C.5(e) of the Plan, EchoStar and the DISH Wireless Debtors shall jointly request (and shall seek the support of the Creditors' Committee and its members that hold FCC Trust-Eligible Claims for the request) that the FCC and the Trustee permit an amendment of the FCC Trust to provide that: (i) each Holder that validly makes the Quick Pay Election shall be deemed submitted to the FCC Trust as a Covered Claim Submission, (ii) all such Allowed Claims shall be paid by the FCC Trust within ten (10) calendar days of submission; and (iii) any Class 2D or FCC Trust-Eligible Claim in Class 2E that does not make the Quick Pay Election but is later the subject of a Covered Claim Settlement shall likewise be paid within ten (10) days of submission of such Covered Claim Settlement to the FCC Trust.

Any Holder of a Secured Type A Claim or an FCC Trust-Eligible Claim that does not make the Quick Pay Election retains all of its rights, claims, defenses, and arguments, including with respect to: (i) the amount of its Claim against the DISH Wireless Debtors; (ii) whether such amount is binding for purposes of recovery from the FCC Trust; (iii) the potential sources of recovery on account of such Claim; and (iv) its rights against parties other than the DISH Wireless Debtors, including the EchoStar Parties. The DISH Wireless Debtors, the DISH Wireless Estates, and the other EchoStar Parties likewise retain all of their respective rights, claims, defenses and arguments with respect to the foregoing as to any Claim held by any such Holder that does not make the Quick Pay Election.

O. What Will I Receive From the DISH Wireless Debtors If I Hold an Allowed Administrative Claim, Professional Fee Claim, or Priority Tax Claim?

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

1. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim against the DISH Wireless Debtors, on the one hand, and the DISH Wireless Debtors or the Post-Effective

[27] It is understood that Holders of Secured Type A Claims in Class 2D are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

Date DISH Wireless Debtors, as applicable, or such Holder has been paid by the DISH Wireless Debtors on account of such Allowed Administrative Claim prior to the Effective Date, each Holder of such Claim (other than Holders of Professional Fee Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) shall receive, in full and final satisfaction of such Claim, an amount of Cash equal to the amount of such Claim in accordance with the following: (1) if an Administrative Claim is Allowed against any DISH Wireless Debtor on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim against any DISH Wireless Debtor is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim against any DISH Wireless Debtor is based on liabilities incurred by the DISH Wireless Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the contract or transaction giving rise to such Allowed Administrative Claim without any further action by the Holder of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

Except as otherwise provided in Article II of the Plan or in an order of the Bankruptcy Court, requests for payment of Administrative Claims against the DISH Wireless Debtors must be Filed with the Bankruptcy Court and served on the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, by the DISH Wireless Administrative Claims Bar Date. **Any Holder of an Administrative Claim against the DISH Wireless Debtors that is required to, but does not, File and serve a request for payment of such Administrative Claim by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claim against the DISH Wireless Debtors, the DISH Wireless Estates, or their property, and such Administrative Claim shall be deemed discharged as of the Effective Date without the need for any objection by the** DISH Wireless **Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity**. Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the DISH Wireless Debtors and the requesting party by the DISH Wireless Administrative Claims Objection Deadline. Notwithstanding the foregoing, no request for payment of an Administrative Claim against any DISH Wireless Debtor need be Filed with the Bankruptcy Court with respect to an Administrative Claim previously Allowed.

2. Professional Compensation.

a. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Confirmation Date shall be Filed no later than forty-five (45) days after the Effective Date. All such final requests will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and orders of the Bankruptcy Court. Any objections to a Professional Fee Claim shall be Filed and served no later than twenty-one (21) days after the Filing of the final request for payment of such Professional Fee Claim.

Each Professional seeking allowance of a Professional Fee Claim shall, to the extent reasonably practicable, identify in its final fee application the portion of its Professional Fee Claim allocable to the DBS Debtors and the portion allocable to the DISH Wireless Debtors. To the extent any Professional Fee Claim is not so allocated between Debtors, the Debtors, the Reorganized DBS Debtors, or the Post-Effective Date DISH Wireless Debtors shall allocate such Professional Fee Claim between the applicable Estates in good faith and in their reasonable discretion, after consultation with the Committee and the applicable Professional, and such allocation shall control absent further order of the Bankruptcy Court.

The portion of each Allowed Professional Fee Claim allocable to the DISH Wireless Debtors shall be paid by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, to the extent previously unpaid, as soon as reasonably practicable after such Allowed Professional Fee Claim is Allowed by Final Order.

b. Estimation of Fees and Expenses.

Each Professional shall reasonably estimate its unpaid Professional Fee Claims and any other unpaid fees and expenses incurred before and as of the Confirmation Date that are allocable to the DISH Wireless Debtors and shall deliver such estimate to the DISH Wireless Debtors and the Committee within five (5) Business Days after the Confirmation Date; provided, however, that such estimate shall not constitute an admission or agreement with respect to the fees and expenses of such Professional, and neither the Professionals nor the DISH Wireless Debtors shall be bound by such estimates for any purpose.

If a Professional does not timely provide such estimate, or does not provide such allocation, or such allocation is incomplete, the DISH Wireless Debtors, after consultation with the Committee and the applicable Professional, may estimate and allocate such unpaid and unbilled fees and expenses in good faith and in their reasonable discretion.

c. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by any Professional after the Confirmation Date in connection with the implementation and Consummation of the Plan that are allocable to the DISH Wireless Debtors.

On and after the Confirmation Date, unless otherwise ordered by the Bankruptcy Court, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after the Confirmation Date shall terminate, and the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall compensate Professionals in the ordinary course of business without further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that if there is any dispute with respect to the payment of any Professionals with respect to fees and expenses such dispute shall be resolved by the Bankruptcy Court.

d. Substantial Contribution.

Except as otherwise specifically provided in the Plan or ordered by the Bankruptcy Court, any Entity that requests compensation or expense reimbursement for making a substantial

contribution in the Chapter 11 Cases of the DISH Wireless Debtors pursuant to sections 503(b)(3), (4), or (5) of the Bankruptcy Code shall File an application for the allowance of such compensation or reimbursement and serve such application on counsel for the DISH Wireless Debtors, counsel for the Committee, and such other parties as required by the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court, no later than thirty (30) days after the Effective Date.

Any amount Allowed by the Bankruptcy Court on account of a substantial contribution claim with respect to the DISH Wireless' Chapter 11 Cases shall be payable by the DISH Wireless Debtors. For the avoidance of doubt, the DWLLC Claims Trust Trustee Fees and Expenses shall be paid in accordance with any applicable DWLLC Claims Trust Agreement and shall not be subject to any requirement of allowance as administrative expense claim under section 503 of the Bankruptcy Code.

3. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim and the DISH Wireless Debtors agree to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, and in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, each Holder of an Allowed Priority Tax Claim shall receive, at the option of the DISH Wireless Debtors, (a) payment in full in Cash on the later of the Effective Date and the date on which such Priority Tax Claim becomes Allowed, or as soon as reasonably practicable thereafter, (b) Reinstatement of such Allowed Priority Tax Claim, or (c) such other treatment in accordance with section 1129(a)(9)(C) of the Bankruptcy Code and reasonably acceptable to the Required Consenting Creditors. To the extent an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall be treated as a Secured Tax Claim (and, to the extent not paid in full, as an Other Secured Claim) in accordance with the Plan. Upon payment in full of an Allowed Priority Tax Claim to the extent required by the Plan (or upon such other treatment agreed by the Holder and the DISH Wireless Debtors consistent with the Plan), any Lien securing such Claim shall be deemed released, terminated, and extinguished, without further notice to or order of the Bankruptcy Court, and without any further act or action under applicable law.

4. DWLLC Claims Trust Trustee Fees and Expenses.

All reasonable and documented fees, expenses, costs, disbursements, indemnities, and other amounts incurred by the trustee of the DWLLC Claims Trust, including the reasonable and documented fees and expenses of its professionals, in each case to the extent not previously paid, shall be paid in full in Cash by the Debtors, as applicable, on the Effective Date, without the need for the trustee of the DWLLC Claims Trust to file a Proof of Claim, Administrative Claim request, fee application, or other request for allowance, and without Bankruptcy Court review or approval.

P. What Happens to My Recovery If the Plan Is Not Confirmed or Does Not Go Effective?

If the Plan is not confirmed or does not go effective, there is no assurance that the DISH Wireless Debtors will be able to reorganize their businesses. It is possible that any alternative may provide holders of Claims with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended Chapter 11 Case, or of a liquidation scenario, see Article XI of this Disclosure Statement entitled "Risk Factors," and the Liquidation Analysis attached hereto as **Exhibit D**.

Q. What Is the Purpose of the Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan. The purpose of the Confirmation Hearing is to seek approval of the Plan and this Disclosure Statement. If this Disclosure Statement is approved, the Bankruptcy Court will have held that this Disclosure Statement provided the Voting Class with adequate information to make an informed decision as to whether to vote and/or consent to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

If the Plan is confirmed, the Plan will bind the DISH Wireless Debtors (including as any issuers of securities under the Plan), any person acquiring property under the Plan, any Holder of Claims against or Interests in any of the DISH Wireless Debtors, and any other person or entity as may be ordered by the Bankruptcy Court in accordance with the applicable provisions of the Bankruptcy Code.

Subject to certain limited exceptions, the order issued by the Bankruptcy Court confirming the Plan will discharge the DISH Wireless Debtors from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed Plan. Notwithstanding anything to the contrary in the Plan, nothing in the Plan or the order confirming the Plan shall discharge, release, impair, waive, or otherwise affect, (x) any Person's rights (if any) to enforce the FCC Trust Documents in accordance with their terms, and (y) any Claim held by a Holder that is or may constitute a Covered Claim, which shall survive the discharge provided herein solely to the extent necessary for such Holder to assert such Claim against the FCC Trust and receive distributions therefrom in accordance with the FCC Trust Documents and subject to the FCC Trust Third-Party Payment Provisions.

R. If the Plan Provides That I Get a Distribution, Do I Get It Upon Confirmation or When the Plan Goes Effective, and What Is Meant by "Confirmation," "Effective Date," and "Consummation"?

"Confirmation" of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so the Plan can go effective. Initial distributions to holders of Allowed Claims will only be made on the date the Plan becomes effective—the "Effective Date"—or as soon as reasonably practicable thereafter, as specified in the Plan. "Consummation" of the Plan refers to the occurrence of the Effective Date. See Article IX.A of this Disclosure Statement, entitled "Conditions Precedent to Consummation of the Plan," for a discussion of conditions precedent to Confirmation and Consummation of the Plan.

S. What Are the Sources of Cash and Other Consideration Required to Fund the Plan?

Subject to the terms of the Plan (including the Restructuring Support Agreement), distributions to Holders of Allowed Claims or other Claims or Interests, as applicable, against the DISH Wireless Debtors in accordance with the treatment of such Claims and subject to the terms provided herein shall be funded from (a) Cash on hand, (b) the DISH Wireless Distributable Value, (c) the Litigation Proceeds, and (d) solely with respect to Holders of Allowed Secured Type A

Claims, the Type A Claims Reserve to the extent of DWLLC's perfected prepetition security interest therein.

Subject in all respects to the FCC Trust Agreement, including the FCC Trust Third-Party Payment Provisions, a Holder of an Allowed FCC Trust-Eligible Claim that is asserted to be a Covered Claim may receive its Pro Rata share of the DISH Wireless Distributable Value as a Holder of an Allowed Class 2E Claim pursuant to the Plan and subsequently make the FCC Trust Election to seek distributions from the FCC Trust on account of such Claim pursuant to the FCC Trust Documents, provided, however, that except as any EchoStar Party may otherwise agree in writing, under no circumstances shall the Disbursing Agent make a distribution to any Holder of an Allowed FCC Trust-Eligible Claim that has made the FCC Trust Election.

T. How Does the Plan Treat Claims and Causes of Action Held by the DISH Wireless Debtors?

Article IV.O of the Plan provides that, unless a settlement approved by the Bankruptcy Court provides otherwise, Causes of Action shall be retained as follows:

- Related Party Retained Causes of Action. All Causes of Action of the DISH Wireless Debtors or the DISH Wireless Estates against any of the DISH Wireless Debtors' Affiliates, Representatives, agents, members, principals, equity holders, officers, directors, or employees, including Avoidance Actions[28] against the foregoing persons or entities (collectively, the "Related Party Retained Causes of Action") shall transfer to and vest in the Special Governance Committee, as representative of the DISH Wireless Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Related Party Retained Causes of Action shall not be released or discharged under the Plan or the Confirmation Order. Rather, from and after the Effective Date, the Special Governance Committee shall have the exclusive authority to prosecute, settle, or otherwise resolve the Related Party Retained Causes of Action;

- Other Retained Causes of Action. All Causes of Action of the DISH Wireless Debtors or the DISH Wireless Estates that are not resolved pursuant to the Plan, the Confirmation Order or any other order of the Bankruptcy Court, and that are not Related Party Retained Causes of Action (collectively, the "Other Retained Causes of Action" and, together with the Related Party Retained Causes of Action, the "Retained Causes of Action") shall vest in the applicable Post-Effective Date DISH Wireless Debtors. The Other Retained Causes of Action shall not be released or discharged under the Plan or the Confirmation Order. Rather, from and after the Effective Date, the applicable Post-Effective Date DISH Wireless Debtor, acting through its board of managers or directors, as applicable, and not the Special Governance Committee, shall have the exclusive authority to prosecute, settle, or otherwise resolve the Other Retained Causes of Action.[29]

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[28] "Avoidance Actions" means any and all causes of action to avoid a transfer of property or interest in property or an obligation incurred by any of the DISH Wireless Debtors arising under chapter 5 of the Bankruptcy Code, including sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 552, 553(b), and 724(a) of the Bankruptcy Code, or other similar or related state or federal statutes and common law.

[29] From and after the Effective Date, Post-Effective Date DWLLC shall be governed by a board of managers, which shall be appointed by Post-Effective Date DWLLC's sole member, Neyland Networks LLC, in accordance with Post-Effective Date DWLLC's organizational documents and applicable Law. Except as otherwise expressly provided in the Plan, including Article IV.O and Article IV.P of the Plan, the board of managers of Post-Effective Date DWLLC shall have all powers and authority ordinarily vested in and exercised by the board of managers of a reorganized debtor following emergence from

The Plan further provides for the tolling of all Retained Causes of Action until the later of (i) the date that is thirty (30) days after all Claims Filed against the DISH Wireless Debtors in the Chapter 11 Cases have become Allowed or disallowed and all claims reconciliation with respect thereto has been completed, and (ii) the expiration of the applicable statute of limitations, repose, or other time-related defense, doctrine, or bar that would otherwise apply to the applicable Retained Cause of Action absent the Plan. From and after such later date, the applicable statute of limitations, repose, or other time-related defense, doctrine, or bar shall recommence running, and the Special Governance Committee and Post-Effective Date DISH Wireless Debtors shall each be entitled, in their respective sole discretion and subject to the terms of the Plan, to determine whether and how to pursue, prosecute, settle, or otherwise resolve the Retained Causes of Action that have vested in each of them, respectively, in accordance with Article IV.O and Article IV.P of the Plan.

The Plan Supplement shall include, among other things, (a) the Schedule of Related Party Retained Causes of Action identifying all Retained Causes of Action, and (b) the agreement(s), bylaws, or other governing documents, which, among other things, shall (i) authorize and empower the Special Governance Committee to prosecute, settle, or otherwise resolve the Related Party Retained Causes of Action for the benefit of Holders of DISH Wireless General Unsecured Claims that do not make the FCC Trust Election or the Quick Pay Election and (ii) specify the amount and source of funding that will enable the administration of the Retained Causes of Action. The Special Governance Committee and its members[30] shall serve as representatives of the DISH Wireless Debtors' Estates under section 1123(b) of the Bankruptcy Code and shall act in a fiduciary capacity on behalf of the interests of all Holders of DISH Wireless General Unsecured Claims entitled to the proceeds of the Retained Causes of Action (the "Litigation Proceeds").

The Retained Causes of Action may include, among others, claims and causes of action arising from or related to (a) the August 2025 transfer of the Boost Mobile business from DWLLC to non-Debtor BoostCo (the "BoostCo Transaction"), which, as discussed herein, the Creditors' Committee has asserted constitutes preferential transfers under section 547(b) of the Bankruptcy Code, constructive fraudulent transfers under sections 544(b) and 548(a)(1)(B) of the Bankruptcy Code, and actual fraudulent transfers under sections 544(b) and 548(a)(1)(A) of the Bankruptcy Code, (b) claims related to the DWLLC Intercompany Loan, including potential recharacterization, subordination, and disallowance of such claims, (c) claims arising from the exercise of undue control or influence by EchoStar and its affiliates over the DISH Wireless Debtors, and (d) any other Avoidance Actions arising under chapter 5 of the Bankruptcy Code.

The Creditors' Committee has asserted that the Retained Causes of Action are worth billions of dollars. The Creditors' Committee believes that if such claims are litigated or otherwise resolved, the recovery would result in materially greater distributions for Holders of Allowed Claims in Class 2E than the DISH Wireless Distributable Value alone.

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chapter 11, including authority to reconcile, object to, settle, and otherwise resolve Claims against the DISH Wireless Debtors other than Other Class 2E Claims and to prosecute, settle, or otherwise resolve the Other Retained Causes of Action.

[30] The initial three members of the Special Governance Committee shall be selected by the Creditors' Committee, in consultation with the DWLLC Special Committee, and their identities shall be disclosed in the Plan Supplement. The Plan Supplement shall set forth such additional terms regarding the governance, procedures, and funding of the Special Governance Committee as may be necessary or appropriate to implement the authority granted to it under the Plan, including with respect to the Related Party Retained Causes of Action and Other Class 2E Claims.

Notwithstanding the foregoing, the amount of Litigation Proceeds that the Post-Effective Date DISH Wireless Debtors will be able to recover on account of the Retained Causes of Action is uncertain and may ultimately prove to have limited or no value. The prosecution of any Retained Cause of Action involves inherent litigation risks, including risks as to liability, damages, and collectability, and there can be no assurance as to the ultimate recovery, if any, that the Estates would realize. The existence and asserted strength of any applicable defenses, together with the time, cost, and expense of prosecuting the Retained Causes of Action, are material factors bearing on the ultimate value, if any, of the Litigation Proceeds. *See* Article XI.C of this Disclosure Statement for a further discussion of risks related to the value of the Retained Causes of Action.

U. Is There Potential Litigation Related to the Plan?

Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan, which objections potentially could give rise to litigation.

If it becomes necessary to confirm the Plan over the rejection of certain Classes, the DISH Wireless Debtors may seek confirmation of the Plan notwithstanding the deemed rejection of Class 2G and 2H. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. See Article X.E of this Disclosure Statement, entitled "Confirmation Without Acceptance by All Impaired Classes."

V. Will There Be Releases, Injunction, and Exculpation Granted to Parties-In-Interest as Part of the Plan?

Yes, the Plan proposes to release the Released Parties (as defined below) and to exculpate the Exculpated Parties (as defined below), as set forth in the Plan. The DISH Wireless Debtors' releases, third-party release, and exculpation provisions included in the Plan are an integral part of the DISH Wireless Debtors' overall restructuring efforts and were an essential element of the negotiations among the DISH Wireless Debtors and the Consenting Creditors in obtaining their support for the Plan pursuant to the terms of the Restructuring Support Agreement.

The releases and exculpations are integral provisions of the Plan. The Released Parties and the Exculpated Parties have made substantial and valuable contributions to the DISH Wireless Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the DISH Wireless Debtors for the benefit of all parties-in-interest. Accordingly, the DISH Wireless Debtors believe that each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

The release, exculpation, and injunction provisions that are contained in the Plan are copied in pertinent part in Article IX.D of this Disclosure Statement, entitled "Settlement, Release, Injunction, and Related Provisions."

IMPORTANTLY, THE FOLLOWING PARTIES ARE INCLUDED IN THE DEFINITION OF "RELEASING PARTIES" AND WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, INDIVIDUALLY, AND COLLECTIVELY RELEASED AND DISCHARGED ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DISH WIRELESS DEBTORS AND THE RELEASED PARTIES: (A) EACH ENTITY IN CLAUSE (A) THROUGH (E) OF THE DEFINITION OF RELEASED PARTIES; (B) ALL HOLDERS OF CLAIMS OR INTERESTS; AND (C) EACH RELATED PARTY OF

EACH ENTITY IN THE FOREGOING CLAUSES (A) OR (B); PROVIDED, HOWEVER, THAT, IN EACH CASE, AN ENTITY SHALL NOT BE A RELEASING PARTY IF IT: (X) IS ENTITLED TO ELECT WHETHER TO OPT IN TO THE THIRD-PARTY RELEASE AND ELECTS NOT TO OPT IN TO THE THIRD-PARTY RELEASE; (Y) TIMELY OBJECTS TO THE THIRD-PARTY RELEASE AND SUCH OBJECTION IS NOT WITHDRAWN OR OTHERWISE RESOLVED BEFORE ENTRY OF THE CONFIRMATION ORDER; OR (Z) IS AN HSSC ENTITY.

THE FOLLOWING PARTIES ARE INCLUDED IN THE DEFINITION OF "RELEASED PARTIES": (A) EACH DISH WIRELESS DEBTOR; (B) EACH POST-EFFECTIVE DATE DISH WIRELESS DEBTOR; (C) EACH PROFESSIONAL; (D) EACH CONSENTING CREDITOR; (E) EACH RELEASING PARTY; AND (F) EACH RELATED PARTY OF EACH PERSON OR ENTITY IN THE FOREGOING CLAUSES (A) THROUGH (E); PROVIDED, HOWEVER, THAT, IN EACH CASE, AN ENTITY SHALL NOT BE A RELEASED PARTY IF IT: (X) IS ENTITLED TO ELECT WHETHER TO OPT IN TO THE THIRD-PARTY RELEASE AND ELECTS NOT TO OPT IN TO THE THIRD-PARTY RELEASE; OR (Y) TIMELY OBJECTS TO THE THIRD-PARTY RELEASE AND SUCH OBJECTION IS NOT WITHDRAWN OR OTHERWISE RESOLVED BEFORE ENTRY OF THE CONFIRMATION ORDER. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING IN THE PLAN TO THE CONTRARY, NO ENTITY THAT IS NOT A RELEASING PARTY SHALL BE A RELEASED PARTY.

THE FOLLOWING PARTIES ARE INCLUDED IN THE DEFINITION OF "EXCULPATED PARTIES": (A) THE DISH WIRELESS DEBTORS; (B) VIKRAM JINDAL AND GERARD UZZI, SOLELY IN THEIR CAPACITY AS THE INDEPENDENT MANAGERS SERVING ON THE SPECIAL COMMITTEE, FOR CONDUCT WITHIN THE SCOPE OF THEIR DUTIES; AND (C) THE COMMITTEE AND EACH OF ITS MEMBERS (INCLUDING CHARTER COMMUNICATIONS OPERATING, LLC, AS SUCCESSOR IN INTEREST TO COXCOM LLC AND IN ITS CAPACITY AS AN *EX OFFICIO* MEMBER OF THE COMMITTEE), FOR CONDUCT WITHIN THE SCOPE OF THEIR DUTIES RELATED TO THE DISH WIRELESS DEBTORS.

For more detail, see Article VIII of the Plan, entitled "Settlement, Release, Injunction, and Related Provisions," which is incorporated herein by reference.

W. What Are the Consequences of Electing Not to Opt In to the Releases Provided by the Plan?

If a Holder of a Claim or Interest elects not to opt in to the Third-Party Release, such Holder will not be a "Releasing Party" and will preserve any direct Causes of Action that it may have against the Released Parties. Such Holder will also not be a "Released Party," and, the Post-Effective Date DISH Wireless Debtors and any third party that is a Releasing Party will preserve all Causes of Action against such Holder.

X. Who Do I Contact If I Have Additional Questions with Respect to This Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Solicitation Agent, Epiq Corporate Restructuring, LLC, by (a) emailing DBSInformation@epiqglobal.com (with "Solicitation" in the subject line) or (b) calling (888) 873-0758 (U.S./Canada toll free) or +1 (971) 414-3498 (International, for calls originating outside of the U.S./Canada). Copies of the Plan, this Disclosure Statement, and any other publicly-filed documents in the Chapter 11 Cases are available free of charge, as applicable, by: (a) visiting the Debtors' restructuring website at https://dm.epiq11.com/DBS after the Petition Date; (b) emailing using DBSInformation@epiqglobal.com (with "Solicitation" in the subject line); or (c) calling the Solicitation Agent at the number(s) listed above. You may also obtain copies of any pleadings filed in the Chapter 11 Cases after the Petition Date via PACER at https://www.pacer.gov (for a fee).

Y. Do the DISH Wireless Debtors Recommend Voting in Favor of the Plan?

Yes. The DISH Wireless Debtors believe that the Plan and the FCC Trust may afford holders of FCC Trust-Eligible Claims in Class 2E, including trade, lease-rejection, infrastructure, and other vendor creditors, the opportunity to recover up to the full value of their Claims under applicable law. Importantly, the DISH Wireless Debtors believe the Plan can provide such recoveries faster and with greater certainty than any plausible alternative.

The DISH Wireless Debtors believe the Plan provides for a larger distribution to the DISH Wireless Debtors' creditors than would otherwise result from any other available alternative (to the extent one exists). The DISH Wireless Debtors believe the Plan, which provides for the completion of the DISH Wireless Debtors' decommissioning efforts, fully and fairly addresses Claims against or Interests in the DISH Wireless Debtors, enables the DISH Wireless Debtors to emerge from chapter 11 expeditiously, and is in the best interest of all Holders of Claims against or Interest in the DISH Wireless Debtors. The DISH Wireless Debtors further believe that other alternatives (to the extent they exist) fail to realize or recognize the value inherent under the Plan.

Z. Who Supports the Plan?

The Plan is supported by the DISH Wireless Debtors and certain consenting creditors that have executed the restructuring support agreement and are beneficiaries of the DWLLC Claims Trust.

The DISH Wireless Debtors believe that the Plan and the FCC Trust afford holders of FCC Trust-Eligible Claims in Class 2E, including trade, lease-rejection, infrastructure, and other vendor creditors, the opportunity to recover up to the full value of their Claims under applicable law. The DISH Wireless Debtors believe the Plan can provide such recoveries faster and with greater certainty than any plausible alternative.

On July 30, 2026, the Federal Communications Commission's Wireless Telecommunications Bureau issued the FCC July 2026 Order modifying the FCC Trust to exclude claims for repayment of monies provided to DISH Wireless or other EchoStar subsidiaries or affiliates, which it clarified do not meet the definition of a "Fund Claim." The FCC was explicit that this exclusion reaches the $8.8 billion DWLLC Intercompany Loan Claims held by the DWLLC Claims Trust because the claim arose from a loan from an EchoStar subsidiary.

The practical consequence of the FCC July 2026 Order is significant: it excludes the single largest source of dilution risk to recovery of Holders of Class 2E Claims from the FCC Trust—the

DWLLC Intercompany Loan Claims—from access to the FCC Trust at all.[31] The DISH Wireless Debtors have amended both the Plan and the Disclosure Statement to clarify that Covered Claimants who are not excluded under the FCC's order (*i.e.*, Holders of FCC Trust-Eligible Claims) will be entitled to recover **up to the full amount of their Allowed Claims from the FCC Trust**, subject, in the DISH Wireless Debtors' view, where applicable, to the limitation imposed on damages for the termination or rejection of a real property lease under section 502(b)(6) of the Bankruptcy Code.

The DISH Wireless Debtors have further amended the Plan to provide that each holder of 2028 and 2029 Notes is not entitled to vote to accept or reject the Plan on account of the DWLLC Intercompany Loan Claims they hold, thereby mooting certain concerns articulated by certain parties in these Chapter 11 Cases. Further, treatment of the DWLLC Intercompany Loan Claims does not impact recoveries for trade, lease-rejection, infrastructure, and other vendor creditors from the FCC Trust, should they elect to recover from the FCC Trust:

- Whatever the outcome of objections to the DWLLC Intercompany Loan Claims' allowance, the FCC July 2026 Order provides that those Claims—which are Other Class 2E Claims under the Plan—**cannot** draw on the FCC Trust. **Recoveries of the Holders of FCC Trust-Eligible Claims from the FCC Trust, should such Holders elect to pursue such recovery, does not depend on the outcome of any litigation**. **The Plan gives Covered Claimants a path to recover up to 100% of their Allowed Claims from the FCC Trust**.

- Delay carries real costs. Rejecting the Plan risks protracted litigation over confirmation, continued administrative expenses, and delay in accessing the FCC Trust. **The FCC Trust has already been funded and will be available to Covered Claimants who obtain an Allowed Claim and make the FCC Trust Election**.

The DISH Wireless Debtors are not asking Holders of Class 2E Claims to waive or compromise any defense to the DWLLC Intercompany Loan Claims' allowance or treatment; those issues remain properly before the Bankruptcy Court and will be addressed at the appropriate time. What accepting the Plan secures for Holders of FCC Trust-Eligible Claims now is prompt access to the Plan's distribution framework and the FCC Trust, should such Holders make the FCC Trust Election.

IV. SOLICITATION AND VOTING PROCEDURES

THIS DISCUSSION OF THE SOLICITATION AND VOTING PROCESS SET FORTH IN THIS DISCLOSURE STATEMENT IS ONLY A SUMMARY. PLEASE REFER TO THE SOLICITATION AND VOTING PROCEDURES FOR A MORE COMPREHENSIVE DESCRIPTION OF THE SOLICITATION AND VOTING PROCESS.

[31] To preserve its rights, on August 31, 2026, EchoStar submitted to the EchoStar Application, asserting that nothing in the FCC May 2026 Orders or the FCC Trust Documents precludes the payment of FCC Trust Assets to EchoStar and its subsidiaries. As of the date of this Disclosure Statement, the EchoStar Application remains pending.

A. Voting Record Date

The record date for purposes of determining which Holders of Claims in the Voting Class are entitled to vote on the Plan is [●] (the "Voting Record Date").

B. Voting on the Plan and the Type A Convenience Claim Election

Detailed instructions regarding how eligible Holders of Claims can vote on the Plan are contained on the Ballots and the Solicitation and Voting Procedures distributed to Holder of Claims that are entitled to vote on the Plan. For your vote to be counted, your Ballot must be properly executed, completed, and delivered to the Solicitation Agent in accordance with the instructions provided on or with the Ballot so that the Ballot containing your vote is actually received by the Solicitation Agent on or before the Voting Deadline of [●] at [●] (prevailing Central Time).

For the avoidance of doubt, any Holder of a Class 2E – DISH Wireless General Unsecured Claim (*i.e.*, FCC Trust-Eligible Claim) that makes the Type A Convenience Claim Election will have its DISH Wireless General Unsecured Claim treated as an Unimpaired Class 2D – Secured Type A Claim under the Plan and will not have its vote on the Plan counted; *provided that* such Holder's election, if any, to opt in to the Third-Party Release, will be counted. For the further avoidance of doubt, any Holder of an FCC-Trust Eligible Claim that does not make the Type A Convenience Claim Election is not precluded from electing to be treated as a Covered Convenience Claim (as defined in the FCC Trust Documents) in any Covered Claim Submission submitted to the FCC Trust.

C. Solicitation Agent

The Debtors have retained Epiq Corporate Restructuring, LLC to act as, among other things, the Solicitation Agent in connection with the solicitation of votes to accept or reject the Plan.

D. Solicitation Packages

The following materials constitute the prepetition solicitation package (the "Prepetition Solicitation Package"): (a) a cover letter (the "Cover Letter") from the Debtors in connection with the solicitation of the Plan, urging the Holders of Claims in the Voting Classes to vote to accept the Plan; (b) the appropriate form of Ballot, together with the detailed voting instructions; and (c) an electronic link and instructions (provided in the Cover Letter and the Ballots) to access electronic copies of the Plan, the Disclosure Statement, the Solicitation and Voting Procedures, the Restructuring Support Agreement, and other related documents (excluding the Ballots) for review and download, free of charge, at https://dm.epiq11.com/DBS.

The following materials constitute the supplemental solicitation package (the "Supplemental Solicitation Package" and, together with the Prepetition Solicitation Package, the "Solicitation Packages"): (a) a supplemental cover letter (the "Supplemental Cover Letter") from the DISH Wireless Debtors in connection with the solicitation of the Plan, urging the Holders of Claims in the Voting Class to vote to accept the Plan; (b) the appropriate form of Ballot, together with the detailed voting instructions; and (c) an electronic link and instructions (provided in the Supplemental Cover Letter and the Ballots) to access electronic copies of the Plan, the Disclosure Statement, the Solicitation and Voting Procedures, the Restructuring Support Agreement, and

other related documents (excluding the Ballots) for review and download, free of charge, on the Debtors' Case Website.

E. Distribution of the Solicitation Packages

The DISH Wireless Debtors caused the Solicitation Agent to commence distribution of the Prepetition Solicitation Package to Holders of Claims in the Voting Class on June 29, 2026.

The Supplemental Solicitation Package for Holders of Class 2E DISH Wireless General Unsecured Claims shall include the Supplemental Cover Letter, the Combined Hearing Notice, and the applicable Ballot in paper format. The Solicitation Packages (except the Ballots) may also be obtained from the Solicitation Agent by (a) emailing DBSInformation@epiqglobal.com (with "Solicitation" in the subject line); (b) calling (888) 873-0758 (U.S./Canada toll free) or +1 (971) 414-3498 (International, for calls originating outside of the U.S./Canada); or (c) writing to DISH DBS Corporation Ballot Processing c/o Epiq Ballot Processing, 10300 SW Allen Blvd, Beaverton, OR 97005. You may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, https://dm.epiq11.com/DBS (free of charge), or for a fee via PACER at https://www.pacer.gov.

F. Non-Voting Status Notices and Release Opt In Form

Holders of Claims in Class 2A, Class 2B, Class 2C, and Class 2D (collectively, the "Non-Voting Classes") will receive an applicable notice informing them of their non-voting status and the accompanying Release Opt In Form (the "Notice of Non-Voting Status").[32] Such notice instructs Holders in the Non-Voting Classes as to how they may obtain copies of the documents contained in the Solicitation Packages (excluding the Ballots) should they wish to receive them.

The Non-Voting Classes may opt in to the Third-Party Release set forth in Article VIII.F of the Plan by submitting the Release Opt In Form on or before **[●], at [●] (prevailing Central Time)** (the "Opt In Deadline"). Opt in elections must be submitted pursuant to the instructions provided in the Release Opt In Form so that such document is received by the Solicitation Agent by the applicable Opt In Deadline. A Holder of a Claim or Interest's decision to opt in to the Third-Party Release in the Plan does not affect the amount of distribution such Holder will receive, if any, under the Plan, and such Holder's recovery under the Plan, if any, will be the same if such Holder opts in.

G. Type A Convenience Claim Election

The Ballots for Holders of DISH Wireless General Unsecured Claims include an optional election of the Type A Convenience Claim Election. As further stated in the instructions in the Ballot, to make a valid Type A Convenience Claim Election, a Holder must complete and submit the DISH Wireless General Unsecured Claim Ballot on or prior to the Voting Deadline in accordance with the Plan, the Solicitation and Voting Procedures, and the instructions provided in the Ballot, **and** timely file a Proof of Claim by the General Claims Bar Date for the Type A Convenience Claim to be valid.

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[32] The DISH Wireless Debtors will seek a waiver to serve the Notice of Non-Voting Status, or any other type of notice in connection with the Plan to such Holders of Claims in Class 2G and Interests in Class 2H, as such Claims and Interests are held by the DISH Wireless Debtors' affiliates and not individual creditors or interest holders.

For the avoidance of doubt, a Holder of a DISH Wireless General Unsecured Claim (*i.e.*, FCC Trust-Eligible Claim) that makes the Type A Convenience Claim Election shall not be treated as a Holder of an Allowed DISH Wireless General Unsecured Claim in Class 2E for purposes of receiving Plan distributions. Instead, such Claim shall be treated as a Secured Type A Claim that is conclusively presumed to have accepted the Plan and not be entitled to vote to accept or reject the Plan on account of such Secured Type A Claim. Making a Type A Convenience Claim Election shall not affect such Holder's right to affirmatively opt in to the Third-Party Release pursuant to a Release Opt In Form. For the further avoidance of doubt, any Holder of an FCC Trust-Eligible Claim that does not make the Type A Convenience Claim Election is not precluded from electing to be treated as a Covered Convenience Claim (as defined in the FCC Trust Documents) in any Covered Claim Submission submitted to the FCC Trust.

The DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors may also (i) invoke *force majeure* or similar defenses to disallow or reduce below $100,000 a Type A Convenience Claim or (ii) contend that a Type A Convenience Claim is not a Covered Claim eligible for recovery from the FCC Trust. For the avoidance of doubt, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors may assert that a Type A Convenience Claim should be Disallowed based on a no-liability objection or Allowed in an amount less than $100,000.00.

H. Ballots Not Counted

No Ballot will be counted toward Confirmation of the Plan if, among other things: (a) it is cast by an entity that is not entitled to vote on the Plan; (b) it is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (c) it is submitted other than as specifically set forth in the Ballot; (d) it is unsigned; (e) it is sent to any person or entity other than the Solicitation Agent; (f) it is not clearly marked to either accept or reject the Plan or is marked both to accept and reject the Plan; (g) it partially rejects and/or partially accepts the Plan in a particular Voting Class; or (h) it is superseded by a later dated, timely submitted valid Ballot. **Please refer to your Ballot for additional requirements with respect to voting to accept or reject the Plan**.

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE THAT IS NOT OTHERWISE IN COMPLIANCE WITH THE SOLICITATION AND VOTING PROCEDURES OR THE DIRECTIONS AND REQUIREMENTS SET FORTH IN YOUR BALLOT WILL NOT BE COUNTED WITH RESPECT TO VOTING ON THE PLAN UNLESS THE DISH WIRELESS DEBTORS, IN THEIR SOLE DISCRETION, DETERMINE OTHERWISE.

EACH HOLDER OF A CLAIM MUST VOTE ALL OF ITS CLAIMS WITHIN A PARTICULAR CLASS EITHER TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT SUCH VOTES. BY SIGNING AND RETURNING A BALLOT, EACH HOLDER OF A CLAIM WILL CERTIFY TO THE BANKRUPTCY COURT AND THE DISH WIRELESS DEBTORS THAT NO OTHER BALLOTS WITH RESPECT TO SUCH CLAIM HAVE BEEN CAST OR, IF ANY OTHER BALLOTS HAVE BEEN CAST WITH RESPECT TO SUCH CLASS OF CLAIMS, SUCH OTHER BALLOTS INDICATED THE SAME VOTE TO ACCEPT OR REJECT THE PLAN. IF A HOLDER CASTS MULTIPLE BALLOTS WITH RESPECT TO THE SAME CLASS OF CLAIMS AND THOSE BALLOTS ARE IN CONFLICT WITH EACH OTHER, SUCH BALLOTS WILL NOT BE

COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN. FURTHER, TO THE EXTENT THERE ARE MULTIPLE CLAIMS WITHIN THE SAME VOTING CLASS, THE CLAIMS OF ANY PARTICULAR HOLDER MAY BE AGGREGATED FOR THE PURPOSE OF COUNTING VOTES.

V. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESSES

A. Overview of the Company, Its History, and Its Businesses

EchoStar and its subsidiaries are a premier provider of technology, networking services, television entertainment, and connectivity, offering consumer, enterprise, operator, and government solutions worldwide under its EchoStar®, Boost Mobile, DISH, Gen Mobile, Sling, EchoStar®, Hughes®, HughesNet®, HughesON™, and JUPITER™ brands.

The Company was founded by Charlie Ergen, Candy Ergen, and James DeFranco in 1980 as a C-band satellite distributor. During the ensuing 46 years, the Company has pioneered technological advancements that have redefined the telecommunications industry. The Company's historical milestones and achievements include:

- filing for a direct broadcast satellite license in 1987 and being granted its first real estate in space in 1992: orbital slot 119° west longitude;
- launching its first satellite—EchoStar I—in 1995, which cleared the way for the Company to gain its first pay-TV customers in March 1996;
- continuing to deploy satellite assets, allowing DNC to grow rapidly from the late 1990s through the 2000s, innovating the world's first DVR and voice remote;
- completing a significant corporate restructuring in 2008, which spun off DNC from EchoStar into a separate, publicly traded company, allowing each company to pursue distinct strategic objectives, with EchoStar increasingly focused on satellite assets, technology development, and related infrastructure services and DNC retaining the consumer-facing satellite television business;
- beginning in 2008, spending more than $30 billion to acquire spectrum licenses from the FCC and through the secondary market;
- launching Sling TV, the first live, over-the-top domestic television service in 2015, transforming the television industry and ushering in a new era of affordable, flexible, and accessible entertainment;
- acquiring Boost Mobile in 2020 to maintain the existence of a fourth facilities-based carrier following T-Mobile's acquisition of Sprint;
- deploying the 5G Network, which pioneered use of a cloud-native, open radio access network architecture that was the first of its kind deployed at nationwide scale in the United States;
- merging DNC with EchoStar as of December 31, 2023, reuniting the companies after more than a decade of separate public operations and combining Satellite and Broadband Communications, Pay-TV, and Wireless assets under a single corporate structure to pursue a unified strategy centered on integrated connectivity; and

- successfully launching the EchoStar XXV satellite, a high-power Ku-band satellite that delivers direct-to-home television broadcasting for DISH Network across North America, into a geosynchronous transfer orbit in March 2026.

Today, the Company is a diversified, multi-billion dollar telecommunications enterprise with millions of customers across the globe, supported by billions of dollars of capital investments over the past half century.

The Company has four primary business segments: (a) Pay-TV, which operates through the DBS Debtors and their subsidiaries; (b) Wireless, which operates as a Hybrid MNO through DNC and its non-Debtor subsidiaries, including BoostCo; (c) Broadband and Satellite Services, which operates through EchoStar's direct, wholly-owned non-Debtor subsidiary HSSC and its subsidiaries;[33] and (d) Other,[34] which consists of the Company's legacy 5G Network and related assets that are not used in the Wireless segment's Hybrid MNO operations. The Debtors comprise two of the Company's business segments—the Pay-TV segment and the Other segment. Neither the business operations of the Company's Broadband and Satellite Services segment nor the Wireless segment (which now conducts its Hybrid MNO operations through BoostCo), is implicated by these Chapter 11 Cases. Organizational charts depicting the Company's corporate structure are attached hereto as **Exhibit E**.

The Company has approximately 10,400 employees in the United States and serves more than 6 million pay-TV subscribers, approximately 7 million wireless subscribers, and approximately 641,000 broadband subscribers. For the fiscal year ended 2025, the Company reported consolidated revenue of approximately $15.0 billion. As of December 31, 2025, the Company had total assets of approximately $43.0 billion (comprised of approximately $5.1 billion of current assets and approximately $37.9 billion of non-current assets) and total liabilities of approximately $37.2 billion (comprised of approximately $12.4 billion of current liabilities and approximately $24.8 billion of non-current liabilities).

B. The Company's Businesses

The DISH Wireless Debtors are subsidiaries of EchoStar that comprise the Other segment.

1. Wireless

(a) Segment Background

Wireless is the Company's newest business segment. The Company offers nationwide wireless communications services to subscribers under its Boost Mobile and Gen Mobile brands, along with a competitive portfolio of wireless devices. The Company's Wireless business is operated through non-Debtor DNC and its non-Debtor subsidiaries, including BoostCo. As of the Petition Date, the Company had approximately 7 million wireless subscribers who are primarily served by the Company's Hybrid MNO operations implemented following EchoStar's entry into definitive agreements to sell spectrum licenses to AT&T and SpaceX (as more fully discussed herein). For the 2025 fiscal year, the Wireless segment accounted for approximately 25%

[33] Chapter 11 cases for HSSC and certain of its subsidiaries were commenced on August 2, 2026 and are also pending in the United States Bankruptcy Court for the Southern District of Texas under Case No. 26-90739. The chapter 11 cases of HSSC and its subsidiaries are not being jointly administered with these Chapter 11 Cases.

[34] This segment is defined as "Other" in EchoStar's public filings with the SEC.

(approximately $3.8 billion) of the Company's consolidated revenue, producing net losses of approximately $495 million. The Wireless segment has incurred operating losses for each fiscal year since 2022.

Boost Mobile represents the largest portion of the Company's Wireless subscriber base. The brand offers wireless service aimed at price-sensitive consumers. Most subscribers pay in advance for monthly service and are not tied to long-term contracts. Plans typically emphasize unlimited talk and text with tiered data offerings, and the Company currently offers a broad range of premium wireless devices, including the latest generation iPhones, as well as a wide selection of Samsung, Motorola, and other premium devices. Boost Mobile relies on a hybrid distribution model that includes branded retail stores, third-party retail partnerships (including national retailers such as Amazon and Walmart), and digital channels.

Gen Mobile serves a narrower and strategically distinct segment. The brand focuses heavily on low-income consumers and participants in federal support programs such as Lifeline and, previously, the Affordable Connectivity Program. Its subscriber base is highly price-sensitive and often dependent on government subsidies to maintain service affordability. Gen Mobile's plans are typically ultra-low-cost, emphasizing essential connectivity rather than premium features

(b) **Legal and Regulatory Framework**

The Company's Wireless business is highly regulated. Among other things, like any company, the Company is unable to operate and control its facilities using electromagnetic frequencies without a license for those frequencies from the FCC. Therefore, the FCC's intention to invalidate the Company's licenses in short order meant that the Company would be unable to continue operation of its licensed system.

Specifically, under the Communications Act, the FCC has authority to issue licenses and authorizations for the use of the electromagnetic spectrum, including the wireless spectrum licenses held by the Company. The FCC generally establishes buildout milestones and other conditions that licensees must meet. Failure to meet these milestones and conditions can result in termination of the license. The FCC has also established various bureaus that act on behalf of the FCC under delegated authority, including the FCC Wireless Bureau and Space Bureaus (the "FCC Space Bureau"). These bureaus can, among other things, seek public comment on the application of Commission rules to licenses and authorizations, decide license extension requests, review petitions for reconsideration of their respective prior licensing decisions, and terminate (or declare the termination of) licenses. FCC licensees, such as the Company, are required to always control their licenses and any licensed facilities, to not cause harmful interference into other authorized users of the spectrum, and to coordinate their operations with such other spectrum users.

FCC licensees and regulated companies also generally have an obligation to pay annual regulatory fees to the FCC, as well as filing fees for any applications for new or modified licenses. In the event of reorganization, even one that involves control and operation by a debtor in possession, the transition is viewed as a transfer of control under FCC rules and requires FCC approval, which will be timely requested from the FCC in this case.

2. Other [35]

[35] This segment is defined as "Other" in EchoStar's public filings with the SEC.

The Other segment primarily consists of the Company's legacy 5G Network and related deployment operations that are not utilized in the Wireless segment's Hybrid MNO operations. As described above and discussed in further detail in Article III.C below, in August and September 2025, EchoStar and certain of its non-Debtor affiliates entered into definitive agreements to sell a material portion of its spectrum licenses to AT&T and SpaceX—including the licenses necessary for DWLLC to operate the 5G Network. In August 2025, following EchoStar's entry into these transactions, DWLLC discontinued its deployment of the 5G Network after meeting certain interim and final build-out requirements established by the FCC, and began decommissioning efforts. As of November 15, 2025, the Company had no customer traffic on the 5G Network.

C. The DISH Wireless Debtors' Corporate Structure

EchoStar is the ultimate parent company of each of the DISH Wireless Debtors. EchoStar is domiciled in Nevada and headquartered in Colorado. It has two classes of voting common equity outstanding. EchoStar's Class A shares trade on NASDAQ under the symbol "ECHO,"[36] and its Class B shares, which are not publicly traded, are convertible at the option of the holder into an equal number of Class A shares. EchoStar's Chairman and Chief Executive Officer, Charlie Ergen, beneficially owns approximately 51.0% of EchoStar's equity securities (assuming conversion of the Class B common stock beneficially owned by Mr. Ergen into Class A common stock and giving effect to the exercise of certain options held by Mr. Ergen) and beneficially owns approximately 90.3% of the total voting power of all classes of shares (assuming no conversion of any Class B common stock and giving effect to the exercise of certain options held by Mr. Ergen). Class A shares entitle holders to one vote per share, and Class B shares entitle holders to ten votes per share.

EchoStar's direct subsidiary, DNC, is the indirect parent of DBS, which, together with its subsidiaries (including the other DBS Debtors), operates the Company's Pay-TV segment. DBS is the direct parent of Neyland Networks L.L.C. ("Neyland Networks"), a Texas limited liability company, which, in turn, is the sole member of DWLLC.[37] DWLLC and its subsidiaries (including the other DISH Wireless Debtors) comprise the Company's Other segment. The DISH Wireless Debtors are, collectively: (a) Neyland Networks; (b) DWLLC; (c) DISH Wireless Leasing L.L.C.; (d) DISH Wireless Retail Holding L.L.C.; (e) DISH Infinite Corporation; and (f) DISH Wireless Retail Operating L.L.C.

Organizational charts depicting the Company's corporate structure as of the Petition Date are attached hereto as **Exhibit E**.

D. The DISH Wireless Debtors' Prepetition Corporate and Capital Structure

As of the date of this Disclosure Statement, (a) DWLLC is the borrower under the DWLLC Intercompany Loan in the aggregate amount of approximately $8.8 billion (inclusive of principal and accrued interest and net of $5 billion of prior loan forgiveness); and (b) DWLLC is the

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[36] Previously, EchoStar's Class A shares traded on NASDAQ under the symbol "SATS".

[37] On March 12, 2026, non-Debtor DISH Wireless Holding L.L.C. sold, assigned, transferred, and delivered to DBS (i) all of its right, title, and interest in and to the receivable under the DWLLC Intercompany Loan Agreement, and (ii) all of its right, title, and interest in the issued and outstanding membership interests in Neyland Networks.

borrower under the Prepetition Secured Loan in the aggregate principal amount of $75 million.[38] Prior to the date of this Disclosure Statement, in accordance with the Restructuring Support Agreement, a Loan Agreement dated as of November 1, 2024 in the borrowing principal amount of $4.50 billion from EchoStar Financing L.L.C. to DWLLC was extinguished in the amount of $3.89 billion.

(a) **DISH Wireless Debtors' Intercompany Loans and Obligations**

From time to time prior to the Petition Date, beginning in 2020, DNC extended intercompany loans to DWLLC, which were used to, among other things, build out the 5G Network (the "DWLLC Intercompany Loan"). On August 22, 2025, DNC memorialized these loans under the Loan Agreement with DWLLC on account of the DWLLC Intercompany Loan which, as of June 28, 2026, had an aggregate balance of $8,856,507,760.88, including principal and accrued interest, which reflects $5.0 billion of loan forgiveness as consideration for the contributions related to the BoostCo Transaction described above.[39] The DWLLC Intercompany Loan matures on November 30, 2030. Interest accrues at an annual rate of 11.50% and is payable monthly in kind (and after the second anniversary of the effective date, in cash or in kind).

On April 21, 2026, following deliberation and approval by the DWLLC Special Committee, DBS, as lender, and DWLLC, as borrower, entered into that certain Loan and Security Agreement in respect of a $75 million term loan to DWLLC for general corporate purposes (the "Prepetition Secured Loan"). On May 26, 2026, DISH Wireless Leasing L.L.C. ("DW Leasing"), as guarantor, and DBS, as lender, entered into that certain Guarantee and Security Agreement with respect to the Prepetition Secured Loan. The Prepetition Secured Loan matures on April 21, 2027. Interest accrues at 5.50% per annum, is payable in cash on the first day of each calendar month and, upon a default or after acceleration, accrues interest at an additional 2.0% per annum at DBS's option. DWLLC may prepay the Prepetition Secured Loan in full or in part at any time without premium or penalty. The Prepetition Secured Loan is secured by a lien on substantially all of DWLLC's assets and guaranteed by DW Leasing. As of the date hereof, the aggregate principal amount outstanding under the Prepetition Secured Loan is $75 million. The Prepetition Secured Loan will be repaid in full upon the closing of the DISH Wireless Debtors' sale of substantially all of their assets, subject to Bankruptcy Court approval.

(b) **Lease Obligations**

DWLLC is party to long-term leases of non-residential real property, including communications towers, data centers, office space, warehouses and distribution centers, as well as operating and finance leases of vehicles and equipment. The DISH Wireless Debtors became party to a significant portion of these long-term leases in connection with the deployment of the 5G Network. In 2025, the DISH Wireless Debtors' rent under tower leases totaled approximately $567.8 million. As described in this Disclosure Statement, DWLLC has asserted that, as a result of the FCC's actions in 2025, its performance obligations under these tower leases were excused from and after the date DWLLC sent notices informing contract counterparties that the FCC's

[38] DWLLC and DW Leasing also previously guaranteed DNC's obligations under the DNC Notes (as defined below) in the aggregate principal amount of $3.5 billion. Upon the closing of the AT&T Transactions, the DNC Notes were satisfied or discharged and the guarantees of DWLLC and DW Leasing thereunder have been fully satisfied, released, and discharged.

[39] DNC, the lender under the DWLLC Intercompany Loan, is the indirect parent of BoostCo and DWLLC.

actions constituted force-majeure events or otherwise excused DWLLC's performance obligations under applicable law, and DWLLC therefore discontinued deployment of the 5G Network. In light of the Company's transition to Hybrid MNO operations, the Company no longer has any business operations for which it can make use of these communication tower leases.

E. The Debtors' Shared Services Obligations

In the ordinary course of their businesses, the Debtors rely on non-Debtor affiliates EchoStar, DNC, DISH Purchasing Corporation, and Echosphere L.L.C. ("Echosphere" and, collectively with EchoStar, DNC, and DISH Purchasing Corporation, the "Shared Services Providers") for the provision of certain operational, administrative, technological, and other corporate services that are critical to their business operations. Echosphere is the Company's employer of record and provides the Debtors with the necessary employees to operate their respective businesses. As part of this arrangement, DNC, on behalf of the Debtors, makes employee compensation and benefits payments to the employees that provide services to the Debtors. These payments include payments related to employee wages, health and welfare benefits, incentive programs, severance obligations, 401(k) plan contributions, paid leave benefits, workers compensation insurance and related obligations, additional fringe benefits, non-employee director compensation, and payroll and benefit program processing obligations. The Debtors, in turn, incur intercompany obligations to DNC in exchange for such payments.

The Debtors also benefit from a variety of services from third parties that the Shared Services Providers provide or arrange in the ordinary course of business, including certain tax services, insurance and surety bond services, utilities services, customer programs, and third-party vendor services, among others. The Shared Services Providers typically contract or engage with various third parties on the Debtors' behalf for the provision of essential shared business services to the Debtors. DNC makes payments to the Shared Services Providers or the third-party providers, as applicable. The Debtors do not incur obligations to pay these third parties directly but incur intercompany obligations to reimburse DNC for the shared business services the Debtors receive. The shared services arrangements by which the Debtors obtain (and in limited circumstances provide) shared services, as well as the resulting intercompany accounting by which the Debtors and non-Debtor affiliates record such intercompany activity, are memorialized in that certain Shared Services Agreement dated May 5, 2026 (the "Shared Services Agreement"). [40]

As of the date of the Petition Date, the DISH Wireless Debtors owed approximately $3.7 million under the Shared Services Agreement. The Debtors obtained authority to continue to assume the Shared Services Agreement under the *Final Order Authorizing the Debtors to Assume the Shared Services Agreement* [Dkt. No. 514] (the "Shared Services Order").

VI. EVENTS LEADING TO THE CHAPTER 11 FILINGS

A. DISH Wireless Debtors' Prepetition Regulatory Challenges

1. The Company's Wireless Spectrum Licenses

[40] On the Petition Date, the Debtors filed the Shared Services Motion (as defined herein) seeking authorization to continue operating under and to assume the Shared Services Agreement, and on July 23, 2026, the Bankruptcy Court entered the Shared Services Order (as defined below) authorizing the Debtors' assumption of the Shared Services Agreement. See Article VII.B.2 of this Disclosure Statement for a discussion of the Debtors' Shared Services Motion and Shared Services Order.

In 2008, the Company began strategically acquiring spectrum licenses at auction from the FCC to assemble a nationwide portfolio of low-band and mid-band spectrum (including AWS-3 and AWS-4 mid-band holdings) intended to support future mobile broadband and voice services. The Company also acquired spectrum licenses through strategic acquisitions, including its acquisition of reorganized DBSD North America, Inc. and substantially all of the assets of TerreStar Networks, Inc. through their respective bankruptcy proceedings in 2011 and 2012.

Beginning in 2018, T-Mobile sought regulatory approval of its acquisition, which would have reduced the number of facilities-based wireless carriers in the United States from four to three. The United States Department of Justice ("DOJ") and the United States District Court for the District of Columbia agreed that the merger would harm competition in violation of antitrust laws. As a condition to approval of the merger, the DOJ required T-Mobile and Sprint to sell sufficient assets to maintain and promote the existence of a fourth facilities-based carrier. The Company stepped in as that fourth carrier, acquired certain assets and liabilities associated with Boost Mobile from Sprint in July 2020 for $1.4 billion, subject to working-capital adjustments, and subsequently commenced the buildout of its own 5G Network.

In connection with the government's approval of the merger and the Boost Mobile sale, the FCC imposed on the Company a complex set of commitments and milestones governing the 5G Network deployment. If the Company failed to meet the buildout commitments and milestones, it would risk forfeiting its licenses and incurring fines of up to $2.2 billion. Despite a global pandemic, severe supply chain disruptions, and inflation, the Company timely met all of its commitments and each of these milestones (as such milestones have been extended from time to time). These included meeting band-specific 5G commitments, as well as nationwide commitments to deploy a 5G network with download speeds equal to or greater than 35 megabits per second to at least 70% of the United States population with a minimum of 15,000 sites, as verified by a drive test overseen by a third party using a methodology approved by the FCC Wireless Bureau.

In total, the Company committed more than $46 billion to deploy and operationalize its 5G Network. The Company committed more than $30 billion to acquire wireless spectrum licenses, including at FCC auctions (excluding $10 billion of capitalized interest related to the carrying value of such licenses). In addition, the Company committed more than $16 billion (including approximately $13 billion paid by DWLLC and certain of its subsidiaries) to construct the extensive network infrastructure needed to deploy the Company's wireless spectrum, including more than 144,000 radios installed on over 24,000 5G cell sites throughout the United States.

During the 5G Network deployment, the Company was also transitioning from operating primarily as a mobile virtual network operator ("MVNO") to a mobile network operator ("MNO"). An MVNO is a wireless carrier that does not own its own radio spectrum and physical network infrastructure. Instead, it purchases wholesale network access from one or more facilities-based carriers and resells that connectivity to its own subscribers under its own brand. An MNO, by contrast, owns and operates its own licensed spectrum and physical network infrastructure, enabling it to deliver wireless services directly to subscribers over its own facilities without relying on a third-party carrier's network. Pending the completion of the Company's 5G Network deployment, only a portion of the Company's wireless subscribers were on its 5G Network, with the Company relying on T-Mobile and AT&T to carry a large portion of its subscribers' voice and data traffic over those carriers' respective networks. The Company was in the process of transitioning to operating primarily as an MNO as the buildout proceeded and coverage of the

network grew, delivering wireless services to its subscribers entirely over its own licensed spectrum and physical infrastructure.

2. The FCC Grants the Company's Request to Accelerate or Extend Certain Deadlines

In connection with T-Mobile's acquisition of Sprint, the FCC updated the buildout deadline for certain of the Company's wireless spectrum licenses to June 14, 2025. The Company was required to make 5G wireless broadband available to either 70% or 75% of the regional population, depending on the license type, within the geographic footprint for each of the vast majority of the DISH Wireless Debtors' 600 MHz, Lower 700 MHz E Block, AWS H Block, and AWS-4 licenses on or before such deadline. Separately, the Company was also required to make 5G wireless broadband available to 75% of the regional population within the geographic footprint for nearly all of its AWS-3 licenses by October 27, 2025. These commitments required substantial sums, as the Company estimated that it would need to deploy 15,000–20,000 additional cell sites to satisfy the FCC's coverage requirements, among other reasons, because many of the Company's AWS-3 licenses covered rural areas that are among the hardest and most expensive to cover in the United States. While the Company was prepared to continue to meet the then-existing FCC requirements, it became apparent to the Company that the best use of available resources to achieve its business objectives and promote stronger competition would be to strengthen and densify the 5G Network in the markets and geographies that were already being served by the 5G Network.

On September 17, 2024, the Company submitted a request to the FCC for the conditional extension of the final buildout deadlines related to various wireless spectrum licenses (the "2024 Extension Request"). Specifically, the 2024 Extension Request sought to conditionally extend the construction milestones associated with certain of its AWS-4, Lower 700 MHz E Block, 600 MHz, AWS-3, and AWS H Block licenses so that the Company could optimize its buildout for maximum competitive impact, which would serve the public interest by allowing it to deploy higher quality service in the most populous markets. In exchange for the proposed extensions, the Company committed to additional milestones that went beyond the requirements of T-Mobile's acquisition of Sprint, including to:

(a) accelerate the deployment of its 5G Network so that it would cover over 80% of the United States population by December 31, 2024 ("Commitment 1");

(b) accelerate and expand the final construction milestones for certain of the AWS-4 licenses, H Block licenses, 700 MHz licenses, and 600 MHz licenses to require EchoStar to provide 5G broadband service to 85% of the population in each respective license by December 31, 2024, and modify the final construction milestones to require EchoStar to provide reliable signal coverage and offer service to 85% of the population in specific AWS-3 license areas by December 31, 2024 ("Commitment 2");

(c) accelerate and expand the final construction milestones for additional AWS-4 licenses, H Block licenses, 700 MHz licenses, and 600 MHz licenses to require EchoStar to provide 5G broadband service to 80% of the population in each respective license by December 31, 2024, and modify the final construction milestones to require EchoStar to provide reliable signal coverage and offer service to 80% of the population in additional specific AWS-3 licenses by December 31, 2024 ("Commitment 3");

(d) provide a nationwide affordable 5G plan and devices to consumers for the duration of the extension period ("Commitment 4");

(e) deploy 24,000 5G sites by June 14, 2025 (a 60% increase in 5G site obligations) ("Commitment 5");

(f) upgrade the deployed 5G sites to a next-generation 5G standard (3GPP Release 17) by June 14, 2025 ("Commitment 6"); and

(g) load at least 75% of new subscribers with compatible devices on EchoStar's MNO network in accelerated markets ("Commitment 7").

The Company also agreed to permit small carriers and tribes to lease the Company's spectrum in the license extension areas.

Only upon fulfilling the accelerated and expanded milestones would the targeted extensions proposed in the 2024 Extension Request go into effect. Specifically, the 2024 Extension Request provided that, if EchoStar fulfilled Commitments 2 and 3, the final construction milestones for (a) certain of the AWS-4, AWS H Block, Lower 700 MHz E Block, and 600 MHz licenses would be further extended from June 14, 2025 to December 14, 2026, and (b) certain of the AWS-3 licenses would be extended from October 27, 2025 to December 14, 2026.

The 2024 Extension Request explained that, in addition to the greater public interest commitments proposed by the Company's new obligations, the proposed milestone adjustments promoted the FCC's public interest objectives by increasing competition in the markets in which the Company would accelerate its commitments. On September 20, 2024, the FCC Wireless Bureau accepted and approved the 2024 Extension Request (the "2024 Extension Grant").

3. The Company Dedicates Significant Resources and Capital to Satisfy Its Accelerated Commitments

The Company accelerated its efforts and the pace of its buildout to successfully meet the expanded commitments by the December 31, 2024 deadline to obtain an extension to June 2028. The Company committed significant capital and prioritized its resources in markets subject to accelerated and expanded commitments, and away from markets where the Company's obligations had been deferred under the 2024 Extension Grant.

The Company successfully fulfilled Commitments 1–4 by December 31, 2024, thereby extending the final buildout milestones for 1,173 wireless spectrum licenses to December 14, 2026. The Company certified completion of these commitments on January 10, 2025 in a buildout report it submitted to the FCC. The Company further certified completion of Commitment 5 on May 5, 2025, Commitment 6 on March 17, 2025, and Commitment 7 on June 17, 2025. The Company repeatedly met with the FCC Wireless Bureau to walk through the supporting documentation and address any questions, consistent with the FCC Wireless Bureau's practice when reviewing regulated entities' compliance with FCC milestones.

Under the 2024 Extension Grant, satisfaction of each commitment triggered the extension of the final buildout milestones for 1,173 wireless spectrum licenses from June 14, 2025 to December 14, 2026—and, ultimately, to June 14, 2028.

4. The May 2025 FCC Letter and the Public Notices

On May 9, 2025, the FCC Chairman sent the May 2025 FCC Letter informing the Company that FCC staff had been directed to begin reviewing and investigating the Company's (a) compliance with its federal obligations to provide 5G service throughout the United States per the terms of its wireless spectrum licenses, and (b) mobile satellite service ("MSS")[41] utilization in the 2 GHz Band. The May 2025 FCC Letter questioned the 2024 Extension Grant that the FCC Wireless Bureau had issued merely eight months earlier under the previous administration.

On May 12, 2025, the FCC issued two separate public notices. The first was the FCC Wireless Bureau's request for comment on a petition by another telecommunications company that had sought reconsideration of the 2024 Extension Grant. The second was issued by the FCC Space Bureau seeking comment on the current status of the Company's MSS operations in the 2 GHz Band, including information on whether the Company was utilizing the 2 GHz Band for MSS and on the steps the FCC might take to support more intensive use of the 2 GHz Band, such as by allowing new MSS entrants into that band.

The May 2025 FCC Letter and subsequent issuance of the public notices caused significant uncertainty regarding the Company's spectrum rights, including with respect the spectrum licenses necessary to operate the 5G Network. If the FCC were to reverse the 2024 Extension Grant—which would reinstate the milestones in place before the FCC granted the 2024 Extension Request—it could have resulted in the termination of hundreds of the Company's wireless spectrum licenses and the MSS authorizations because the Company had not satisfied the 2025 milestones that were subsequently extended under the 2024 Extension Grant, and no longer had sufficient time to do so. In addition, if the FCC opened the 2 GHz Band to other licensees, it would have upended decades of FCC precedent and caused severe interference with the Company's MSS operations in the 2 GHz Band.

In comments filed with the FCC and meetings among FCC representatives and the Company, the Company set forth that it had committed tens of billions of dollars to deploy the 5G Network, which was capable of providing broadband service to more than 268 million people nationwide, created tens of thousands of American jobs, was a competitive alternative to incumbent wireless carriers, and helped ensure that the United States is at the forefront of wireless leadership. The Company further explained that the extended buildout deadlines adopted by the FCC Wireless Bureau enhanced its network's scope and its ability to provide competitive alternatives for consumers, that EchoStar had fulfilled its commitments in exchange for the 2024 Extension Grant, and that the 2024 Extension Grant was consistent with long-standing FCC precedent. The Company also explained that the 2 GHz band must remain exclusively with EchoStar because sharing was not technically feasible and would cripple EchoStar's present and planned terrestrial and MSS operations, all to the detriment of competition.

5. The Company Delays Certain Interest Payments

As EchoStar observed in its filings with the FCC, the May 2025 FCC Letter and resulting public notices "created a dark cloud of uncertainty over EchoStar's spectrum rights and its . . . 5G network. This cloud . . . effectively froze[] EchoStar's decision making—it cannot reasonably invest more capital into a buildout if the Commission indicates it may take away its licenses

[41] MSS authorizations allow the Company to deploy integrated satellite and terrestrial wireless communications networks that provide users with seamless two-way coverage through traditional land-based wireless networks when in range and satellites communications when not in range.

through unprecedented actions."[42] Given this uncertainty, the Company delayed making certain interest payments on the Company's funded debt, consistent with the Company's rights under the applicable debt documents. Specifically, in late May and early June 2025, EchoStar and DBS elected not to make scheduled interest payments under certain of their outstanding notes, thereby entering applicable thirty (30)-day grace periods, to allow time for EchoStar to gather information and assess its alternatives on a more informed basis. In July 2025, DBS again elected not to make scheduled interest payments on additional series of DBS Notes, likewise entering applicable thirty (30)-day grace periods. Prior to the expiration of each applicable grace period, EchoStar and DBS, as applicable, made the scheduled interest payments, in each case including interest on the defaulted interest, before any such non-payment would constitute an event of default under the relevant indentures.

6. The Company Engages in Discussions with the FCC Regarding Potential Pathways to Resolve the FCC's Stated Concerns

After the Company disclosed that it had elected not to make cash interest payments on certain outstanding notes, the FCC agreed to meet with the Company. In June 2025, EchoStar representatives held a series of meetings and calls with the FCC Chairman and his staff regarding the Company's spectrum holdings.

During these meetings, the FCC communicated its position that the Company's spectrum was being underutilized and that the Company's continued ownership of such wireless spectrum licenses was inconsistent with the public interest. As a result, the FCC asserted that EchoStar needed to exit the terrestrial wireless business.

On June 12, 2025, EchoStar representatives met with President Trump, who encouraged the parties to reach an amicable resolution. In a subsequent meeting with the FCC Chairman, EchoStar was directed to sell a substantial portion of its wireless spectrum licenses on an expedited time frame. During the ensuing weeks, the FCC repeatedly pressed EchoStar to accelerate the pace of negotiations and expand the scope of any proposed sale, rejecting EchoStar's initial proposals as insufficient.

In sum, in the discussions between EchoStar representatives and the FCC, including the Chairman and his staff, the FCC made clear its intent to terminate a wide range of the Company's spectrum licenses, including those necessary to operate the 5G Network, unless the Company sold such licenses in the secondary market.

B. The Company's Prepetition Wireless Spectrum License Sales

After extensive meetings with and input from the FCC, in the third quarter of 2025, the Company entered into transactions with AT&T and SpaceX to sell a material portion of its wireless spectrum licenses.[43] Shortly after these agreements were announced, the FCC concluded its investigation of EchoStar's compliance with its buildout obligations.

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[42] EchoStar Corp., Comments of EchoStar Corporation, SB Docket No. 25-173, WT Docket No. 22-212 (Fed. Commc'ns Comm'n May 27, 2025).

[43] The following summaries of the terms of the AT&T Transactions and SpaceX Transactions (each as defined in this Disclosure Statement) are qualified in their entirety by reference to the applicable provisions of the AT&T License Purchase Agreement, Original SpaceX License Purchase Agreement, and A&R SpaceX License Purchase Agreement (each as defined in this Disclosure Statement). To the

1. The AT&T Transactions

On August 25, 2025, the Company and AT&T entered into a License Purchase Agreement (the "AT&T License Purchase Agreement," and the transactions contemplated thereby, the "AT&T Transactions"). Pursuant to the terms of the AT&T License Purchase Agreement, the EchoStar and certain of its non-Debtor affiliates agreed to sell the Company's 3.45–3.55 GHz and 600 MHz wireless spectrum licenses to AT&T, and to grant a 99-year extension of existing leases for AT&T's exclusive use of certain wireless spectrum licenses in Hawaii, for an aggregate purchase price of approximately $23 billion in cash, subject to certain potential adjustments (the "AT&T Purchase Price"). The AT&T License Purchase Agreement also extends to AT&T the right to lease certain additional 3.45 GHz licenses from the Company, which AT&T exercised at the end of the third quarter of 2025. The AT&T Purchase Price was subject to downward adjustment if certain 3.45 GHz and 600 MHz licenses were ultimately excluded by either the Company or AT&T from the sale. The Company was not obligated to consummate the sale to AT&T if the AT&T Purchase Price, after giving effect to the aggregate amount of any such adjustments, would be less than $18.6 billion. In that case, AT&T could still elect to proceed by paying a minimum cash purchase price of at least $18.6 billion. The consummation of the AT&T Transactions was subject to the satisfaction or waiver of additional customary closing conditions, including obtaining approvals from the FCC and DOJ. On July 28, 2026, the AT&T Transactions closed, without any downward adjustment to the AT&T Purchase Price, and the Contribution was remitted to the FCC Trust directly from the proceeds of the AT&T Transactions, $200,000,000 of which was deposited into the Type A Claims Reserve.

2. The SpaceX Transactions

On September 7, 2025, the EchoStar, SpaceX, and Spectrum Business Trust 2025-1 (the "Spectrum Trust"), entered into a License Purchase Agreement (the "Original SpaceX License Purchase Agreement" and the transactions contemplated thereby and by the A&R SpaceX License Purchase Agreement (as defined below), the "SpaceX Transactions"). Pursuant to the terms of the Original SpaceX License Purchase Agreement, the Company agreed to sell to SpaceX the Company's rights and licenses related to an aggregate of 50 MHz of spectrum in frequency ranges 2000–2020, 2180–2200, 1915–1920, and 1995–2000 (the "AWS-4 and H-Block Licenses"), together with certain international authorizations and rights for that spectrum and certain related assets (collectively, the "Foreign Assets"). The transfer of the AWS-4 and H-Block Licenses occurs in two steps, the first of which has already occurred: first, the AWS-4 and H-Block Licenses were transferred by the Company to the Spectrum Trust (the "Spectrum Transfer Closing") on May 22, 2026, and second, the AWS-4 and H-Block Licenses will be transferred by the Spectrum Trust to SpaceX (the "Spectrum Acquisition Closing"). The Foreign Assets will be transferred directly to SpaceX at the Spectrum Acquisition Closing, to the extent that required regulatory approvals have been obtained by such date.

The consideration for the SpaceX Transactions payable at the Spectrum Acquisition Closing is $17 billion, comprised of up to $8.5 billion of cash and up to $8.5 billion of SpaceX stock at a per share price of $212.00 as adjusted for stock dividends, splits, or reorganization (the "Total Consideration Amount"). A portion of the Total Consideration Amount will be used to: (a) fully pay off all outstanding amounts owed on certain secured notes issued by EchoStar due in

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extent of any inconsistency between these summaries and the terms of the applicable transaction documents, the terms of the applicable transaction documents will control.

2029 and 2030, which are secured by the Company's AWS-4 and AWS-3 licenses (respectively, the "EchoStar Secured 2029 Notes" and "EchoStar Secured 2030 Notes"), and (b) settle the anticipated redemption and conversion of certain convertible notes issued by EchoStar (the "EchoStar Convertible Notes," and, together with the EchoStar Secured 2029 Notes and EchoStar Secured 2030 Notes, the "Seller Notes"). The remaining amount after paying off the Seller Notes (the "Purchase Price") will be paid by SpaceX to EchoStar as follows: (i) up to $8.5 billion will be paid in SpaceX's Class A Common Stock (the "Equity Amount"); and (ii) any amount exceeding $8.5 billion will be paid in cash. If the amount necessary to pay off the Seller Notes exceeds $8.5 billion, the Company may elect to pay the excess using cash, the Company's Class A Common Stock (with respect to the EchoStar Convertible Notes), or both, to maintain its receipt of the full Equity Amount. If the Company elects not to pay such excess amount, the Equity Amount will be reduced dollar-for-dollar to ensure that the combined Equity Amount and amounts necessary to pay off the Seller Notes do not exceed the Total Consideration Amount. As of December 31, 2025, the aggregate principal amount outstanding of the Seller Notes was $9.821 billion.

On November 5, 2025, EchoStar, SpaceX, and the Spectrum Trust entered into an Amended and Restated License Purchase Agreement (the "A&R SpaceX License Purchase Agreement" and, together with the "Original SpaceX License Purchase Agreement, the "SpaceX License Purchase Agreement"). Pursuant to the A&R SpaceX License Purchase Agreement, EchoStar agreed to transfer up to an aggregate of 15 MHz of AWS spectrum in the frequency range of 1695–1710 MHz for each relevant license area to SpaceX in exchange for additional consideration of $2.6 billion, all of which will be paid in SpaceX's Class A Common Stock. As a result of this change, the total consideration for the SpaceX Transactions increased from $17 billion to $19 billion with up to $11 billion to be paid in SpaceX's Class A Common Stock at a per share price of $212.00 as adjusted for stock dividends, splits, or reorganization. The material terms of the A&R SpaceX License Purchase Agreement are otherwise substantially the same as the terms of the Original SpaceX License Purchase Agreement.

Following the approval of the transactions by the FCC Wireless Bureau and FCC Space Bureau, the first step of the SpaceX Transactions, the Spectrum Transfer Closing, occurred on May 22, 2026. At the Spectrum Transfer Closing, EchoStar and its licensing subsidiaries executed and delivered assignment and assumption instruments to convey the licenses comprising the AWS-4/H-Block Licenses and the AWS-3 Licenses to the Spectrum Trust, making the Spectrum Trust the interim license holder. Concurrently with the Spectrum Transfer Closing, SpaceX funded the Spectrum Trust, and the Spectrum Trust, in turn, paid EchoStar an amount equal to the interest accrued on the Seller Notes from June 1, 2025 through the Spectrum Transfer Closing Date, plus the applicable "Make-Whole Amount" in the amount of $432,034,989.24. Following the Spectrum Transfer Closing, the Spectrum Trust is required to service ongoing interest payments on the Seller Notes from funds contributed by SpaceX.

The Spectrum Acquisition Closing is expected to occur on or about November 30, 2027, following the expiration of the make-whole period for the Seller Notes and the date on which the EchoStar Convertible Notes become eligible for redemption. If SpaceX elects to proceed with the Spectrum Acquisition Closing prior to November 30, 2027, SpaceX will be responsible for any additional amounts required to satisfy the Seller Notes, other than additional amounts payable as a result of any potential default under the Seller Notes.

The completion of the SpaceX Transactions is subject to the satisfaction or waiver of customary closing conditions. The SpaceX License Purchase Agreement also includes specified termination rights.

Finally, the SpaceX License Purchase Agreement provides for future long-term commercial agreements that will enable the Company to offer its wireless subscribers access to SpaceX's next-generation Starlink "Direct to Cell" text, voice, and broadband services, which will utilize certain rights and licenses related to the spectrum to be conveyed by the Company to SpaceX at the Spectrum Acquisition Closing. The commercial agreements will also provide for a fee-based referral program that lets the Company refer existing HughesNet customers and new Starlink customers to SpaceX.

3. Resolution of the FCC Investigation

On September 8, 2025, one day after EchoStar announced its entry into the Original SpaceX License Purchase Agreement, the Company received a follow-up letter from the FCC Chairman, which stated as follows:

> Earlier this year, I wrote a letter notifying you that I had asked FCC staff to investigate EchoStar's compliance with its buildout milestones and other obligations regarding the company's federal spectrum licenses. . . .
>
> I have appreciated your responses, engagement, and information provided since my original letter.
>
> Accordingly, I have asked FCC staff to bring the agency's investigation to conclusion. In particular, I have directed FCC staff to: (1) dismiss VTel's petition for reconsideration; (2) confirm that EchoStar holds exclusive terrestrial and MSS rights over the AWS-4 spectrum to which it is currently licensed; and (3) find that relevant FCC buildout and other related obligations have been satisfied by EchoStar in view of the company's current FCC milestones.

4. Transition to Hybrid MNO

As a result of the FCC-directed sales of spectrum licenses to AT&T and SpaceX, DWLLC could no longer operate the 5G Network. Neither DWLLC nor any of its current or former subsidiaries owned (or had previously owned) the spectrum licenses being sold to AT&T and SpaceX and accordingly the DISH Wireless Debtors were not entitled to any of the proceeds of these transactions. Furthermore, because the FCC-directed sales involved spectrum licenses that were necessary to the 5G Network, the Company was forced to transition its Boost Mobile subscribers to third-party networks and to convert its operations to those of a Hybrid MNO[44] under which the Company would continue to control the subscriber relationship and process calls, texts and data through its cloud-native 5G core, but would rely on AT&T's physical network (including its towers, antennas, radios, radio access network software, and spectrum frequencies), to primarily carry the traffic. To protect against customer disruption and support this wholesale change to its business plan, in August 2025, DWLLC contributed certain vendor contracts, liabilities, and core

[44] A Hybrid MNO is a telecom provider that owns and operates certain core network functions—such as the software systems that authenticate subscribers and process calls, texts and data—while relying on third-party carriers to provide the spectrum frequencies and cell sites that receive, deliver to subscribers' devices and transmit to the core the wireless signals.

network assets to BoostCo in exchange for $5.0 billion of debt forgiveness under the intercompany loan from DNC, the indirect parent company of both DWLLC and BoostCo, to DWLLC. As a result of this BoostCo Transaction, the Company's wireless business split into two distinct segments: (a) the go-forward Hybrid MNO operated by BoostCo and (b) the assets associated with the 5G Network deployment, which are held by the DISH Wireless Debtors. The Hybrid MNO remains fully operational through BoostCo and continues to deliver uninterrupted service to its millions of customers nationwide. As discussed herein, the DISH Wireless Debtors' remaining assets are contemplated to be transitioned pursuant to the terms of the Plan.

5. 5G Network Decommissioning

In September 2025, shortly after EchoStar's entry into the AT&T Transactions and SpaceX Transactions, under which the spectrum licenses necessary to operate the 5G Network were agreed to be sold, and the closing of the FCC's investigation, DWLLC began the decommissioning process for the portions of its 5G Network that will not be utilized in its Hybrid MNO operations. As a result of these sales, which encompassed only the spectrum licenses and none of the 5G Network infrastructure and the resulting transition to Hybrid MNO operations, which was necessary to ensure continuity of service to customers, DWLLC had no need for—and was rendered incapable of performing obligations under—the agreements relating to the 5G Network, including tower leases. These decommissioning efforts have included removing software from cell site equipment, turning down communications circuits and electrical connections, and deploying field personnel to remove certain of the DISH Wireless Debtors' equipment from the former 5G Network sites and storing or disposing of such equipment as appropriate via various warehouse facilities.

As more fully discussed in this Disclosure Statement, including Article VI.G below, the DISH Wireless Debtors intend to sell substantially all of their assets. On the Petition Date, the DISH Wireless Debtors filed a motion with the Bankruptcy Court seeking an order, among other things, (a) approving bidding procedures with respect to the sale of the DISH Wireless Debtors' assets, (b) scheduling certain dates with respect to the sale, (c) approving the form and manner of related notices, (d) authorizing entry into a stalking horse agreement with EchoStar, (e) authorizing the sale of assets free and clear of liens, claims, interests, and encumbrances, and (f) granting related relief.[45] A hearing to consider the Bidding Procedures Motion has not yet been scheduled.

6. Tower Lease Litigation

Given the immense undertaking of building out the 5G Network from scratch, DWLLC had entered into thousands of agreements with tower lessors and other vendors, including for fiber backhaul services, equipment (including servers, lithium-ion batteries, radios, and antennae, data centers), and for other goods and services. DWLLC entered into these agreements in reliance on a straightforward principle, supported by longstanding FCC practice: DWLLC could safely invest the billions of dollars needed to operate the 5G Network so long as EchoStar remained in compliance with milestones it negotiated at length with the FCC. However, the FCC's unprecedented directive that EchoStar sell or forfeit its spectrum licenses—despite having complied with all of its buildout obligations—disrupted these well-founded expectations.

[45] For further discussion of the anticipated sale of the DISH Wireless Debtors' assets, see Articles III.D and VI.G of this Disclosure Statement.

DWLLC had no choice but to abandon its plan, as without wireless spectrum, it is not possible to deploy or operate a radio access network.

Beginning in September 2025, DWLLC sent notices to its tower lessors and other 5G Network contract counterparties asserting that the unforeseeable actions taken by the FCC outside of DWLLC's control and the resulting spectrum sales constituted one or more events of *force majeure* under the applicable agreements, frustrated the principal purpose of such agreements, and rendered DWLLC's performance commercially impracticable. In each of these notices, DWLLC expressed its willingness to discuss a mutually acceptable resolution, and DWLLC has reached settlements with hundreds of 5G Network claimants. Many claimants have disputed DWLLC's defenses, and more than 200 lawsuits have been filed against DWLLC by tower lessors and other 5G Network counterparties. These lawsuits generally assert claims for breach of contract or unlawful detainer and seek declaratory relief, damages, and possession of property with respect to DWLLC's purported performance obligations under 5G Network leases and other contracts following EchoStar's entry into the AT&T License Purchase Agreement and the SpaceX License Purchase Agreement. In particular, these plaintiffs seek damages for, among other things, unpaid rent, future rent obligations, equipment removal costs, and other amounts allegedly owed under the applicable agreements. In the aggregate, the asserted damages in these tower lease and infrastructure-related actions total more than $6 billion dollars, far exceeding the DWLLC's available assets and ability to pay. DWLLC continues to vigorously defend against and dispute these claims.

Eight lawsuits also name EchoStar or another non-Debtor affiliate as a defendant and assert claims for tortious interference with contract, alleging that EchoStar or the applicable non-Debtor affiliate intentionally and improperly directed DWLLC to repudiate its contractual obligations to counterparties through baseless invocations of *force majeure*, frustration of purpose, and impossibility. EchoStar has filed motions to dismiss in two of these actions, both pending in the District of Colorado. Approximately 85 of these cases have advanced past the pleading stage into the early stages of discovery. There are currently three dispositive motions pending: a motion for judgment on the pleadings against DWLLC in *SBA Telecommunications, LLC et al v. DISH Wireless L.L.C.*, Docket No. 1:26-cv-00218 (W.D.N.Y. Feb 05, 2026), and motions to dismiss filed on behalf of EchoStar in *Aircomm of Avon, L.L.C. et al v. DISH Wireless LLC*, Docket No. 1:25-cv-03756 (D. Colo. Nov 20, 2025) and *Comcast Business Communications, LLC v. DISH Wireless L.L.C. et al*, Docket No. 1:26-cv-00824 (D. Colo. Feb 27, 2026). Discovery is also underway in several actions, though it is in the preliminary stages. On March 2, 2026, DWLLC filed a motion with the Judicial Panel on Multidistrict Litigation (the "JPML") seeking transfer and consolidation of 10 pending federal actions into a single multidistrict litigation proceeding in the District of Colorado. On June 4, 2026, the JPML denied DWLLC's motion because "[t]he limited factual overlap among these actions is overshadowed by numerous case-specific factual and legal questions." *In re DISH Wireless L.L.C. Commc'n Towers Contract Litig.*, MDL No. 3182, ECF No. 106 at 2 (J.P.M.L. June 4, 2026).

7. Appointment of Independent Managers

On February 16, 2026, Gerard Uzzi and Vikram Jindal were appointed to the Board of Managers of DWLLC as the Independent Managers. On March 3, 2026, the Board of Managers (excluding the Independent Managers) unanimously approved the formation and appointment of the DWLLC Special Committee comprised of the Independent Managers, having concluded that the Independent Managers possess no material business relationships, close personal relationships,

or other affiliations, or any history of any such material business relationships, close personal relationships, or other affiliations, with the Company or any of its related parties that would cause either of them to be unable to (a) exercise independent judgment based on the best interests of the Company or (b) make decisions and carry out their responsibilities as members of the Board of Managers, in accordance with the terms of DWLLC's operating agreement and applicable law.

The Board of Managers delegated to the DWLLC Special Committee the tasks of: (a) reviewing and evaluating DWLLC's capital structure, assets, liabilities, operations, liquidity, and general financial condition and considering, evaluating, and negotiating financing transactions, restructuring transactions, and/or other strategic alternatives for DWLLC and its stakeholders, including the possibilities of undertaking a strategic, restructuring, financing, and/or any sale transaction or series of such transactions (each, a "Transaction") involving DWLLC or its subsidiaries, and approving and implementing any such Transaction, in each case to the extent that the Board of Managers or the DWLLC Special Committee reasonably determines that such matter or matters present an actual or potential conflict of interest between DWLLC or its subsidiaries, on the one hand, and EchoStar or one or more of its subsidiaries (other than DWLLC or its subsidiaries), on the other hand; (b) conduct an independent investigation and assess the merits and potential value of any potential Claims and Causes of Action held by DWLLC or its subsidiaries against one or more of EchoStar or its subsidiaries (other than DWLLC or its subsidiaries); and (c) take any and all actions necessary or desirable in connection with the foregoing, including the authority to retain independent advisors. The DWLLC Special Committee retained Dentons US LLP as its counsel to advise and support the DWLLC Special Committee in the discharge of its duties pursuant to an engagement letter dated March 11, 2026. DWLLC also retained FTI Capital Advisors, LLC ("FTICA") to advise on one or more Transactions pursuant to an engagement letter dated June 17, 2026. FTICA is working at the direction of the DWLLC Special Committee to market the DISH Wireless Debtors' assets.

Following its appointment, the DWLLC Special Committee commenced an investigation relating to the Stalking Horse APA described in greater detail in Article VI.F of this Disclosure Statement, under which the DISH Wireless Debtors had proposed to sell substantially all of their assets to EchoStar (as Stalking Horse), which is the ultimate parent of the DISH Wireless Debtors, subject to higher or better bids. The DWLLC Special Committee, with the assistance of Dentons, assessed the existence of potential Claims or Causes of Action that the DISH Wireless Debtors may hold against certain insiders and other affiliated Entities, whether the DISH Wireless Debtors should sell such Claims and Causes of Action, and, if so, whether the consideration under the Stalking Horse APA provides sufficient value in exchange for such Claims and Causes of Action. The DISH Wireless Debtors, at the direction of the DWLLC Special Committee, reserved the right to exercise their "fiduciary out" in accordance with the terms of the Stalking Horse APA based on the results of the DWLLC Special Committee's investigation.

Following its investigation, the DWLLC Special Committee determined not to proceed with a transaction that includes the sale of the Claims or Causes of Action. Accordingly, the DISH Wireless Debtors have amended the Plan to provide that the Retained Causes of Action shall be preserved and vested in the Special Governance Committee (with respect to Related Party Retained Causes of Action) or the Post-Effective Date DISH Wireless Debtors (with respect to the Other Retained Causes of Action) for the benefit of Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds. From and after the Effective Date, only the DWLLC

Special Committee shall have the authority to prosecute, settle, or otherwise resolve the Related Party Retained Causes of Action.

C. Negotiations with the Ad Hoc Group and Entry into the Restructuring Support Agreement

As discussed in greater detail in the disclosure statement for the DBS Plan, the Company engaged in months-long negotiations with the Ad Hoc Group, ultimately culminating in the Restructuring Support Agreement.

Under the Restructuring Support Agreement, the Company Parties were entitled to notify counsel to the Ad Hoc Group, on or before March 31, 2026—as such date was extended by the Company Parties to June 29, 2026—of their intent, subject to approval by their respective boards of directors or managers, to implement the Restructuring Support Agreement transactions through pursuit of chapter 11 cases and confirmation of the Plan (the "Chapter 11 Election"). The recovery allocations annex to the Restructuring Support Agreement provides that if the Company Parties make the Chapter 11 Election, then, concurrently with the Company Parties' delivery of written notice thereof, the Company Parties may determine to implement the provisions set forth on such annex, including:

(a) the commencement of Chapter 11 Cases for DWLLC and such subsidiaries and affiliates necessary or desirable to implement the RSA transactions;

(b) as partial consideration for the agreements of the Consenting Creditors under the RSA, DNC will assign to DBS, and DBS shall assign to the DWLLC Claims Trust its claims against DWLLC under the DWLLC Intercompany Loan, in the aggregate principal amount of $$8,856,507,760.88, including principal and accrued interest, up to the DWLLC Recovery Cap, with any DWLLC Excess Recovery to be applied to repay principal and accrued interest under the 2028 Senior Secured Notes, and any DWLLC Residual Recovery to be applied to repay principal and accrued interest under the 2028 Senior Notes and 2029 Senior Notes, in each case as set forth in the Plan; and

(c) prior to the commencement of Chapter 11 Cases, the intercompany loan from EchoStar Financing L.L.C. to DWLLC, in the principal amount of $3,890,491,943.00, shall be contributed to DWLLC such that the loan shall have been extinguished as of the date of commencement of Chapter 11 Cases.

Under the Restructuring Support Agreement, holders of 2028 Senior Secured Notes, 2028 Senior Notes, and 2029 Senior Notes, as beneficiaries of the DWLLC Claims Trust, were originally contemplated to vote on the Plan as holders of DWLLC Intercompany Loan Claims[46]; however, under the Plan, the DWLLC Intercompany Loan Claims shall not be entitled to vote to

[46] At the July 23, 2026 hearing, the Bankruptcy Court ruled that Holders of 2028 Senior Secured Notes, 2028 Senior Notes, and 2029 Senior Notes, as beneficiaries of the DWLLC Claims Trust, are permitted to vote on the Plan, but that the Bankruptcy Court will determine whether such votes should be counted. The Plan provides that Holders of the DWLLC Intercompany Loan shall not be entitled to vote to accept or reject the Plan unless otherwise agreed pursuant to the terms of a settlement approved by the Bankruptcy Court.

accept or reject the Plan dated September 12, 2026 unless otherwise agreed pursuant to the terms of a settlement approved by the Bankruptcy Court. Such holders remain entitled to recover, to the extent allowed, from DWLLC's estate, with the allocation of any such recoveries subject to the DWLLC Recovery Cap, the DWLLC Excess Recovery, and the DWLLC Residual Recovery, in each case to optionally redeem pro rata the applicable redemption price under the relevant indentures (up to the DWLLC Recovery Cap) or at par with respect to any DWLLC Excess Recovery or DWLLC Residual Recovery. For the avoidance of doubt, application of the foregoing recoveries to redeem 2028 Senior Secured Notes is in addition to, and not in lieu of, the DBS Cash Sweep.

On June 29, 2026, the DBS Debtors (with the approval of the DBS board of directors) formally notified the Consenting Creditors of the Chapter 11 Election and the DISH Wireless Debtors (with the approval of their respective boards of managers and the DWLLC Special Committee) agreed to become parties to the Restructuring Support Agreement.

Also on June 29, 2026, in accordance with section 4(e) of the Restructuring Support Agreement, the Debtors commenced solicitation of votes to accept or reject the DBS Plan from holders of DBS Notes (with respect to the DBS Debtors) and to accept or reject the Plan from holders of DISH Wireless General Unsecured Claims (with respect to the DISH Wireless Debtors).

D. FCC Trust and Security Agreement

On September 18, 2025, AT&T and EchoStar filed applications pursuant to section 310(d) of the Communications Act of 1934, as amended, seeking the consent of the FCC to assign EchoStar's 3.45 GHz and 600 MHz wireless spectrum licenses to AT&T under the AT&T License Purchase Agreement. On the same date, the Spectrum Trust, SpaceX, and EchoStar filed applications seeking the FCC's consent to a two-step assignment whereby EchoStar's AWS-4 and AWS-H Block wireless spectrum licenses and several earth station licenses would be assigned to the Spectrum Trust and then, approximately two years later, to SpaceX under the terms of the Original SpaceX License Purchase Agreement. On November 10, 2025, the Spectrum Trust, SpaceX, and EchoStar amended their pending applications and filed two new applications with the FCC to add EchoStar's unpaired AWS-3 licenses to the assignment applications from EchoStar ultimately to SpaceX under the A&R SpaceX License Purchase Agreement.

1. The FCC May 2026 Orders

On May 12, 2026, the FCC Wireless Bureau of the FCC entered orders approving the AT&T Transactions and the SpaceX Transactions (the "FCC May 2026 Orders"). As a condition to that approval, the FCC Wireless Bureau imposed a single limited trust fund condition requiring the $2.4 billion Contribution be deposited into the trust within thirty (30) days of closing of the AT&T Transactions (which closed on July 28, 2026) to help pay obligations to 5G Network claimants that obtain a final judgment or arbitration award against, or may enter into a settlement with, EchoStar, DNC, DWLLC or any of their affiliates (each, an "EchoStar Party") for amounts due in connection with the construction, operation, maintenance, building, decommissioning, and/or provisioning of goods or services related to or arising out of the communications sites and/or communications network associated with certain of the licenses being assigned in the AT&T Transactions (collectively, the "Covered Activities"). A claim for such a final judgment, arbitration award, or settlement, prior to a determination that such claim is eligible to receive a distribution from the FCC Trust, is referred to as a "Covered Claim" and a holder of such Covered Claim a "Claimant". A Covered Claim is eligible for a distribution from the FCC Trust, and the

Trustee is bound to pay the applicable Claimant in accordance with the FCC Trust Agreement, if it is the subject of a Judicial or Arbitral Claim Determination[47] or a Covered Claim Settlement.[48] No EchoStar Party will obtain possession or control of any portion of the Contribution, which, on July 28, 2026, was remitted to the Trust directly from the proceeds of the AT&T Transactions upon consummation of the assignment.

2. The FCC July 2026 Order

On July 30, 2026, the FCC Wireless Bureau issued the FCC July 2026 Order modifying the FCC May 2026 Orders. The FCC July 2026 Order provides that a claim eligible to recover from the FCC Trust excludes any claims on behalf of EchoStar or its subsidiaries or affiliates, or any assignee thereof, which includes the DWLLC Intercompany Loan Claims and constitutes Other Class 2E Claims under the Plan.[49] The DISH Wireless Debtors modified the Plan to reflect the FCC July 2026 Order.

3. FCC Trust Agreement

In furtherance of these requirements, EchoStar entered into the Trust Agreement (the "FCC Trust Agreement"), dated as of June 26, 2026, with The Bank of New York Mellon, solely in its capacity as trustee (the "Trustee"), establishing the "Wireless Creditor Trust," defined herein as the FCC Trust, for the benefit of (a) the "Beneficiaries" and (b) DWLLC in its capacity as secured party (the "Secured Party") on behalf of 5G Network Claimants holding Eligible Type A Claims against DWLLC. A copy of the FCC Trust Agreement is attached to the Plan as Exhibit A to the Plan. The FCC Trust was created for the purpose of holding, administering, and liquidating the Contribution and any income, proceeds or other earnings received by the FCC Trust thereon (the "Trust Assets"), distributing Trust Assets to the Beneficiaries and the Secured Party, verifying the validity and eligibility of Covered Claims (such Covered Claims, "Eligible Covered Claims"),[50] granting and perfecting security interests with respect to the Type A Claims Reserve in support of the entitlement of Type A Claims to distributions, and performing such other duties as set forth in the Trust Agreement. The FCC Trust has been established pursuant to the FCC's orders approving the AT&T Transaction and the SpaceX Transactions for the purpose of resolving tort, breach of

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[47] "Judicial or Arbitral Claim Determination" means any final and non-appealable judgment by or order of a court of competent jurisdiction or a final and binding arbitration award that is no longer subject to appeal or any analogous challenge or review, in either case awarding or allowing damages under applicable law against an EchoStar Party for a Covered Claim, including as such damages shall have been reduced by the Claimant's duty to mitigate damages.

[48] "Covered Claim Settlement" means any definitive written settlement between a Claimant and one or more EchoStar Parties providing that such Claimant's Covered Claim is an Eligible Covered Claim, providing whether such Eligible Covered Claim is a Type A Claim, a Type B-1 Claim, or a Type B-2 Claim, and fixing the amount of such Eligible Covered Claim, and under which all conditions to effectiveness have been satisfied or waived.

[49] To preserve its rights, on August 31, 2026, EchoStar submitted to the EchoStar Application, asserting that nothing in the FCC May 2026 Orders or the FCC Trust Documents precludes the payment of FCC Trust Assets to EchoStar and its subsidiaries. As of the date of this Disclosure Statement, the EchoStar Application remains pending.

[50] Eligible Covered Claims include Eligible Type A Claims, Eligible Type B-1 Claims, and Eligible Type B-2 Claims, as described below and in the FCC Trust Agreement.

contract, or other Covered Claims and will remain subject to the Bureau's continuing jurisdiction in accordance with the Orders and the Trust Agreement.

4. Covered Claim Categories

The Trust Agreement establishes three priority-based categories of Covered Claims, and distributions follow a strict waterfall:

(a) A "Type A Claim" is a Covered Claim for $100,000 or less in damages, including a Covered Convenience Claim. A "Covered Convenience Claim" arises where a Claimant holding a Covered Claim in an amount exceeding $100,000 agrees to voluntarily reduce its claim to $100,000 and be treated in all respects as a Type A Claim. The Trust is required to make full distributions on an Eligible Type A Claim from the Type A Claims Reserve promptly after the Trustee determines that such Type A Claim is an Eligible Covered Claim. Any distribution made by the Trustee to DWLLC, as the Secured Party, on account of an Eligible Type A Claim may be paid or transferred to the applicable Claimant only after entry of the Secured Party Distributions Order, which shall then be in effect and not have been stayed. The Trust also retains discretion, for administrative convenience, to elect to make distributions on any Eligible Type A Claim directly to the applicable Claimant on five (5) Business Days' notice to DWLLC notwithstanding DWLLC's security interest in the Type A Claims Reserve.

(b) A "Type B-1 Claim" is a Covered Claim to the extent it is for (i) outstanding amounts due as of the earlier of December 31, 2025 or the date the Claimant received notice from an EchoStar Party that it is excused from its obligations under the agreements underlying the Covered Claim, and/or (ii) amounts expended or reasonably expected to be expended by the completion of the Covered Activities (e.g., costs for decommissioning towers and cell sites, costs for electricity used). The Trust is required to make the first distribution on an Eligible Type B-1 Claim within thirty (30) days of the first Semi-Annual Determination Date following the Trustee's determination that such Type B-1 Claim is an Eligible Covered Claim, subject to maintenance of the Type A Claims Reserve, and to continue making distributions within 30 days after each subsequent Semi-Annual Determination Date until all Eligible Type B-1 Claims are paid in full or, if insufficient Trust Assets remain, such claims receive pro rata distributions from remaining Trust Assets.

(c) A "Type B-2 Claim" is a Covered Claim to the extent it is for (i) lost future[51] rents or profits and other future amounts (e.g., future taxes, insurance) due under agreements (including leases) for Covered Activities that have been terminated, and/or (ii) costs incurred for Covered Activities that the Claimant reasonably expected to be paid out of future receipts. If, after five years from August 26, 2026, which is the date on which the FCC Trust began accepting Covered Claim Submissions (the "Claims Opening Date"), all Eligible Type A Claims and Eligible Type B-1 Claims have received distributions

[51] For the avoidance of doubt, as used in the definition of a "Type B-2 Claim," the term "future" refers to amounts (including lost future rents or profits and other future amounts) that were not outstanding as of the applicable Type B-1 cutoff date—i.e., the earlier of (a) December 31, 2025 or (b) the date the Claimant received notice from an EchoStar Party that it is excused from its obligations under the agreements underlying the Covered Claim; thus, the term "future" does not solely relate to amounts accruing after the Petition Date.

sufficient to satisfy them in full and sufficient Trust Assets remain to pay all Trust Expenses, then the Trust shall make distributions sufficient to satisfy each Eligible Type B-2 Claim in full or, if insufficient Trust Assets remain, such claims shall receive pro rata distributions. If all Eligible Type A Claims and Eligible Type B-1 Claims have been paid in full before five years from the Claims Opening Date, the Trustee may accelerate distributions to Eligible Type B-2 Claims.

As stated below, each Claimant that makes a Covered Claim Submission must indicate the extent to which its Covered Claim is a Type A Claim, Type B-1 Claim, or Type B-2 Claim and the amount of such Covered Claim within each category. If the Covered Claim includes both a Type B-1 Claim and a Type B-2 Claim, the Claimant must specify the dollar amount of each such component of its Covered Claim in its Covered Claim Submission.

The DISH Wireless Debtors estimate that most Covered Claims, by amount, relate to lost future rents and profits and other future amounts due, which fall within the definition of Type B-2 Claims. The ultimate determination of whether any Covered Claim Submission by the DWLLC Claims Trust or any other claimant constitutes an Eligible Covered Claim giving rise to a right to receive distributions from the FCC Trust rests solely with the Trustee of the FCC Trust.

5. Type A Claims Reserve

Central to the priority structure of the Trust Agreement is the Type A Claims Reserve. Upon receipt of the Contribution, the Trustee is required to cause $200 million to be deposited into the Type A Claims Reserve, a segregated bank account of the Trust subject to the terms of the Trust Agreement. The Trustee must maintain the Type A Claims Reserve at all times in an amount sufficient to satisfy in full all Type A Estimated Eligible Claims and initial Trust Expenses, and no distribution on account of an Eligible Type B-1 Claim or Eligible Type B-2 Claim may be made unless, after giving effect to such distribution, the Trust retains Trust Assets in an amount at least equal to the Type A Claims Reserve. If all Eligible Type A Claims are paid in full, any remaining amounts in the Type A Claims Reserve become available for distribution to other Eligible Covered Claims.

To further support the entitlement of Eligible Type A Claims to receive distributions, and following the DWLLC Special Committee's deliberation and approval, the Trustee entered into a security agreement (the "Security Agreement") in favor of DWLLC (on behalf of claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), granting a security interest over all of the Trustee's right, title, and interest in and to the Type A Claims Reserve. The Trustee also entered into a deposit account control agreement (the "Control Agreement") among the Trustee, DWLLC (as the Secured Party), and the bank at which the Type A Claims Reserve is maintained, pursuant to which the security interest in the Type A Claims Reserve is perfected by control, together with the filing of one or more UCC financing statements. The "Collateral" under the Security Agreement consists of the Type A Claims Reserve, the Secured Trust Account (or any replacement or substitution thereof, or any account that otherwise holds the Type A Claims Reserve from time to time), together with any monies, securities, or instruments deposited or required to be deposited in such Secured Trust Account, all Security Entitlements in and to the foregoing, and all proceeds thereof. The security interest secures only the Trust's obligations to make distributions to Claimants holding Eligible Type A Claims against the Secured Party (the "Specified Purpose"), with Eligible Type A Claims determined, liquidated, or fixed by a Judicial or Arbitral Claim Determination or a Covered Claim Settlement, subject to entry of the Secured

Party Distributions Order. The Trustee, as Grantor, has good and valid title to the Collateral, free and clear of all liens other than the security interest granted to the Secured Party, and such security interest constitutes a first-priority perfected security interest in the Collateral, subject to no prior or pari passu liens.

6. Covered Claim Submissions[52]

With respect to the process for making Covered Claim Submissions, within 30 days of Claims Opening Date, (a) the Trustee is required to (i) establish an online portal (the "Trust Website") for the submission of Covered Claims and (ii) begin accepting Covered Claim Submissions and (b) EchoStar is required to give notice to all known or reasonably ascertainable potential Claimants of the establishment of the FCC Trust and the Trust Website, though such notice shall not be deemed an admission that any potential Claimant holds an Eligible Covered Claim. Each Claimant's Covered Claim Submission Deadline is the later of 180 days after the Claims Opening Date (as the Trustee may extend from time to time with EchoStar's prior written consent) and forty-five (45) days after a Judicial or Arbitral Claim Determination or Covered Claim Settlement, and any Claimant that fails to submit by the deadline is forever barred from asserting its Covered Claim against the FCC Trust and from receiving distributions. For the avoidance of doubt, a determination by the Bankruptcy Court regarding the allowance and amount of a Class 2D or Class 2E claim in these Chapter 11 Cases that is not subject to appeal or any analogous challenge or review constitutes a "Judicial or Arbitral Claim Determination" for purposes of a Covered Claim Submission. Accordingly, a Holder of a Class 2E DISH Wireless General Unsecured Claim (*i.e.*, FCC-Trust Eligible Claim) will know how its Claim has been adjudicated by the Bankruptcy Court before determining whether to receive treatment under the Plan or to make the FCC Trust Election. A Disputed Claim or a claim that is otherwise unresolved does not qualify as an Eligible Claim under the FCC Trust Agreement and may not recover from the FCC Trust.

For each Covered Claim Submission, the Trustee determines whether the Covered Claim is an Eligible Covered Claim, and a Covered Claim may be determined eligible only if the Claimant has obtained a Judicial or Arbitral Claim Determination or entered into a Covered Claim Settlement and timely made the Covered Claim Submission in the manner specified on the Trust Website, including by:

i. if applicable, uploading to the Trust Website a true and correct copy of a Judicial or Arbitral Claim Determination, including, if applicable, any determination that the Covered Claim is an Eligible Covered Claim, including any determination by such court or tribunal regarding the extent to which such Eligible Covered Claim is a Type A Claim, Type B-1 Claim, or Type B-2 Claim and the amount of such Eligible Covered Claim within each category;

ii. uploading to the Trust Website documentation sufficient to demonstrate the extent to which the Judicial or Arbitral Claim Determination or Covered Claim

[52] For the avoidance of doubt, recovery from the FCC Trust is not available to Holders of Disputed Claims or otherwise unresolved claims, and the amount of any Eligible Covered Claim entitled to a distribution from the FCC Trust will be the Allowed amount of such Holder's Covered Claim as determined by a Judicial or Arbitral Claim Determination (e.g., the Bankruptcy Court claims reconciliation process) or resolved pursuant to a Covered Claim Settlement.

Settlement is for a Covered Claim, which documentation may include copies of relevant agreements, invoices or correspondence;

iii. if the category or categories of the Covered Claim and corresponding amount or amounts shall not have been determined by a Judicial or Arbitral Claim Determination or Covered Claim Settlement, asserting the extent to which the Covered Claim is a Type A Claim, Type B-1 Claim, or Type B-2 Claim; provided that, if the Covered Claim includes both a Type B-1 Claim and a Type B-2 Claim, the Claimant shall specify the dollar amounts of each such component of its Covered Claim;

iv. if the Claimant holds a Covered Claim in an amount that exceeds $100,000.00, indicating whether the Claimant agrees to voluntarily reduce its claim to $100,000.00 and be treated in all respects as a Type A Claim; and

v. certifying that Claimant has not received any Third-Party Payment or, if the Claimant has received a Third-Party Payment, specifying the aggregate amount thereof.

Upon determining that a Covered Claim is eligible, the Trustee promptly notifies the Claimant of the determination and the projected timing of any distribution. If the Trustee determines that a claim is not eligible (a "Denied Claim"), the Trustee promptly notifies the Claimant with a reasonably detailed explanation. A Claimant's sole recourse with respect to the Trustee's determination is to make a Reconsideration Request or to proceed before a court of competent jurisdiction seeking relief with respect to (i) its Denied Claim or (ii) the amount(s) or allocation of its Eligible Covered Claim as between a Type A Claim, a Type B-1 Claim, and a Type B-2 Claim, in each case within 30 days of the applicable notice; any Claimant that fails to do so by such deadline is deemed to accept the determination.

7. Recovery Sources

Any Claimant that makes a Covered Claim Submission agrees that the FCC Trust is its sole source of recovery on account of its Covered Claim (except as any EchoStar Party may otherwise agree), and that, subject to execution of a release in form and substance acceptable to EchoStar and DWLLC, such submission constitutes a voluntary irrevocable waiver and release of any legal rights the Claimant may have against any EchoStar Party to otherwise recover against or enforce the underlying determination or settlement. Any distribution by the FCC Trust to a Claimant on account of an Eligible Covered Claim is subject to the Claimant's execution of a full and complete release and discharge of any and all Covered Claims against the EchoStar Parties, in a form prepared and promulgated by the Trustee that is acceptable to EchoStar and DWLLC.

With respect to payments from other sources, distributions to a Claimant shall be reduced by the aggregate amount of any "Third-Party Payments"—*i.e.*, payments received by the Claimant on account of its Covered Claim from any source other than the FCC Trust, including under the Plan—and no Claimant shall recover more than the full amount of its Eligible Covered Claim from the FCC Trust or DWLLC, as Secured Party, including after taking into account any Third-Party Payments. If a Claimant receives any Third-Party Payment after making a Covered Claim Submission, the Claimant must notify the Trustee within ten (10) Business Days, and any failure to provide timely notice after receiving a distribution will result in the Claimant owing the FCC

Trust annualized interest at the federal judgment rate on the amount of the Third-Party Payment for each Business Day after the ten (10)-day notice period until the Trustee is notified.

8. Termination of the FCC Trust

The FCC Trust will terminate upon the earlier of satisfaction of all Trust Expenses and all obligations owed in connection with Eligible Covered Claims in full, or distribution of all Trust Assets on account of Eligible Covered Claims, at which time any remaining Trust Assets (including all amounts earned thereon) are returned to EchoStar. If the FCC Trust has not been terminated by the date that is five years from the FCC Trust Effective Date (the "Outside Termination Date"), the Trustee shall distribute all Trust Assets to Beneficiaries and DWLLC, as Secured Party, and pay any remaining Trust Assets to EchoStar, and the FCC Trust shall dissolve. If Trust Assets remain, the Bureau may order in its reasonable discretion that the FCC Trust remain open for additional time. The FCC Trust may not be terminated by the Beneficiaries or DWLLC.

E. The DIP Facility

Prior to the Petition Date, the DISH Wireless Debtors obtained a commitment for post-petition financing to fund the administration of the DISH Wireless Debtors' estates during these Chapter 11 Cases pursuant to that certain Debtor-In-Possession Loan and Security Agreement (the "DIP Credit Agreement"), with EchoStar, as lender (in such capacity, the "DIP Lender"), DWLLC, as borrower, and each other DISH Wireless Debtor as guarantor, which provides for a secured, junior, multi-draw debtor-in-possession term loan facility (the "DIP Facility") in an aggregate principal amount of up to $85 million (subject to reduction as provided under the DIP Credit Agreement) to be used in accordance with an approved 13-week cash flow forecast (the "Approved Budget") for the general corporate purposes of DWLLC and the other DISH Wireless Debtors. On the Petition Date, the DISH Wireless Debtors filed a motion seeking entry of an order of the Bankruptcy Court authorizing entry into the DIP Facility on the terms set forth in the DIP Credit Agreement (the "DIP Motion") [Dkt. No. 19].[53]

F. The Stalking Horse APA

As described elsewhere in this Disclosure Statement, the DISH Wireless Debtors intend to sell substantially all of their assets to maximize value for the benefit of their estates and creditors. To that end, DWLLC and certain of its subsidiaries previously entered into the Asset Purchase Agreement (the "Stalking Horse APA") with EchoStar, which is the ultimate parent of the DISH Wireless Debtors, under which EchoStar has agreed to serve as a stalking horse and is proposing to acquire substantially all of the assets of the DISH Wireless Debtors (in such capacity, the "Stalking Horse Bidder").[54] Under the Stalking Horse APA, the DISH Wireless Debtors agreed to sell, transfer, and assign to the Stalking Horse Bidder substantially all of the Selling Entities' assets, properties, and rights of every kind and nature, wherever located, that are specified and

[53] All summaries in this Disclosure Statement of the terms of the DIP Facility are qualified in their entirety by reference to the applicable provisions of the DIP Credit Agreement and proposed interim and final orders granting the relief requested in the DIP Motion. To the extent of any inconsistency between the summaries in this Disclosure Statement and the terms of the applicable documents, the terms of the applicable transaction documents shall control. The terms of the DIP Facility apply only if the DIP Motion is approved.

[54] Notwithstanding anything to the contrary herein, the Plan provides that Retained Causes of Action shall vest in and be preserved for the Post-Effective Date DISH Wireless Debtors.

defined therein as "Purchased Assets" (collectively, the "Purchased Assets"), under sections 105 and 363 of the Bankruptcy Code, free and clear of all encumbrances, claims, interests, and liabilities (other than Permitted Encumbrances and Assumed Liabilities, each as defined in the Stalking Horse APA), subject to the entry of a sale order by the Bankruptcy Court and the investigation conducted by the DWLLC Special Committee. The DISH Wireless Debtors, with the assistance of FTICA, are conducting a marketing process for the DISH Wireless Debtors' assets.

The DISH Wireless Debtors' entry into the Stalking Horse APA for the sale of all or substantially all of their assets has been challenged by numerous parties in these Chapter 11 Cases. In particular, the sale of the Claims and Causes of Action has been scrutinized by the Creditors' Committee and the DWLLC Special Committee. The DWLLC Special Committee has since determined not to proceed with a transaction that includes the sale of the Claims or Causes of Action. Accordingly, the DISH Wireless Debtors have amended the Plan to provide that the Retained Causes of Action shall be preserved and vested in the Post-Effective Date DISH Wireless Debtors for the benefit of Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds. As of the date of this Disclosure Statement, there is no operative Stalking Horse APA or other agreement to purchase the DISH Wireless Debtors' assets that carves out the Claims and Causes of Action.

A hearing to consider the Bidding Procedures Motion has not yet been scheduled.[55]

VII. MATERIAL EVENTS IN THE CHAPTER 11 CASES

A. Commencement of the Chapter 11 Cases

On June 30, 2026 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, thereby commencing the Chapter 11 Cases. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The commencement of the Debtors' Chapter 11 Cases triggered the automatic stay under section 362 of the Bankruptcy Code, which, unless and until lifted, enjoins all collection efforts and actions by creditors, the enforcement of all liens against property of the Debtors and the commencement or continuation of prepetition litigation against the Debtors, including the litigation described in Article VI.B.6 of this Disclosure Statement.

B. First Day Motions Relevant to the DISH Wireless Debtors

On the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Petitions"), the Debtors filed several motions (the "First Day Motions") seeking relief to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations and businesses following the commencement of the Chapter 11 Cases.

[55] All summaries in this Disclosure Statement of the terms of the Stalking Horse APA and the bidding procedures are qualified in their entirety by reference to the applicable provisions of the Stalking Horse APA, such procedures, and the proposed order granting the relief requested in the Bidding Procedures Motion, as each may be amended, supplemented, or otherwise modified from time to time. To the extent of any inconsistency between the summaries in this Disclosure Statement and the terms of the applicable documents (as amended, supplemented, or otherwise supplemented from time to time), the terms of the applicable documents shall control.

The First Day Motions, and all orders for relief entered in the Chapter 11 Cases, are available free of charge at https://dm.epiq11.com/DBS or via PACER at https://www.pacer.gov (for a fee). The following is a brief overview of the first day relief the Debtors sought through the First Day Motions.

1. Debtors' Cash Management Motion

The Debtors maintain a cash management system that enables the Debtors to control and monitor corporate funds, ensure cash availability and liquidity across the Debtors' operations, and reduce administrative expenses by facilitating the movement of funds as needed. On the Petition Date, the Debtors filed a motion seeking authority from the Bankruptcy Court to continue their existing cash management system and practices, honor certain prepetition obligations related thereto, and continue ordinary course intercompany transactions between and among the Debtors and their non-Debtor affiliates and subsidiaries. [Dkt. No. 12]. On July 1, 2026 and July 23, 2026, respectively the Bankruptcy Court granted the relief requested on an interim and final basis. [Dkt. Nos. 78, 517].

2. Debtors' Shared Services Motion

The Debtors are party to that certain Shared Services Agreement dated as of May 5, 2026 by and among the Debtors and non-Debtors EchoStar and other non-Debtor affiliates, pursuant to which the Debtors receive certain intercompany shared services in support of the Company's overall business operations (the "Shared Services"), which may be provided or paid for by non-Debtor affiliates, and incur related intercompany obligations to reimburse such non-Debtors for costs related to their respective portions of the Shared Services. The Shared Services include, among other things, services related to tax, insurance and surety bonds, utilities, third-party vendors, and employees. In limited circumstances, the Debtors may also provide Shared Services to certain non-Debtor affiliates and are owed reimbursements on account of such services.

On the Petition Date, the Debtors filed a motion requesting authority from the Bankruptcy Court to continue operating under the Shared Services Agreement on an interim basis and to assume the Shared Services Agreement on a final basis, including the payment of prepetition intercompany obligations under the Shared Services Agreement. [Dkt. No. 10]. On July 1, 2026 and July 23, 2026, respectively the Bankruptcy Court granted the relief requested on an interim and final basis. [Dkt. Nos. 75, 514].

3. Debtors' Utilities Motion

In the ordinary course of business, the Debtors incur certain expenses related to essential utility services such as power, gas, water, sewer, recycling, trash disposal and waste management, telecommunications and other similar services. To facilitate timely and efficient processing and payment of invoices with respect to these utility services, the Debtors (and their non-Debtor affiliates) contract, in the ordinary course of business, with a payment processor to process and remit payments to certain utility companies on the Debtors' behalf. On the Petition Date, the Debtors filed a motion requesting authority from the Bankruptcy Court to establish adequate assurance deposits for the benefit of utility providers and to pay any fees owed to the payment processor, whether arising pre- or post-petition, in the ordinary course of the Debtors' business. [Dkt. No. 8]. To the extent that the Debtors pay for utilities under the Shared Services Agreement, they will continue to do so postpetition, subject to obtaining Bankruptcy Court approval in

connection with Shared Services. On July 1, 2026, the Bankruptcy Court granted the relief requested. [Dkt. No. 81].

4. Debtors' Bar Date Motion

On the Petition Date, the Debtors filed a motion seeking the Bankruptcy Court's approval to establish bar dates by which creditors of the DISH Wireless Debtors must submit proofs of claim in respect of such creditors' general unsecured claims, governmental claims, and rejection damages claims. [Dkt. No. 14]. On July 9, 2026, the Bankruptcy Court entered an order approving the Debtors' bar date motion [Dkt. No. 262] (the "Bar Date Order"). The Bar Date Order provides that parties that do not file a Proof of Claim by the applicable bar date are forever barred, estopped, and enjoined from asserting such claim against the Debtors. [Dkt. No. 262].

The Bankruptcy Court established the following bar dates: (1) the General Claims Bar Date of August 7, 2026 at 5:00 p.m. (prevailing Central Time); (2) the Governmental Bar Date of December 27, 2026 at 5:00 p.m. (prevailing Central Time); (3) the Rejection Damages Bar Date, which is the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m. (prevailing Central Time) on the date that is twenty-one (21) days after the latest of (i) the proposed date of a rejection, (ii) the date of filing of a Rejection Notice, and (iii) the date of entry of an order by the Bankruptcy Court rejecting the applicable executory contract and unexpired lease; and (4) the Amended Schedules Bar Date, which is the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m. (prevailing Central Time) on the date that is twenty-one (21) days from the date on which the DISH Wireless Debtors serve notice of an amendment to their schedules of assets and liabilities.

5. Debtors' Disclosure Statement Motion

On the Petition Date, the Debtors filed the Plan, the Disclosure Statement, and a motion seeking Bankruptcy Court approval of (1) the Disclosure Statement on a conditional basis, solely to the extent necessary to continue solicitation postpetition, (2) proposed solicitation and voting procedures, the form of Ballots and related notices, and dates and deadlines in connection with Plan solicitation and confirmation, (3) a proposed schedule relating to Plan confirmation, including a combined hearing on final approval of this Disclosure Statement and confirmation of the Plan, and (4) the conditional waiver of a creditors' meeting, schedules of assets and liabilities and statements of financial affairs and related reports for the DBS Debtors.

On July 23, 2026, the Bankruptcy Court held a continued hearing to consider the Disclosure Statement Motion. At the hearing, the Bankruptcy Court indicated that it would approve the motion subject to certain modifications of the revised form of order, the solicitation and voting procedures, and the Ballots and related notices, which modifications have been made and filed with the Bankruptcy Court substantially contemporaneously with this Disclosure Statement.

The proposed Confirmation Schedule is set forth in Article II of this Disclosure Statement.

6. DISH Wireless Debtors' Critical Vendors Motion

As part of their ongoing efforts related to the decommissioning of the legacy wireless 5G network, the DISH Wireless Debtors require various third-party vendors to provide services such as removing and retrieving the DISH Wireless Debtors' equipment from leased property, transporting and storing such equipment, and other related services. On the Petition Date, the DISH Wireless Debtors filed a motion requesting authority from the Bankruptcy Court to pay

prepetition claims of such vendors and to continue to honor their obligations to such vendors on a postpetition basis. [Dkt. No. 13]. Certain of these vendors are paid directly by DWLLC, and others are paid through the reimbursement mechanism set forth in the Shared Services Motion. On July 1, 2026 and July 23, 2026, respectively, the Bankruptcy Court granted the relief requested on an interim and final basis. [Dkt. Nos. 77, 512].

7. DISH Wireless Debtors' Rejection Procedures Motion

The DISH Wireless Debtors are party to thousands of executory contracts and unexpired lease related to the construction, operation, maintenance, building, decommissioning, and/or provisioning of goods or services related to or arising out of the communications sites and/or communications network associated with the DISH Wireless Debtors' 5G Network. As described in this Disclosure Statement, the DISH Wireless Debtors have asserted *force majeure*, impracticability or impossibility, and frustration of purpose under such leases and contracts to which they are parties and assert that any Claims arising from the termination of such tower leases and contracts should therefore be disallowed. Nevertheless, on the Petition Date, the DISH Wireless Debtors requested the Bankruptcy Court's approval of certain procedures to reject such contracts, which, to the extent still operative, are no longer necessary for their ongoing businesses. [Dkt. No. 16]. The motion also requested authority to remove or abandon personal property of the DISH Wireless Debtors that may be located on or installed in leased premises. After hearings before the Bankruptcy Court on July 1 and July 8, 2026, the Bankruptcy Court the Bankruptcy Court entered the order approving the rejection procedures on July 14, 2026. [Dkt. No. 294] (the "Rejection Procedures Order").

In accordance with the Rejection Procedures Order, the Debtors filed sixty notices of rejection of certain Executory Contracts and/or Unexpired Leases [Dkt. Nos. 295–349, 387, 714–15, 1251, 1440] (collectively, the "Rejection Notices"). To the extent an applicable counterparty to an Executory Contract or Unexpired Lease listed on a Rejection Notice wishes to assert a Claim with respect to rejection of such Executory Contract or Unexpired Lease, such Claim must be filed on or before the later of (i) the General Claims Bar Date, and (ii) 5:00 p.m. prevailing Central Time on the date that is twenty-one (21) days after the latest of (A) the Rejection Date, (B) the date of filing of a Rejection Notice, and (C) the Date of entry of an order rejecting the applicable Executory Contract or Unexpired Lease as applicable. As of the date of this Disclosure Statement, the Bankruptcy Court has entered sixty-four orders authorizing the rejection of certain Executory Contracts and/or Unexpired Leases [Dkt. Nos. 972–75, 977–83, 919–23, 925, 927–29, 931–32, 934, 936, 938, 940, 942–44, 946–50, 952, 954–55, 957–61, 984–85, 1004, 1083, 1085, 1153, 1154, 1174, 1175, 1177, 1272, 1274–77, 1373–74].

C. DISH Wireless Debtors' DIP Motion

On the Petition Date, the DISH Wireless Debtors filed a motion seeking Bankruptcy Court approval, on regular notice and on a final basis, to enter into the DIP Facility described in Article VI.E of this Disclosure Statement. The DIP Facility with EchoStar provides up to $85 million of aggregate secured superpriority DIP Financing (subject to reduction as provided under the DIP Credit Agreement) to fund the DISH Wireless Debtors' Chapter 11 Cases, subject to an approved budget. The DIP Financing is secured by a lien on all of the DISH Wireless Debtors' assets, junior to the liens securing the Prepetition Secured Loan.

D. DISH Wireless Debtors' Bidding Procedures Motion

As described in Article VI.F and elsewhere in this Disclosure Statement, the DISH Wireless Debtors anticipate conducting a sale of substantially all of their assets to maximize value for the benefit of their estates and creditors. On the Petition Date, the DISH Wireless Debtors filed a motion seeking Bankruptcy Court approval of bidding procedures in connection with one or more sales, dates and deadlines relating to such sale(s), the form and manner of notices relating to such sales, and entry into the Stalking Horse APA with EchoStar, which is the ultimate parent of the DISH Wireless Debtors, as the Stalking Horse Bidder. [Dkt. No. 15].

The DISH Wireless Debtors' entry into the Stalking Horse APA for the sale of all or substantially all of their assets has been challenged by numerous parties in these Chapter 11 Cases. In particular, the sale of the Claims and Causes of Action has been scrutinized by the Creditors' Committee and the DWLLC Special Committee. The DWLLC Special Committee has since determined not to proceed with a transaction that includes the sale of the Claims or Causes of Action. Accordingly, the DISH Wireless Debtors have amended the Plan to provide that the Retained Causes of Action shall be preserved and vested in the Post-Effective Date DISH Wireless Debtors for the benefit of Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds. As of the date of this Disclosure Statement, there is no operative Stalking Horse APA or other agreement to purchase the DISH Wireless Debtors' assets that carves out the Claims and Causes of Action.

A hearing to consider the Bidding Procedures Motion has not yet been scheduled.

E. Schedules and Statements

On the Petition Date, the DISH Wireless Debtors filed their respective Schedules and Statements and the global notes regarding the Schedules and Statements.

F. Appointment of the Creditors' Committee and Scheduling of Section 341 Creditors' Meeting

On July 12, 2026, the United States Trustee appointed nine creditors to the Creditors' Committee pursuant to section 1102(a)(1) of the Bankruptcy Code. [Dkt. No. 276]. The members of the Creditors' Committee include: (1) American Tower,[56] (2) Bluebird Network LLC, (3)

[56] "American Tower" means, collectively American Towers LLC, American Tower LLC, SpectraSite Communications, LLC, InSite Wireless Group, LLC, 52 Eighty Tower Partners I, LLC, ACC Tower Sub, LLC, American Tower Asset Sub, LLC, American Tower Asset Sub II, LLC, American Tower Delaware Corporation, American Tower Management, LLC, ATC Green Grass LLC, ATC Iris I LLC, ATC Ponderosa B-I LLC, ATC Ponderosa B-II LLC, ATC Sequoia LLC, ATC South LLC, ATC Tower Services, ATC TRS II LLC, ATC Watertown LLC, ATS-Needham LLC, California Tower, Inc., Central States Tower Holdings, LLC, CNC2 Associates, LLC, DCS Tower Sub, LLC, Global Tower Assets, LLC, Global Tower Assets III, LLC, GRAINCOMM I, LLC, GRAINCOMM II, LLC, GRAINCOMM III, LLC, GRAINCOMM Marketing, LLC, GTP Acquisition Partners II, LLC, GTP Acquisition Partners III, LLC, GTP Infrastructure I, LLC, GTP Infrastructure II, LLC, GTP Infrastructure III, LLC, GTP South Acquisitions II, LLC, GTP Structures I, LLC, GTP Towers I, LLC, GTP Towers II, LLC, GTP Towers IV, LLC, GTP Towers V, LLC, GTP Towers VII, LLC, GTP Towers VIII, LLC, GTP Towers IX, LLC, InSite Tower Services, LLC, InSite Towers, LLC, InSite Towers Development LLC, InSite Towers Development 2, LLC, IWG II, LLC, IWG Towers Assets I, LLC, IWG Towers Assets II, LLC, MHB Tower Rentals of America, LLC, Municipal Bay, LLC, New Towers LLC, PCS Structures Towers, LLC, Towers of America, L.L.L.P., UniSite, LLC, Vangard

Cablevision Lightpath LLC, (4) CoxCom LLC, (5) Crown Castle,[57] (6) Fox Corporation, (7) Infosys Limited, (8) Nexstar Media Inc., and (9) SBA Telecommunications, LLC ("SBA").[58] Two out of the nine members of the Creditors Committee are creditors of the DBS Debtors (Fox Corporation and Nexstar Media Inc.), while the remaining seven are creditors of the DISH Wireless Debtors. The United States Trustee held the meeting of creditors pursuant to section 341(e) of the Bankruptcy Code on August 12, 2026 at 1:30 p.m. (prevailing Central Time).

G. Voting Estimation Motions and Procedures

As described in Article III.F of this Disclosure Statement, on July 6, 2026, the DISH Wireless Debtors filed the First Voting Estimation Motion seeking to temporarily estimate, for voting purposes, claims against the DISH Wireless Debtors held by 306 lease and contract counterparties that are estimated to exceed $100,000 for voting purposes. The deadline for claimants to object to the First Voting Estimation Motion was July 31, 2026 (unless otherwise extended by the DISH Wireless Debtors). On August 10, 2026, the DISH Wireless Debtors and certain of the counterparties whose claims are the subject of the First Voting Estimation Motion entered into a stipulation under which the parties agreed that the amounts set forth in the First Voting Estimation Motion shall be the amounts in which such counterparties shall be entitled to vote to accept or reject the Plan, which the Bankruptcy Court approved on August 18, 2026. Any

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Wireless, LLC, Alternative Networking LLC, ATC Managed Sites LLC, ATC Ponderosa K LLC, ATC XYZ LLC, Cell Tower Lease Acquisition LLC, Global Tower Holdings, LLC, GTP Structures II, LLC, GTPI Holdco, LLC, IWG-TLA Telecom, LLC, Ulysses Asset Sub I, LLC, Ulysses Asset Sub II, LLC, Repeater Communications Group II, LLC, Repeater Communications Group III, LLC, Repeater Communications Group VI, LLC, T8 Ulysses Site Management LLC, UniSite/Omnipoint FL Tower Venture, LLC, UniSite/Omnipoint NE Tower Venture, LLC, UniSite/Omnipoint PA Tower Venture LLC, and Invisible Towers LLC.

[57] "Crown Castle" means, collectively, Aircomm of Avon, LLC; Atlantic Coast Communications LLC; CCATT LLC; CCTMO LLC; CCTM1 LLC; CCTM2 LLC; Coverage Plus Antenna Systems LLC; Crown Atlantic Company LLC; Crown Castle GT Company LLC; Crown Castle MU LLC; Crown Castle South LLC; Crown Castle Towers 05 LLC; Crown Castle Towers 06-2 LLC; Crown Castle Towers 09 LLC; Crown Communication LLC; Global Signal Acquisitions LLC; Global Signal Acquisitions II LLC; Global Signal Acquisitions III LLC; Global Signal Acquisitions IV LLC; GoldenState Towers, LLC; High Point Management Co. LLC; ICB Towers, LLC; Interstate Tower Communications LLC; IntraCoastal City Towers LLC; Pinnacle Towers Acquisition LLC; Pinnacle Towers Asset Holding LLC; Pinnacle Towers LLC; Pinnacle Towers III LLC; Radio Station WGLD LLC; Shaffer & Associates, Inc.; Sierra Towers, Inc.; Tower Development Corporation; Tower Systems LLC; Tower Technology Company of Jacksonville LLC; Tower Ventures III, LLC; WCP Wireless Lease Subsidiary, LLC; TVHT, LLC; Crown Castle AS LLC; MW Cell REIT 1 LLC; Crown Castle USA Inc.; Crown Communication New York, Inc.; and TriStar Investors LLC.

[58] "SBA" means, collectively, SBA Network Services, LLC, SBA Telecommunications, LLC, SBA Site Management, LLC, SBA GC Towers, LLC, Golden State Licensing LLC, SBA Monarch Steel, LLC, SBA Monarch Towers I, LLC, SBA Monarch Towers III, LLC, SBA Infrastructure, LLC, SBA Puerto Rico, LLC, SBA New Builds BTS West, SBA Properties, LLC, SBA Structures, LLC, SBA Sites, LLC, SBA Steel LLC, SBA Steel II, LLC, SBA 2012 TC Assets, LLC, SBA Towers X, LLC, SBA Towers XI, LLC, SBA Towers III LLC, SBA Towers IV, LLC, SBA Towers V, LLC, SBA Towers VI, LLC, SBA Towers VII, LLC, SBA Towers VIII, LLC, SBA Towers IX, LLC, SBA Towers, LLC, SBA Towers II LLC, SBA BTS, LLC, TV6 Holdings LLC, and any other affiliates of SBA Communications Corporation.

Ballot submitted by a Holder of a Claim that is subject to the First Voting Estimation Motion shall be counted in accordance with the resolution of the First Voting Estimation Motion or as otherwise agreed by the DISH Wireless Debtors and such Holder, without any further action required by such Holder.

As further described in Article III.F of this Disclosure Statement, the DISH Wireless Debtors may also object to Proofs of Claims filed by claimants that were not initially included in the DISH Wireless Debtors' Schedules and Statement.

H. Objection/Motion Related to DWLLC Intercompany Loan Claims

During these Chapter 11 Cases, numerous parties have articulated concerns related to the DWLLC Intercompany Loan Claims, including but not limited to their origin, their validity and voting eligibility, their relation to the DWLLC Claims Trust, and the alleged causes of action, including avoidance actions, related to them. On July 16, 2026, Crown Castle filed *Crown Castle's (I) Objection to DWLLC Intercompany Loan Claim and (II) Motion to Designate, Recharacterize, Disallow, and Estimate Such Claim for Voting Purposes* [Dkt. No. 382] (the "Crown Castle Claim Objection") seeking to (i) designate the DWLLC Claims Trust's vote of the DWLLC Intercompany Loan Claims and disallow such vote for purposes of determining whether the requirements of sections 1126(c) and 1129(a)(10) of the Bankruptcy Code have been satisfied, (ii) recharacterize the DWLLC Intercompany Loan as an equity contribution, (iii) temporarily disallow the DWLLC Intercompany Loan Claims pursuant to section 502(d) of the Bankruptcy Code, and/or (iv) estimate the DWLLC Intercompany Loan Claims at one dollar in amount and one in number for voting purposes. On July 21, 2026, the Creditors' Committee filed a joinder to the Crown Castle Objection. [Dkt. No. 466].

Under the Plan as amended, Holders of the DWLLC Intercompany Loan Claims are not entitled to vote to accept or reject the Plan unless otherwise agreed pursuant to the terms of a settlement approved by the Bankruptcy Court. The Plan was also amended to provide that the Special Governance Committee shall have the exclusive authority to reconcile, object to, prosecute, settle, and otherwise resolve each Other Class 2E Claim, which include the DWLLC Intercompany Loan Claims, in accordance with the Plan. .

I. Creditors' Committee's Motion for Derivative Standing

On August 7, 2026, the Creditors' Committee filed the Committee Standing Motion seeking leave, standing, and authority to prosecute certain estate Claims and Causes of Action in connection with the transfer of the Boost Mobile business on behalf of DWLLC's Estate. The Creditors' Committee alleges that the prepetition transfer of the Boost Mobile business constitutes, among other things, a preferential transfer under section 547(b) of the Bankruptcy Code, a constructive fraudulent transfer under sections 544(b) and 548(a)(1)(B) of the Bankruptcy Code, and an actual fraudulent transfer under sections 544(b) and 548(a)(1)(A) of the Bankruptcy Code. The Creditors' Committee further argues that it should be granted standing to prosecute such Claims and Causes of Action on behalf of DWLLC's Estate because DWLLC has unjustifiably refused to bring such actions, and that prosecuting such Claims and Causes of Action could result in the recovery of billions of dollars of value for the benefit of DWLLC's Estate and Class 2E DISH Wireless General Unsecured Creditors.

Since the filing of the Committee Standing Motion, the DISH Wireless Debtors have amended the Plan to provide that Related Party Retained Causes of Action, which include the

Claims and Causes of Action described in the Committee's Standing Motion, shall transfer to and vest in the Special Governance Committee, as representative of the DISH Wireless Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, shall not be released or discharged under the Plan or Confirmation Order, and, from and after the Effective Date, the Special Governance Committee shall have the exclusive authority to prosecute, settle, or otherwise resolve the Related Party Causes of Action. Under the amended Plan, the Special Governance Committee shall have the exclusive authority to reconcile, object to, prosecute, settle, and otherwise resolve each Other Class 2E Claim, which includes the DWLLC Intercompany Loan Claims, in accordance with the Plan.

Under the Plan, the Special Governance Committee shall consist of three members, and the initial three members of the Special Governance Committee shall be selected by the Creditors' Committee, in consultation with the DWLLC Special Committee.

J. Objections to Proofs of Claim

The General Claims Bar Date was on August 7, 2026. Among the Proofs of Claim submitted by the General Claims Bar Date are the Proofs of Claims of Crown Castle, American Tower, and SBA.

On August 10, 2026, the DISH Wireless Debtors filed the *DISH Wireless Debtors' Omnibus Objection to the Claims of Crown Castle, American Tower, and SBA* [Dkt. No. 906] (the "Omnibus Tower Claims Objection") objecting to the Proofs of Claims of Crown Castle, American Tower, and SBA and reserving the right to amend, modify, or supplement the Omnibus Tower Claims Objection and to file additional objections regarding such claims on any basis after further investigation.

K. FCC Trust

On July 30, 2026, the FCC Wireless Bureau issued the FCC July 2026 Order modifying the FCC May 2026 Orders with respect to the establishment of the FCC Trust. The FCC July 2026 Order provides that a claim eligible to recover from the FCC Trust excludes any claims on behalf of EchoStar or its subsidiaries or affiliates, or any assignee thereof, which includes the DWLLC Intercompany Loan Claims and constitutes Other Class 2E Claims under the Plan.[59] The DISH Wireless Debtors have modified the Plan to reflect the FCC July 2026 Order.

On August 26, 2026, the FCC Trust Trustee caused the Notice of Claims Opening Date to be sent to potential holders of Covered Claims, advising such claimants that the online portal for submitting Covered Claim Submissions to the FCC Trust has been established and is available at www.wirelesscreditortrust.com, and establishing August 26, 2026 as the Claims Opening Date. *See Notice of Claims Opening Date for the Wireless Creditor Trust* [Dkt. No. 1225].

L. DISH Wireless Debtors' Battery Removal Motion

On August 18, 2026, the DISH Wireless Debtors' filed an emergency motion requesting Bankruptcy Court authority to implement a battery removal program to remove and lawfully recycle batteries remaining at sites at no cost to each landlord upon agreement by such landlord.

[59] To preserve its rights, on August 31, 2026, EchoStar submitted to the EchoStar Application, asserting that nothing in the FCC May 2026 Orders or the FCC Trust Documents precludes the payment of FCC Trust Assets to EchoStar and its subsidiaries. As of the date of this Disclosure Statement, the EchoStar Application remains pending.

[Dkt. No. 1122]. The motion further requested that the issuance of any removal offer, entry onto any site, or performance of any removal activities pursuant to the battery removal program would not independently entitle any landlord to any administrative expense on account of such removal, including rent or any access fee. In the event that the landlord does not agree to allow the DISH Wireless Debtors to remove and lawfully recycle batteries, the motion requested that the DISH Wireless Debtors be relieved of any obligation to take any removal or disposal actions or incur any liability or expense related to the batteries. On August 28, 2026, the Bankruptcy Court entered the order approving the motion. [Dkt. No. 1249].

M. Creditors' Committee's Motion to Appoint a Chapter 11 Trustee or Terminate the DISH Wireless Debtors' Exclusive Periods

On September 6, 2026, the Creditors' Committee filed an emergency motion requesting the appointment of a chapter 11 trustee for the DISH Wireless Debtors pursuant to section 1104(a) of the Bankruptcy Code, or, alternatively, terminating the DISH Wireless Debtors' exclusive periods pursuant to section 1121(d) of the Bankruptcy Code. *See Emergency Motion of the Official Committee of Unsecured Creditors for Entry of an Order (I) Appointing a Chapter 11 Trustee for the DISH Wireless Debtors Pursuant to Bankruptcy Code Section 1104(a) or, Alternatively, (II) Terminating the DISH Wireless Debtors' Exclusive Periods Pursuant to Bankruptcy Code Section 1121(d)* [Dkt. No. 1360] (the "Committee Chapter 11 Trustee and Exclusivity Motion"). The Creditors' Committee argues that the relief requested therein is warranted to ensure that the Chapter 11 Cases are overseen and administered by a true independent fiduciary who will act in the interests of the DISH Wireless Debtors' estates and their creditors, rather than by EchoStar. The Creditors' Committee also argues that the DWLLC Special Committee has not taken the necessary steps to demonstrate that it is an independent estate fiduciary, and that the DWLLC Special Committee's involvement cannot cure the DISH Wireless Debtors' alleged fiduciary deficiencies. As an alternative to the appointment of a chapter 11 trustee, the Creditors' Committee requests that the Bankruptcy Court terminate the DISH Wireless Debtors' exclusive periods and permit the Creditors' Committee to file its own chapter 11 plan of liquidation on the basis that the DISH Wireless Debtors have not and will not be able to propose and prosecute a plan that has the support of unsecured creditors.

N. DWLLC Special Committee's Motion for Pause of Litigation and Discovery

On September 7, 2026, the DWLLC Special Committee filed an emergency motion seeking a temporary pause of litigation and discovery involving the DISH Wireless Debtors. *See Emergency Motion of the Special Committee of Independent Managers of DISH Wireless L.L.C. for Status Conference and Temporary Pause of Litigation and Discovery* [Dkt. No. 1363] (the "Litigation Pause Motion"). In the Litigation Pause Motion, the DWLLC Special Committee describes the trajectory of the DISH Wireless Debtors' Chapter 11 Cases as unsustainable and requests that all litigation and discovery be paused immediately allow for settlement discussions or mediation. According to the DWLLC Special Committee, absent prompt settlement, either globally or in the context of a plan of liquidation, conversion of the DISH Wireless Debtors' Chapter 11 Cases to chapter 7 may be the best way to address the DISH Wireless Debtors' liquidity issues and maximizing value for stakeholders.

O. DWLLC Special Committee's Investigation and Report

On March 3, 2026, DWLLC established the DWLLC Special Committee. The DWLLC Special Committee was delegated the task of investigating and assessing the merits and potential

value of any potential Claims and Causes of Action held by DWLLC or its subsidiaries against one or more of EchoStar or its subsidiaries. Prior to the date of this Disclosure Statement, the DWLLC Special Committee commenced an investigation relating to the Stalking Horse APA to assess, among other things, (a) the existence of potential Claims or Causes of Action that the DISH Wireless Debtors may hold against certain insiders and other affiliated entities, (b) whether the DISH Wireless Debtors should sell such Claims and Causes of Action as part of the proposed Sale, and (c) if so, whether the consideration provided under the Stalking Horse APA reflects sufficient value in exchange for such Claims and Causes of Action.

The DWLLC Special Committee's investigation is complete and its report (the "Special Committee Report") detailing its findings is forthcoming.[60] Following its investigation, the DWLLC Special Committee determined not to proceed with a sale of the Clams or Causes of Action, as provided in the Stalking Horse APA.

P. Retention Applications and Objections Thereto

Numerous applications to retain professionals have been filed in these Chapter 11 Cases, including (a) the DISH Wireless Debtors' (i) application to retain White & Case LLP as attorneys [Dkt. No. 693], (ii) application to retain Steptoe LLP as special regulatory and litigation counsel [Dkt. No. 695], which was approved on August 26, 2026 [Dkt. No. 1212], (iii) application to retain Dentons US LLP as counsel to the DWLLC Special Committee, which was approved on September 4, 2026 [Dkt. No. 1338], and (iv) application to retain FTI Consulting, Inc. and FTI Capital Advisors, LLC as financial advisor and investment banker, respectively [Dkt. No. 694]; and (b) the Creditors' Committee's (i) application to retain Akin Gump Strauss Hauer & Feld LLP as attorneys [Dkt. No. 1010], (ii) application to retain M3 Advisory Partners, LP as financial advisor, and (iii) application to retain Ducera Partners LLC as investment banker [Dkt. No. 1063].

While certain of these applications have been approved as noted above, others remain pending and are subject to challenge. On September 5, 2026 and September 11, 2026, respectively, the Creditors' Committee and U.S. Trustee filed objections to the DISH Wireless Debtors' application to retain White & Case LLP as their attorneys [Dkt. Nos. 1357, 1445] (collectively, the "Objections to W&C Retention"). In the Objections to the W&C Retention, the Creditors' Committee and U.S. Trustee argue that White & Case LLP should be disqualified due to alleged conflicts of interest arising from the firm's past and contemporaneous representations of the Debtors, EchoStar, and EchoStar's direct and indirect non-Debtor subsidiaries.

Q. Proposed Confirmation Schedule

The DISH Wireless Debtors believe it is imperative to proceed swiftly to confirmation of the Plan and emergence from these Chapter 11 Cases. The DISH Wireless Debtors believe expeditious confirmation of the Plan is in the best interests of the DISH Wireless Debtors, the Estates, and their stakeholders. The DISH Wireless Debtors have proposed the case timeline set forth in Article II of this Disclosure Statement.

VIII. SUMMARY OF THE PLAN

THE TERMS OF THE PLAN, A COPY OF WHICH IS ATTACHED AS EXHIBIT A TO THIS DISCLOSURE STATEMENT, ARE INCORPORATED BY REFERENCE

[60] The DWLLC Special Committee has provided the Special Committee Report to the Creditors' Committee and the DISH Wireless Debtors on a confidential basis.

HEREIN. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN THE DOCUMENTS REFERENCED THEREIN, WHICH ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN (AS WELL AS THE EXHIBITS THERETO AND DEFINITIONS THEREIN).

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN, AND REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENT OF SUCH TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN. HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DISH WIRELESS DEBTORS AND OTHER INTERESTED PARTIES ARE URGED TO READ THE PLAN AND THE EXHIBITS THERETO IN THEIR ENTIRETY SO THAT THEY MAY MAKE AN INFORMED JUDGMENT CONCERNING THE PLAN.

FOR A SUMMARY OF CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, SEE ARTICLE III.I OF THIS DISCLOSURE STATEMENT.

A. General Settlement of Claims and Interests.

As discussed further in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, or otherwise resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the DISH Wireless Debtors and the DISH Wireless Estates. Distributions made to Holders of Allowed Claims in any Class are intended to be (and shall be) final, except as expressly provided in the Plan.

B. Sources of Plan Consideration.

Subject to the terms of the Plan (including the Restructuring Support Agreement), distributions to Holders of Allowed Claims against the DISH Wireless Debtors in accordance with the treatment of such Claims and subject to the terms provided in the Plan shall be funded from (a) Cash on hand, (b) the DISH Wireless Distributable Value, (c) the Litigation Proceeds, and (d) solely with respect to Holders of Allowed Secured Type A Claims, the Type A Claims Reserve to the extent of DWLLC's perfected prepetition security interest therein.

C. FCC Trust Matters.

As set forth below, any Holder of an Allowed DISH Wireless General Unsecured Claim that such Holder asserts is a Covered Claim may make the FCC Trust Election, subject in all respects to the FCC Trust Third-Party Payment Provisions, and any Holder of a DISH Wireless

General Unsecured Claim may make the Type A Convenience Claim Election. As provided in the FCC's May 2026 Order, no such Holder shall be permitted to make more than one Covered Claim Submission, and no Holder of an Allowed DISH Wireless General Unsecured Claim may make both the FCC Trust Election on account of such Claim in an amount that exceeds $100,000.00 and the Type A Convenience Claim Election on account of such Claim in the amount of $100,000.00.

For the avoidance of doubt, (1) if an FCC Trust-Eligible Claim against a DISH Wireless Debtor is Allowed by a Final Order of the Bankruptcy Court, then such Final Order is sufficient for the Holder of such Claim to make a Covered Claim Submission to the FCC Trust and to be eligible to receive a Distribution therefrom in accordance with the FCC Trust Documents, subject in each case to the terms of the FCC Trust Documents and execution of the form of release agreement promulgated by the FCC Trust, and (2) under the FCC's July 2026 Order, no Other Class 2E Claim, including the DWLLC Intercompany Loan Claim, is entitled to recover from the FCC Trust.

Notwithstanding anything to the contrary in the Plan or the Confirmation Order, with respect to any FCC Trust-Eligible Claim in Class 2E for which the Holder thereof has not made the FCC Trust Election and has not made the Quick Pay Election, (a) such Holder retains, and the Plan does not waive, release, discharge, impair, subordinate, or otherwise adversely affect, any of such Holder's rights, Claims, defenses, and arguments with respect to such Claim in all respects, including with respect to the amount, validity, priority, and characterization of such Claim, the potential sources of recovery on account of such Claim, and such Holder's rights against any Person or Entity other than the DISH Wireless Debtors, and (b) the DISH Wireless Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors likewise retain, and the Plan does not waive, release, discharge, impair, or otherwise adversely affect, any of their respective rights, Claims, defenses, and arguments with respect to such Claim in all respects. For the avoidance of doubt, this paragraph applies only to an FCC Trust-Eligible Claim as to which neither the FCC Trust Election nor the Quick Pay Election has been made.

Notwithstanding anything to the contrary in the Plan or the Confirmation Order, except as any EchoStar Party may otherwise agree in writing, under no circumstances shall the Disbursing Agent make a distribution to any Holder of an Allowed FCC Trust-Eligible Claim that has made the FCC Trust Election, except to the extent that such Holder is finally determined not to be eligible to receive a distribution from the FCC Trust on such Claim, including, as applicable, following (i) the Holder's timely filing of a reconsideration request with respect to the Trustee's denial of its Claim in accordance with the FCC Trust Documents and the denial of such reconsideration request, or (ii) a final, non-appealable determination by a court of competent jurisdiction before which the Holder has sought relief with respect to such denial in accordance with the FCC Trust Documents, in which case the Disbursing Agent shall distribute to such Holder its Pro Rata share of the DISH Wireless Distributable Value and the Litigation Proceeds in accordance with the Plan.

1. Third-Party Payments

(a) Reduction for Third-Party Payment

Any distribution made under the Plan (or otherwise from a Debtor or its Estate) to the Holder of an Allowed DISH Wireless General Unsecured Claim that makes the FCC Trust Election on account of such Claim is hereby deemed to be a "Third-Party Payment" under the FCC Trust Documents, which Third-Party Payment shall reduce, on a dollar-for-dollar basis, the amount

distributable to such Holder from the FCC Trust on account of such Claim in accordance with the FCC Trust Third-Party Payment Provisions.

If the Disbursing Agent receives notice that the FCC Trust has made a distribution to a creditor asserting a Covered Claim, the Disbursing Agent shall reduce, on a dollar-for-dollar basis, any distribution payable under the Plan to such Holder on account of such Claim by the amount of such FCC Trust distribution.

The Disbursing Agent shall provide prompt written notice to the Trustee (with a copy to the relevant Holder) of any Plan distribution made on account of an Allowed DISH Wireless General Unsecured Claim that the Disbursing Agent determines is or has been asserted as a Covered Claim under the FCC Trust Documents, which notice shall be given no later than five (5) Business Days following such distribution. The FCC Trust Documents provide that the Trustee will reduce any distribution made on account of such a Covered Claim from the FCC Trust on account of such Third-Party Payment in accordance with the FCC Trust Third-Party Payment Provisions.

If a Plan distribution and an FCC Trust distribution are made concurrently with respect to the same Claim, the Disbursing Agent and the Trustee shall coordinate in good faith to implement the FCC Trust Third-Party Payment Provisions.

2. Type A Claims Reserve.

Pursuant to the FCC Trust Documents, the FCC Trust has been established and is administered by the Trustee in accordance with the FCC Trust Documents. Distributions from the Type A Claims Reserve on account of Allowed Secured Type A Claims constitute Plan distributions from DWLLC's Estate by virtue of DWLLC's perfected security interest in the Type A Claims Reserve pursuant to the FCC Trust Security Agreement. Such distributions on account of Allowed Secured Type A Claims shall be made solely pursuant to the FCC Trust Documents from the Type A Claims Reserve, including, as applicable, through DWLLC or Post-Effective Date DWLLC, as Secured Party (subject to entry of the FCC Trust Distributions Order) or directly by the FCC Trust, in each case in accordance with the FCC Trust Documents.

No distribution under the Plan by any DISH Wireless Debtor or any Estate shall be permitted, required or otherwise made on account of Allowed Secured Type A Claims unless the FCC Trust Distributions Order shall have been entered, remains in effect, and shall not have been stayed and the Trustee makes a distribution to, as applicable, DWLLC or Post-Effective Date DWLLC, as Secured Party, on account of a Secured Type A Claim (including a Covered Convenience Claim), which DWLLC or Post-Effective Date DWLLC, in turn, distributes, pays or transfers to the applicable creditor in accordance with the FCC Trust Documents. Nothing in the Plan is intended to or shall alter or modify the FCC Trust Documents or the administration of the FCC Trust thereunder.

The Post-Effective Date DISH Wireless Debtors shall not take any action that would impair, challenge, release, or otherwise adversely affect the security interest granted by the Trustee in the Type A Claims Reserve under the FCC Trust Collateral Documents, or the perfection of such security interest pursuant to the FCC Trust Collateral Documents. For the avoidance of doubt, such security interest shall survive the Effective Date and shall not be released, subordinated, primed, impaired, or adversely affected by operation of any provision of the Plan, the Confirmation Order, or any other Definitive Document, no term, condition or provision of which shall or shall

be construed to authorize or permit any action inconsistent with, or prohibit or preclude any Person (including the Post-Effective Date DISH Wireless Debtors) from taking or omitting to take any action contemplated by, the FCC Trust Collateral Documents.

3. Type A Convenience Claim Election.

The Solicitation Materials specify how a Holder of a DISH Wireless General Unsecured Claim in an amount greater than $100,000.00 can make the Type A Convenience Claim Election. To make a valid Type A Convenience Claim Election, a Holder must complete and submit the appropriate ballot on or prior to the Voting Deadline in accordance with the Solicitation Procedures (or such other date as may be established by order of the Bankruptcy Court) and the Plan. A valid Type A Convenience Claim Election shall constitute the irrevocable agreement of the electing Holder to: (a) reduce the amount of its Covered Claim to $100,000.00 for all purposes under the FCC Trust Documents and the Plan, it being understood and agreed by the DISH Wireless Debtors that the $100,000.00 threshold is intended to be determined without regard to interest, if any, to which the Bankruptcy Court may determine the Holder of a Type A Convenience Claim is entitled; (b) be treated in all respects as a Secured Type A Claim and receive distributions, if any, solely from the Type A Claims Reserve pursuant to the FCC Trust Documents in accordance with Article IV.C.2 of the Plan; and (c) execute a waiver and release with respect to any right to assert, recover, or receive any distribution on account of the portion of such Covered Claim in excess of $100,000.00 against any DISH Wireless Debtor, Post-Effective Date DISH Wireless Debtor, Estate, any other EchoStar Party, or the FCC Trust.

For the avoidance of doubt, a Holder of a DISH Wireless General Unsecured Claim that makes the Type A Convenience Claim Election shall not be treated as a Holder of an Allowed DISH Wireless General Unsecured Claim in Class 2E for purposes of receiving Plan distributions. Instead, such Claim shall be treated as a Secured Type A Claim that is conclusively presumed to have accepted the Plan and not be entitled to vote to accept or reject the Plan on account of such Secured Type A Claim. Making a Type A Convenience Claim Election shall not affect such Holder's right to affirmatively opt in to the Third-Party Release pursuant to a Release Opt In Form.

4. Sources of Recovery for DISH Wireless General Unsecured Claims Asserted Against the FCC Trust.

As set forth in the FCC Trust Documents, subject to the FCC Trust Third-Party Payment Provisions and as set forth in the form of release agreement promulgated by the FCC Trust, a Covered Claim Submission on account of any FCC Trust-Eligible Claim (including Type A Convenience Claims) constitutes a voluntary, irrevocable waiver and release by the relevant creditor of any legal rights it may have against the DISH Wireless Debtors and any other EchoStar Party to otherwise recover on or enforce such Claim, subject to Article VI.E of the Plan; provided that, if and to the extent that the Holder of an Allowed FCC Trust-Eligible Claim that makes the FCC Trust Election is finally determined not to be eligible to receive a distribution from the FCC Trust on such Claim (including, if applicable, following (i) the Holder's timely filing of a reconsideration request with respect to the Trustee's denial of its Claim in accordance with the FCC Trust Documents and the denial of such reconsideration request or (ii) a final, non-appealable determination by a court of competent jurisdiction before which the Holder has sought relief with respect to such denial in accordance with the FCC Trust Documents), then such Claim shall be entitled to receive its Pro Rata share of the DISH Wireless Distributable Value and the Litigation Proceeds in accordance with the Plan; provided, further, that making a Covered Claim Submission

does not and shall not be deemed to adversely impact the jurisdiction of any court of competent jurisdiction or arbitration tribunal to reconsider any eligibility determination by the Trustee in accordance with the FCC Trust Documents. Notwithstanding any provision of the Plan to the contrary, (i) in no event shall the aggregate amount of all distributions received by a Holder on account of such Claim from any source whatsoever—including from the FCC Trust, from the DISH Wireless Distributable Value, from the Litigation Proceeds or any combination thereof—exceed the Allowed amount of such Claim and (ii) nothing in the Plan shall be construed to modify or supersede the FCC Trust Documents.

5. Quick Pay Election.

(a) Availability and Voluntary Nature. On the terms set forth in Article IV.C.5 of the Plan, each Holder of a Secured Type A Claim in Class 2D and each Holder of an FCC Trust-Eligible Claim in Class 2E may, on a voluntary basis, make the Quick Pay Election. No such Holder is required to make the Quick Pay Election, and any such Holder that does not make the Quick Pay Election shall retain all of its rights as set forth in Article IV.C.5(d) of the Plan.

(b) Amount; Election Mechanics. A Holder of a Secured Type A Claim in Class 2D may make the Quick Pay Election by timely submitting a Quick Pay Election Form in accordance with the instructions set forth therein and in the Solicitation Materials. A Holder of an FCC Trust-Eligible Claim in Class 2E may make the Quick Pay Election on its ballot in accordance with the instructions set forth therein and in the Solicitation Materials. A Holder may make the Quick Pay Election only if such Holder votes to accept the Plan (it being understood that Holders of Secured Type A Claims in Class 2D are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and Article III.B.4(c) of the Plan). By making the Quick Pay Election, the Holder is also opting in to the Third Party Releases under Article VIII.F of the Plan. Any Quick Pay Election made on a ballot that votes to reject the Plan shall be disregarded.

(c) Effect of the Quick Pay Election. Upon the occurrence of the Effective Date, a Holder that has validly accepted the Plan (or is presumed to have accepted the Plan, in the case of Class 2D) and made the Quick Pay Election shall be deemed to have irrevocably agreed that: (i) its Secured Type A Claim or FCC Trust-Eligible Claim, as applicable, shall be settled and automatically Allowed in an amount equal to the applicable Quick Pay Amount for such Claim as set forth on the Quick Pay Schedule; (ii) such Holder shall take payment on account of its Claim, as so settled and Allowed, solely from the FCC Trust, and shall have no recourse to the DISH Wireless Distributable Value, any other property of the DISH Wireless Debtors or the DISH Wireless Estates, the Post-Effective Date DISH Wireless Debtors, or any other source of recovery on account of such Claim; and (iii) as a condition to receiving a distribution from the FCC Trust, such Holder shall be bound by all terms and conditions of the FCC Trust Documents, including the requirement to grant the releases required under the FCC Trust Documents and the other FCC Trust Third-Party Payment Provisions.

(d) All Rights of Non-Electing Holders Are Retained. Any Holder of a Secured Type A Claim or an FCC Trust-Eligible Claim that does not make the Quick Pay Election retains all of its rights, claims, defenses, and arguments, including with respect to: (i) the amount of its Claim against the DISH Wireless Debtors; (ii) whether such amount is

binding for purposes of recovery from the FCC Trust; (iii) the potential sources of recovery on account of such Claim; and (iv) its rights against parties other than the DISH Wireless Debtors, including other EchoStar Parties. The DISH Wireless Debtors, the DISH Wireless Estates, and the other EchoStar Parties likewise retain all of their respective rights, claims, defenses and arguments with respect to the foregoing as to any Claim held by any such Holder that does not make the Quick Pay Election.

(e) Requested FCC Trust Amendment; Timing of Payment. EchoStar and the DISH Wireless Debtors shall jointly request (and shall seek the support of the Committee and its members that hold FCC Trust-Eligible Claims for the request) that the FCC and the Trustee permit the amendment of the FCC Trust to provide that: (i) each Secured Type A Claim in Class 2D and FCC Trust-Eligible Claim in Class 2E for which the Holder thereof has validly made the Quick Pay Election shall be deemed submitted to the FCC Trust as a Covered Claim Submission promptly following the Effective Date without any further action on the part of the Holder; (ii) all such Allowed Claims shall be paid by the FCC Trust within ten (10) calendar days of submission; and (iii) any Class 2D or FCC Trust-Eligible Claim in Class 2E that does not make the Quick Pay Election but is later the subject of a Covered Claim Settlement (as defined in the FCC Trust Agreement) as between the Holder thereof and an EchoStar Party (including any of the DISH Wireless Debtors) shall likewise be paid within ten (10) days of submission of such Covered Claim Settlement to the FCC Trust. The foregoing expedited payment timing is contingent upon, and shall become effective only to the extent of, approval by the FCC and the Trustee of the corresponding amendments to the FCC Trust Documents. Nothing in Article IV.C.5(e) of the Plan shall be construed to modify or supersede the FCC Trust Documents absent such approval, and, unless and until the FCC approves such amendment, distributions on account of Allowed Secured Type A Claims and Allowed FCC Trust-Eligible Claims from the FCC Trust, including Claims resolved through the Quick Pay Election, shall continue to be governed by the FCC Trust Documents as in effect from time to time.

D. Restructuring Transactions.

Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Plan, and any documents in connection therewith and herewith, shall be deemed authorized and approved without any requirement of further act or any actions by the DISH Wireless Debtors or their general partners, managers, members, directors, or other governing bodies, or any other Entity or Person. Upon the entry of the Confirmation Order, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, are authorized (without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation or rule, or the vote, authorization or approval of any Entity) to take all actions as may be necessary or appropriate to effect the Restructuring Transactions and any other transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (1) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, sale, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law; (2) the execution and delivery of such agreements, instruments, and other documents as may be necessary or appropriate to implement any Sale and to distribute the DISH Wireless Distributable Value in accordance with the Plan; (3) taking any action deemed necessary, appropriate or desirable to carry out the provisions of the Plan and the FCC Trust

Documents, including with respect to the treatment of Secured Type A Claims; (4) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, interest, right, liability, debt, or obligation on terms consistent with the terms of the Plan; (5) the filing of appropriate certificates or articles of organization, limited partnership, incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (6) the implementation of the waterfall set forth in Article VI.E of the Plan with respect to distributions on account of Allowed DISH Wireless General Unsecured Claims held by the DWLLC Claims Trust for the ratable benefit of DWLLC Claims Trust Beneficiaries, in accordance with the Restructuring Support Agreement and the Plan; (7) the execution, delivery, filing, recordation, and issuance of any other notes, documents, instruments, or agreements in connection with the Restructuring Transactions; and (8) subject to the occurrence of the Effective Date, the consummation of the remaining transactions contemplated by the Restructuring Support Agreement and the Plan that are to occur on or after the Effective Date.

The Confirmation Order shall and shall be deemed to, pursuant to section 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

The Confirmation Order shall authorize the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, to undertake the Restructuring Transactions, including those contemplated by the Restructuring Support Agreement and pursuant to sections 363, 365, and 1123 of the Bankruptcy Code.

E. Director, Officer, and Manager Liability Insurance.

After the Effective Date, the Post-Effective Date DISH Wireless Debtors shall not terminate, cancel, impair, or otherwise reduce the coverage under any D&O Policies (including any tail policy) in effect as of the Effective Date or purchased in connection with the Chapter 11 Cases, and all current and former members, managers, directors, officers, employees, and other individuals insured thereunder shall remain entitled to the full benefits of such D&O Policies for the full term of such policies, in each case, in accordance with and subject to the terms, conditions, limitations, and exclusions of such D&O Policies. Nothing in the Plan, any exhibit to the Plan, the Confirmation Order, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the First Day Pleadings, or any order entered related thereto, the Plan Supplement, or any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents, shall alter, amend, modify, or otherwise impair any rights, obligations, or coverage under any D&O Policy.

Notwithstanding anything to the contrary in the Plan, including Article V.A of the Plan, no D&O Policy shall be deemed rejected, terminated, cancelled, or adversely affected by operation of any provision of the Plan, including the deemed rejection of Executory Contracts and Unexpired Leases of the DISH Wireless Debtors pursuant to Article V.A of the Plan. To the extent any D&O Policy is deemed an Executory Contract, such D&O Policy shall be deemed assumed by the applicable Post-Effective Date DISH Wireless Debtor as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code, and the Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumption.

F. Cancellation of Notes, Instruments, Certificates, and Other Documents.

On the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests against the DISH Wireless Debtors (and any guarantees or other obligations of a DISH Wireless Debtor thereunder) shall, to the extent relating to Claims or Interests that are satisfied, released, compromised, discharged, cancelled, or otherwise treated under the Plan, be deemed cancelled and of no further force and effect. Holders of or parties to such cancelled instruments, certificates, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan or a Confirmation Order; provided, however, that the foregoing shall not cancel, impair, or otherwise affect any Claim or Interest that is Reinstated under the Plan. Notwithstanding anything to the contrary in the Plan, the cancellation of any notes, indentures, securities, instruments, certificates, or other documents shall not impair, waive, release, discharge or otherwise affect the rights of any Indenture Trustee or trustee of the DWLLC Claims Trust to payment of fees and expenses, indemnification, reimbursement, priority of payment, charging liens, exculpation, limitation of liability, or any rights or obligations necessary to receive, process, or make distributions under the Plan or to enforce the foregoing rights.

Any such cancelled instrument, agreement or other document that governs the rights of the Holder of a Claim or Interest against the DISH Wireless Debtors shall continue in effect solely for purposes of, as applicable: (a) enabling Holders of Allowed Claims to receive distributions under the Plan as provided in the Plan; and (b) allowing and preserving the rights of any applicable paying agent or trustee, to (i) make distributions in satisfaction of Allowed Claims, (ii) maintain and exercise their respective charging liens, against any such distributions, (iii) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in making such distributions or for any amount and enforcing any obligation owed to the applicable paying agent or trustee under the Plan, (iv) maintain and enforce any right to indemnification, expense reimbursement, contribution, subrogation, any priority of payment or charging liens or any other claim or entitlement, (v) exercise their rights and obligations relating to the interests of their holders, and (vi) appear and be heard in these Chapter 11 Cases.

G. Corporate Existence

Except as otherwise provided in the Plan or the Plan Supplement, each DISH Wireless Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such DISH Wireless Debtor is incorporated or formed and pursuant to the certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date DISH Wireless Debtors may be amended or modified in accordance with the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-

Effective Date DISH Wireless Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. To the extent required by section 1123(a)(6) of the Bankruptcy Code, the organizational documents of each Post-Effective Date DISH Wireless Debtor shall prevent the issuance of non-voting equity securities.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan (including any action to be undertaken by the DISH Wireless Debtors) shall be deemed authorized and approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the DISH Wireless Debtors, or any other Entity or Person, including: (a) the implementation of the Restructuring Transactions; (b) the consummation of any intercompany settlements, setoffs, contributions, cancellations, reinstatements, or other intercompany transactions contemplated by the Plan (including with respect to DISH Wireless Intercompany Claims and Intercompany Interests); (c) the distribution (if any) of the DISH Wireless Distributable Value in accordance with the Plan; (d) the administration of distributions on account of Allowed Secured Type A Claims in the manner provided in, to the extent applicable, the Plan and the FCC Trust Documents; (e) the adoption, execution, and filing of any organizational documents or amendments thereto of the Post-Effective Date DISH Wireless Debtors, if any, contemplated by the Plan; (f) the selection of the directors and officers (or managers, as applicable) of the Post-Effective Date DISH Wireless Debtors as contemplated by the Plan and disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (g) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases and the payment of any Cure Costs in connection therewith, in each case in accordance with the Plan and any applicable Final Order; and (h) all other acts or actions contemplated by, or reasonably necessary or appropriate to implement, consummate, and effectuate the Plan and the Restructuring Transactions (whether to occur before, on, or after the Effective Date) in a manner consistent with the Plan and, to the extent applicable, the Restructuring Support Agreement.

All matters provided for in the Plan involving the corporate structure of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, and any corporate action required by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, in connection with the Plan, shall be deemed to have occurred and shall be in effect without any requirement of further action by the directors, officers, managers, or other governing bodies of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable.

On or prior to the Effective Date, as applicable, the appropriate officers of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver any and all agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable. The authorizations and approvals contemplated by Article IV.H of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

I. The Post-Effective Date DISH Wireless Debtors.

One or more of the DISH Wireless Debtors shall continue in existence after the Effective Date, each as a Post-Effective Date Debtor, for purposes of (1) preserving the Other Retained Causes of Action for the benefit of Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds hereunder, (2) winding down the DISH Wireless Debtors' remaining businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Post-Effective Date Debtors after the Effective Date, (3) performing their obligations under any transition services agreement entered into by and between the Post-Effective Date DISH Wireless Debtors and their Affiliates, (4) resolving any Disputed Claims other than Other Class 2E Claims, which shall be administered exclusively by the Special Governance Committee in accordance with Article IV.O and Article IV.P of the Plan, (5) paying Allowed Claims for which there is not a Disbursing Agent other than the Post-Effective Date DISH Wireless Debtors, (6) filing appropriate tax returns, and (7) administering the Plan in an efficacious manner. The Post-Effective Date DISH Wireless Debtors shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

From and after the Effective Date, Post-Effective Date DWLLC shall be governed by a board of managers, which shall be appointed by Post-Effective Date DWLLC's sole member, Neyland Networks LLC, in accordance with Post-Effective Date DWLLC's organizational documents and applicable Law. Except as otherwise expressly provided in the Plan, including Article IV.O and Article IV.P of the Plan, the board of managers of Post-Effective Date DWLLC shall have all powers and authority ordinarily vested in and exercised by the board of managers of a reorganized debtor following emergence from chapter 11, including authority to reconcile, object to, settle, and otherwise resolve Claims against the DISH Wireless Debtors other than Other Class 2E Claims and to prosecute, settle, or otherwise resolve the Other Retained Causes of Action.

Except as otherwise provided in the Plan, the Post-Effective Date DISH Wireless Debtors shall be deemed to be substituted as the party-in-lieu of the DISH Wireless Debtors in all matters, including (a) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (b) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement to file any motion or other document effecting a substitution of parties or counsel; provided that the Special Governance Committee shall have the exclusive authority granted to it under Article IV.O and Article IV.P of the Plan with respect to the Related Party Retained Causes of Action and Other Class 2E Claims.

After the Effective Date, one or more of the Post-Effective Date DISH Wireless Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

J. The Wind Down Debtor Account.

On or prior to the Effective Date, the Post-Effective Date DISH Wireless Debtors shall establish the Wind Down Debtor Account and deposit therein Cash equal to the Wind Down Amount. The Wind Down Debtor Account shall be used to fund all fees, costs, and expenses incurred in connection with the administration and Wind Down of the DISH Wireless Debtors' Estates, including (a) all go-forward fees and expenses of Professionals retained by the Post-Effective Date DISH Wireless Debtors in connection with the Wind Down; (b) all fees and expenses of the Disbursing Agent incurred on or after the Effective Date allocable to the Post-

Effective Date DISH Wireless Debtors; and (c) any taxes or fees payable by the Post-Effective Date DISH Wireless Debtors in connection with the Wind Down.

Following completion of the Wind Down of the Post-Effective Date DISH Wireless Debtors, any amounts remaining in the Wind Down Debtor Account shall be distributed by the Disbursing Agent in accordance with the priorities set forth in Article III of the Plan until all such remaining amounts are exhausted.

K. Vesting of Assets in the Post-Effective Date DISH Wireless Debtors.

Except as otherwise provided in the Plan or the Plan Supplement, or in any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, pursuant to sections 363, 1123(a)(5), and 1141(c) of the Bankruptcy Code: (1) all property in each DISH Wireless Debtor's Estate, all Other Retained Causes of Action, and any property acquired by any of the DISH Wireless Debtors under the Plan shall vest in the applicable Post-Effective Date DISH Wireless Debtor, free and clear of all Liens, Claims, Interests, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Post-Effective Date DISH Wireless Debtor may operate its business in accordance with applicable Law and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

L. Wind-Down Authority of the Post-Effective Date DISH Wireless Debtors.

On and after the Effective Date, the Post-Effective Date DISH Wireless Debtors shall have full authority, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, to take any and all actions necessary or appropriate, in their reasonable business judgment, to implement, administer, and complete the Wind Down of the DISH Wireless Debtors' Estates, including the authority to:

1. identify, collect, and wind down any assets of the DISH Wireless Debtors' Estates not transferred to any DISH Wireless Successful Bidder pursuant to a Sale, and to make distributions therefrom in accordance with the Plan;

2. abandon or donate to a charitable organization of their choosing, pursuant to section 554 of the Bankruptcy Code and without further notice to or action, order, or approval of the Bankruptcy Court, any property of the DISH Wireless Debtors' Estates that is not transferred to a DISH Wireless Successful Bidder pursuant to a Sale and that the Post-Effective Date DISH Wireless Debtors determine, in their reasonable business judgment, to be of inconsequential value and benefit to, or to be burdensome upon, the DISH Wireless Debtors' Estates;

3. object to, compromise, settle, or otherwise resolve any Disputed Claims against the DISH Wireless Debtors without further notice to or action, order, or approval of the Bankruptcy Court, except as otherwise required by the Plan or the Bankruptcy Code;

4. retain, employ, and compensate such attorneys, accountants, and other professionals and consultants as the Post-Effective Date DISH Wireless Debtors deem necessary or appropriate in connection with the Wind Down, and pay the

reasonable and documented fees and expenses of such Professionals solely from the Wind Down Debtor Account;

5. maintain and store the books, records, and documents of the DISH Wireless Debtors' Estates and, upon completion of the Wind Down, dispose of or destroy such books, records, and documents to the extent permitted by applicable law and any applicable record retention obligations; and

6. take all steps necessary or appropriate to wind up the affairs of each Post-Effective Date DISH Wireless Debtor under applicable non-bankruptcy law, without further notice to or action, order, or approval of the Bankruptcy Court**.**

For the avoidance of doubt, all costs and expenses incurred by the Post-Effective Date DISH Wireless Debtors shall be paid solely from the Wind Down Debtor Account to the extent such costs and expenses are incurred in connection with the administration and Wind Down of the DISH Wireless Debtors' Estates.

M. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Post-Effective Date DISH Wireless Debtors and the officers, managers, general partners, and members thereof are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of the Post-Effective Date DISH Wireless Debtors, as applicable, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

N. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (including, for the avoidance of doubt, any transfers from a Debtor to a Reorganized DBS Debtor or Post-Effective Date DISH Wireless Debtor or to any other Person) of property under or in connection with the Plan, including or pursuant to: (a) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, or other interest in the Debtors, the Reorganized DBS Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable; (b) the Restructuring Transactions; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; (e) the grant of collateral as security pursuant to the Plan; (f) the consummation of any Sale and any transfer of assets pursuant thereto, or (g) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording

officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forgo the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

O. Retained Causes of Action.

Notwithstanding anything to the contrary in the Plan, the Confirmation Order, or the Restructuring Support Agreement, in accordance with section 1123(b) of the Bankruptcy Code, unless and until a settlement of such Causes of Action shall have been approved by the Bankruptcy Court (in which case the terms of such Bankruptcy Court-approved settlement shall control): (i) all Related Party Retained Causes of Action shall transfer to and vest in the Special Governance Committee, as representative of the DISH Wireless Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, shall not be released or discharged under the Plan or the Confirmation Order, and, from and after the Effective Date, the Special Governance Committee shall have the exclusive authority to prosecute, settle, or otherwise resolve the Related Party Retained Causes of Action; and (ii) all Other Retained Causes of Action shall vest in the applicable Post-Effective Date DISH Wireless Debtors, shall not be released or discharged under the Plan or the Confirmation Order, and, from and after the Effective Date, the applicable Post-Effective Date DISH Wireless Debtor, acting through its board of managers or directors, as applicable, and not the Special Governance Committee, shall have the exclusive authority to prosecute, settle, or otherwise resolve the Other Retained Causes of Action.

P. Post-Effective Date Resolution of Retained Causes of Action.

The Special Governance Committee shall be established as of the Effective Date pursuant to the Plan and the Confirmation Order and shall consist of three (3) members. The initial three (3) members of the Special Governance Committee shall be selected by the Committee, in consultation with the Special Committee, and their identities shall be disclosed in the Plan Supplement. The Plan Supplement shall set forth such additional terms regarding the governance, procedures, and funding of the Special Governance Committee as may be necessary or appropriate to implement the authority granted to it under Article IV.O of the Plan, including with respect to the Related Party Retained Causes of Action. The members of the Special Governance Committee shall serve as representatives of the DISH Wireless Debtors' Estates under section 1123(b)(3)(B) of the Bankruptcy Code and shall act in a fiduciary capacity on behalf of the interests of all Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds from the Retained Causes of Action.

Nothing in the Plan is intended or shall be deemed to, and under no circumstances shall EchoStar have, directly or indirectly, control over the prosecution, settlement, or resolution of any Related Party Retained Causes of Action on behalf of the Special Governance Committee, or of the reconciliation, objection, prosecution, settlement, or resolution of any Other Class 2E Claim.

If any member of the Special Governance Committee resigns or is otherwise unable to continue to serve, the remaining members of the Special Governance Committee shall have the sole and exclusive authority to select and appoint a replacement member; provided that if, for any reason, the remaining members of the Special Governance Committee are unable to appoint a replacement member, including because no remaining member is able to act, the Bankruptcy Court shall retain jurisdiction and authority to appoint such replacement member upon request of any

remaining member of the Special Governance Committee, the Committee (if then in existence), or any other party in interest.

Under no circumstances shall any Post-Effective Date DISH Wireless Debtor or EchoStar select, appoint, or have any control, directly or indirectly, over the selection or appointment of any member of the Special Governance Committee, including any replacement or successor member.

Q. Tolling of Statutes of Limitations for Retained Causes of Action.

Notwithstanding anything to the contrary in the Plan, any applicable non-bankruptcy law, or any other agreement, all applicable statutes of limitations, repose, and other time-related defenses, doctrines, or bars applicable to the Retained Causes of Action are hereby tolled, and shall continue to be tolled, until the later of (i) the date that is thirty (30) days after all Claims Filed against the DISH Wireless Debtors in the Chapter 11 Cases have become Allowed or disallowed and all claims reconciliation with respect thereto has been completed, and (ii) the expiration of the applicable statute of limitations, repose, or other time-related defense, doctrine, or bar that would otherwise apply to the applicable Retained Cause of Action absent the Plan. From and after such later date, the applicable statute of limitations, repose, or other time-related defense, doctrine, or bar shall recommence running, and the Special Governance Committee and Post-Effective Date DISH Wireless Debtors shall each be entitled, in their respective sole discretion and subject to the terms of the Plan, to determine whether and how to pursue, prosecute, settle, or otherwise resolve the Retained Causes of Action that have vested in each of them, respectively, in accordance with Article IV.O and this Article IV.P of the Plan.

R. Closing of the Chapter 11 Cases.

Upon the occurrence of the Effective Date, the DISH Wireless Debtors shall be permitted to close all of the Chapter 11 Cases of the DISH Wireless Debtors except for the Chapter 11 Case of one designated DISH Wireless Debtor, and all contested matters relating to each of the DISH Wireless Debtors, including objections to Claims, shall be administered and heard in the Chapter 11 Case of such DISH Wireless Debtor.

When all Claims that are Disputed have become Allowed or disallowed and all remaining Cash has been distributed in accordance with the Plan, the DISH Wireless Debtors shall seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the DISH Wireless Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules.

IX. OTHER KEY ASPECTS OF THE PLAN

A. Treatment of Executory Contracts and Unexpired Leases.

1. Assumption and Rejection of Executory Contracts and Unexpired Leases.

As of the Effective Date, under the Confirmation Order pursuant to sections 365(a) and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease to which a DISH Wireless Debtor is a party shall be deemed rejected pursuant to section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (a) has expired or terminated pursuant to its own terms prior to the Confirmation Date; (b) was previously assumed, assumed and assigned, or rejected pursuant to a Final Order, including pursuant to the Rejection Procedures Order or any notice filed thereunder; (c) is the subject of (i) a pending motion to assume or assume and assign filed by the DISH Wireless Debtors as of the Confirmation Date or (ii) a pending motion

to reject or a pending notice filed pursuant to the Rejection Procedures Order; (d) is an FCC Trust Document; or (e) is a D&O Policy, which shall be governed by Article IV.E of the Plan.

Nothing in Article V.A of the Plan shall limit, modify, or otherwise affect: (a) the treatment, including the effective date of assumption, assumption and assignment, or rejection, of any Executory Contract or Unexpired Lease of a DISH Wireless Debtor that was previously assumed, assumed and assigned, or rejected pursuant to a Final Order, including pursuant to the Rejection Procedures Order or any notice filed thereunder; (b) the prosecution, resolution, withdrawal, or settlement, and the effective date of any relief granted, of any motion to assume, assume and assign, or reject an Executory Contract or Unexpired Lease of a DISH Wireless Debtor that is pending as of the Confirmation Date; (c) the right of any DISH Wireless Debtor, the applicable DISH Wireless Successful Bidder, or the applicable DISH Wireless Backup Bidder to cause an Executory Contract or Unexpired Lease to be assumed and assigned or rejected, as applicable; (d) the right of any DISH Wireless Debtor to seek or obtain authority to abandon personal property under section 554 of the Bankruptcy Code; or (e) the FCC Trust Documents or any aspect of the FCC Trust. Any pending motion to assume, assume and assign, or reject may be withdrawn, settled, or otherwise prosecuted by the DISH Wireless Debtors prior to the Effective Date or the Post-Effective Date DISH Wireless Debtors on and after the Effective Date, as applicable.

Except as otherwise provided in the Plan or agreed to by the DISH Wireless Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall be assumed in its entirety and shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. To the maximum extent permitted by applicable law, any provision in an Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan that restricts, conditions, or prohibits, or purports to restrict, condition, or prohibit, or is breached or deemed breached by, such assumption or assumption and assignment, including any "change of control" provision or similar provision, shall be unenforceable, with respect to the assumption of such Executory Contract or Unexpired Lease in these Chapter 11 Cases, to the extent of such restriction, condition, prohibition, or breach, and shall not entitle the non-DISH Wireless Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any default-related rights or demands for payment with respect thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases executed by the DISH Wireless Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

Notwithstanding anything to the contrary in the Plan, the DISH Wireless Debtors reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Contracts and Leases at any time prior to the Effective Date without order of the Bankruptcy Court; provided, that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, may amend the Schedule of Rejected Contracts and Leases to add or remove any Executory Contract or Unexpired Lease after the Confirmation Date to the extent agreed with the relevant counterparties and upon entry of an order of the Bankruptcy Court authorizing such amendment.

2. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases by operation of the Plan must be Filed with the Bankruptcy Court within twenty-one (21) days after service of the Confirmation Order. For the avoidance of doubt, this deadline applies to all Executory Contracts and Unexpired Leases rejected by operation of the Plan, including (1) any Executory Contract and Unexpired Lease of a DISH Wireless Debtor rejected pursuant to Article V.A of the Plan and (2) any Executory Contract and Unexpired Lease identified as a Rejected Contract or Lease on the Schedule of Rejected Contracts and Leases. The deadline for filing Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Rejection Procedures Order or any separate order of the Bankruptcy Court shall be governed by such order or the applicable Bar Date Order, as applicable.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time shall be automatically disallowed, forever barred from assertion, and shall not be enforceable against the DISH Wireless Debtors, the DISH Wireless Estates, the Post-Effective Date DISH Wireless Debtors, or their property without the need for any objection by the Post-Effective Date DISH Wireless Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary.

All Allowed Claims arising from the rejection of the DISH Wireless Debtors' Executory Contracts or Unexpired Leases shall be classified and treated as a DISH Wireless General Unsecured Claim in accordance with Article III of the Plan. Any Claim arising from the rejection of a real property lease shall be subject to section 502(b)(6) of the Bankruptcy Code.

3. Cure of Defaults for Assumed Contracts and Leases

With respect to each Executory Contract and Unexpired Lease assumed and assigned by a DISH Wireless Debtor pursuant to the Plan, if any, any monetary defaults shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash in the ordinary course of business on or after the Effective Date, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. In the event of a dispute regarding: (a) the amount of any Cure Costs; (b) the ability of the applicable assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code under the Executory Contract or Unexpired Lease to be assumed; or (c) any other matter pertaining to assumption, the applicable Cure Costs shall be paid following the entry of a Final Order resolving the dispute and approving the assumption and assignment of such Executory Contracts or Unexpired Leases; provided, that the DISH Wireless Debtors or the Post Effective-Date DISH Wireless Debtors, as applicable, may settle any dispute regarding the amount of any Cure Costs without any further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding anything in the Plan to the contrary, any Cure Costs asserted in connection with the assumption and assignment of any Executory Contract or Unexpired Lease pursuant to a Sale Order shall be governed by, and satisfied in accordance with, the Sale Order. Any Cure Costs arising in connection with any other assumption or assumption and assignment of any Executory

Contract or Unexpired Lease under any separate order of the Bankruptcy Court shall be governed by such order.

Any and all Proofs of Claim based upon Assumed Contracts and Leases, and for which any Cure Costs have been fully paid pursuant to Article V.C of the Plan, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

4. Preexisting Obligations to the DISH Wireless Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease of a DISH Wireless Debtor pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, under such Rejected Contracts and Leases, and all rights to such preexisting obligations shall vest in the Post-Effective Date DISH Wireless Debtors on the Effective Date. In particular, notwithstanding any non-bankruptcy law to the contrary, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the DISH Wireless Debtors pursuant to Rejected Executory Contracts and Unexpired Leases in accordance with the terms of any such Rejected Executory Contract and Unexpired Lease.

5. Indemnification Obligations.

All indemnification provisions, consistent with applicable law, currently in place (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the current and former members of any governing body, general partners, directors, officers, managers, members, employees, attorneys, accountants, investment bankers, advisors, and other professionals of, or acting on behalf of, the DISH Wireless Debtors, as applicable, shall be assumed by the Post-Effective Date DISH Wireless Debtors and shall remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current and former members of any governing body, general partners, directors, officers, managers, employees, attorneys, accountants, investment bankers, advisors, and other professionals of, or acting on behalf of, the DISH Wireless Debtors than the indemnification provisions in place prior to the Effective Date.

6. Insurance Policies.

Nothing in the Plan, any exhibit to the Plan, the Confirmation Order, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the First Day Pleadings or any order entered related thereto, the Plan Supplement, or any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents, shall diminish, impair, or otherwise modify any rights of the DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, or any other insured, additional insured, beneficiary, or other covered party under any insurance policy that provides coverage to or for the benefit of any DISH Wireless Debtor or such other insured, including any D&O Policies. To the extent any insurance policy issued to, or providing coverage to, any DISH Wireless Debtor is an Executory Contract and has not previously been rejected pursuant to a Final Order of the

Bankruptcy Court, such insurance policy shall be deemed assumed by the applicable Post-Effective Date DISH Wireless Debtor effective as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code. For the avoidance of doubt, nothing in the Plan shall be deemed to revest in any Post-Effective Date DISH Wireless Debtor any insurance policy, proceeds, rights, or interests that are not property of the applicable DISH Wireless Estate.

7. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the DISH Wireless Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith, unless otherwise agreed by the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, and the counterparty to such Executory Contract or Unexpired Lease.

No modification, amendment, supplement, or restatement to a prepetition Executory Contract or Unexpired Lease made by the DISH Wireless Debtors during their Chapter 11 Cases shall, by virtue of such modification alone, give rise to an Administrative Claim against any DISH Wireless Debtor or DISH Wireless Estate under section 503(b) of the Bankruptcy Code or otherwise; provided that the foregoing shall not limit the right of any counterparty to assert an Administrative Claim to the extent such Claim would otherwise be allowable under applicable Law.

8. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the DISH Wireless Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Post-Effective Date DISH Wireless Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to seek relief from the Bankruptcy Court to alter its treatment of such contract or lease under the Plan.

9. Nonoccurrence of Effective Date.

If the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

10. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any DISH Wireless Debtor, including any Executory Contracts and Unexpired Leases assumed by such DISH Wireless Debtor, will be performed by the applicable DISH Wireless Debtor or Post-Effective Date DISH Wireless Debtor, as applicable, and shall remain liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

B. Provisions Governing Distributions

1. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, including Articles II.A and V.C of the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the DISH Wireless Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, in which case such payment shall be deemed to have occurred when due. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VI of the Plan. Notwithstanding anything to the contrary in the Plan, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any interest accruing on such Claim that is actually payable in accordance with the Plan.

For the avoidance of doubt, Article VI of the Plan governs only distributions made under the Plan from property of the DISH Wireless Estates or other Plan consideration, including distributions from the Type A Claims Reserve on account of Allowed Secured Type A Claims. Notwithstanding any other provision of Article VI of the Plan, the mechanics and procedures governing distributions from the Type A Claims Reserve on account of Allowed Secured Type A Claims shall be as set forth in the FCC Trust Documents, and nothing in Article VI of the Plan shall be construed to modify or supersede the FCC Trust Documents with respect to the administration of the Type A Claims Reserve or the manner in which such distributions are made (including any distributions made by the Trustee directly to Holders of Allowed Secured Type A Claims or made to, as applicable, DWLLC or Post-Effective Date DWLLC for further payment in accordance with the FCC Trust Documents and the FCC Trust Distributions Order).

2. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, if the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Post-Effective Date DISH Wireless Debtors.

To the extent distributions are made through an Indenture Trustee, the trustee of the DWLLC Claims Trust, DTC, or other securities intermediary, such distributions shall be deemed made to the applicable Holders when delivered to the Indenture Trustee, the trustee of the DWLLC Claims Trust, DTC, or such intermediary, as applicable. Each Indenture Trustee and trustee of the

DWLLC Claims Trust shall be entitled to rely on the records and procedures of DTC, Cede & Co., nominees, participants, brokers, banks, custodians, and other intermediaries and shall have no liability for any act or omission of any of the foregoing. Such distributions shall be subject in all respect to any rights of each Indenture Trustee to assert a charging lien against such distributions. All distributions to be made through DTC shall be made eligible for distributions through the facilities of DTC.

Distributions on account of Allowed Secured Type A Claims shall be made from the Type A Claims Reserve solely in accordance with the FCC Trust Documents, as further described in Article IV.C of the Plan.

3. Rights and Powers of Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Post-Effective Date DISH Wireless Debtors from the Wind Down Debtor Account.

4. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

(a) **Record Date for Distribution.**

On the Distribution Record Date, the Claims Register shall be closed and the Disbursing Agent shall be authorized and entitled to recognize only those record Holders listed on the Claims Register (or, as may be applicable, only those designees of such Holders that are affiliates of such Holders, as determined by or may be waived by the DISH Wireless Debtors in their sole discretion) as of the close of business on the Distribution Record Date.

(b) **Delivery of Distributions in General.**

(i) **Payments and Distributions on Disputed Claims.**

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall, in the reasonable discretion of the Disbursing Agent, be deemed to have been made by the Disbursing Agent on the Effective Date unless the Disbursing Agent and the Holder of such Claim agree otherwise.

(ii) **Special Rules for Distributions to Holders of Disputed Claims.**

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by the DISH Wireless Debtors or the Disbursing Agent, as applicable, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be

made with respect to any Disputed Claim, other than with respect to Professional Fee Claims, until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

(iii) **Distributions.**

On and after the Effective Date, the Disbursing Agent shall make the distributions required to be made on account of Allowed Claims under the Plan. Any distribution that is not made on the Initial Distribution Date or on any other date specified in the Plan because the Claim that would have been entitled to receive that distribution is not an Allowed Claim on such date shall be made on the next Subsequent Distribution Date that occurs after such Claim becomes an Allowed Claim. To the extent any reserve is expressly required under Article VII.D of the Plan or any other provision of the Plan, the Disbursing Agent may hold such distribution in and make such distribution from the applicable reserve in accordance with the Plan. Except as expressly provided in the Plan, nothing in Article VI.D.2 of the Plan shall be construed to require the establishment of any reserve with respect to any Claim. Subject to Article VI.D of the Plan, no interest shall accrue or be paid on the unpaid amount of any distribution paid pursuant to the Plan.

The DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, and the Disbursing Agent (including any Agent that may be acting as Disbursing Agent), as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for its own fraud, gross negligence, or willful misconduct as determined by a final, nonappealable order of a court of competent jurisdiction.

Neither the DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, nor the Disbursing Agent shall have any obligation to make a distribution that consists of less than one hundred dollars ($100) in the aggregate to any Holder of an Allowed Claim.

(c) **Undeliverable Distributions and Unclaimed Property.**

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of such Holder, at which time such distribution shall be made to such Holder without additional interest (if any); provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the date the distribution is made. After such date, all unclaimed property or interests in property shall revert (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary) to the Post-Effective Date DISH Wireless Debtors, automatically and without need for a further order by the Bankruptcy Court, and shall be redistributed in accordance with the priorities set forth in the Plan, and the Claim of any Holder to such property or interest in property shall be released, discharged, settled, compromised, and forever barred.

For the avoidance of doubt, any undeliverable, unclaimed, or undistributable amounts with respect to distributions from the Type A Claims Reserve shall be governed exclusively by the FCC Trust Documents (and any applicable order of a court of competent jurisdiction referenced therein), and not by section 347(b) of the Bankruptcy Code or the Plan.

(d) **Manner of Payment Pursuant to the Plan.**

At the sole and exclusive discretion of the Disbursing Agent, any Cash payment to be made hereunder may be made by check, ACH transfer, or wire transfer or as otherwise required or

provided in the applicable agreements. To the extent a Cash payment is made by check, the distribution shall be deemed made upon the Disbursing Agent's mailing of such check. For the avoidance of doubt, the manner of payment of any distribution from the Type A Claims Reserve shall be governed solely by the FCC Trust Documents.

5. Distributions to Holders of Allowed DBS Notes Claims.

Distributions to Holders of Allowed 2028 Senior Secured Notes Claims, Allowed 2028 Senior Notes Claims, and Allowed 2029 Senior Notes Claims (each as defined in the DBS Plan) on account of their respective Allowed DISH Wireless General Unsecured Claims under the DWLLC Intercompany Loan assigned to the DWLLC Claims Trust prior to the Petition Date in accordance with the Restructuring Support Agreement shall be made to the DWLLC Claims Trust for the ratable benefit of the DWLLC Claims Trust Beneficiaries; provided, that pursuant to the terms of the Restructuring Support Agreement and notwithstanding anything to the contrary in Article VI.E of the Plan or elsewhere in the Plan, the Plan Supplement, or the Confirmation Order, all amounts recovered by the DWLLC Claims Trust from DWLLC's Estate on account of Allowed DISH Wireless General Unsecured Claims held by the DWLLC Claims Trust under the DWLLC Intercompany Loan shall be applied in the order of priority that follows. **The FCC's July 2026 Order provides that the DWLLC Intercompany Loan shall not be entitled to recover from the FCC Trust**.

4. first, to the trustee of the DWLLC Claims Trust and the DWLLC Claims Trust for any unpaid and outstanding fees and reasonable and documented expenses of the trustee and the DWLLC Claims Trust (including the outstanding fees of counsel to the trustee of the DWLLC Claims Trust and counsel to the DWLLC Claims Trust);

5. second, up to the DWLLC Recovery Cap, such amounts recovered by the DWLLC Claims Trust shall be distributed by the DWLLC Claims Trust to the applicable Indenture Trustees on behalf of Holders of 2028 Senior Secured Notes Claims, 2028 Senior Notes Claims, and 2029 Senior Notes Claims on a Pro Rata basis, to be applied to the optional redemption of the applicable 2028 and 2029 Notes at the applicable optional redemption price in accordance with the applicable DBS Notes Indenture;

6. third, if the DWLLC Claims Trust recovers any DWLLC Excess Recovery, the DWLLC Claims Trust shall (a) hold the DWLLC Excess Recovery in trust for the benefit of the applicable Indenture Trustee for the 2028 Senior Secured Notes on behalf of the Holders of the 2028 Senior Secured Notes and (b) promptly remit the DWLLC Excess Recovery to such Indenture Trustee (without set-off or counterclaim), to be applied solely to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on 2028 Senior Secured Notes then outstanding, in each case at par, without any premium, penalty, or charge (pursuant to provisions of the Amended 2028 Senior Secured Notes Indenture to be amended to implement such redemption feature); and

7. fourth, any DWLLC Residual Recovery shall be remitted by the DWLLC Claims Trust to the applicable Indenture Trustees for the 2028 Senior Notes and the 2029 Senior Notes, to be applied solely to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on the 2028 Senior Notes and 2029 Senior

Notes then outstanding, on a Pro Rata basis, in each case at par, without any premium, penalty, or charge (pursuant to the provisions of the 2028 Senior Notes Indenture and the 2029 Senior Notes Indenture to be amended to implement such redemption features).

For the avoidance of doubt, the remittance of any DWLLC Excess Recovery to the applicable Indenture Trustee for the 2028 Senior Secured Notes for application to the optional redemption of Allowed 2028 Senior Secured Notes Claims pursuant to Article VI.E of the Plan and the Restructuring Support Agreement is in addition to, and not in lieu of, any redemption of 2028 Senior Secured Notes after the Effective Date pursuant to the DBS Cash Sweep (as defined in the DBS Plan) (or any other consideration provided to Holders of Allowed DBS Notes Claims under the DBS Plan).

Notwithstanding anything to the contrary in Article VI.E of the Plan or elsewhere in the Plan, and for the avoidance of doubt, the treatment of the DWLLC Claims Trust's Allowed Other Class 2E Claim against DWLLC shall be made in accordance with, and subject to, this waterfall, and shall not alter, impair, satisfy, discharge, or otherwise affect the separate rights, if any, of Holders of Allowed 2028 Senior Secured Notes Claims, Allowed 2028 Senior Notes Claims, and Allowed 2029 Senior Notes Claims against the DBS Debtors under the DBS Plan.

6. Compliance with Tax Requirements/Allocations.

In connection with the Plan, to the extent applicable, the Disbursing Agent shall request distributees to provide appropriate documentation that may be required for an exemption from withholding or reporting, and shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements unless an exception applies. Notwithstanding any provision in the Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms it believes is reasonable and appropriate. The Disbursing Agent reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances. All Persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

7. Allocation of Plan Distributions Between Principal and Interest.

Unless the terms and conditions of a contract between the Holder of an Allowed Claim and a DISH Wireless Debtor provide otherwise, distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest as Allowed therein.

8. No Postpetition Interest on Claims.

Unless required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the DISH Wireless Debtors, and no Holder of a prepetition Claim against the DISH Wireless Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim. Notwithstanding the foregoing, to the extent that the payment of postpetition interest on any Claim is required by applicable law for such Claim to satisfy the requirements of section 1124 of the Bankruptcy Code, the Holder of such Allowed Claim shall receive postpetition interest on such Claim at the applicable contractual rate or, if no contractual rate applies, at the Federal Judgment Rate, in each case calculated from the Petition Date through the date such Claim is paid in full.

Notwithstanding the foregoing, to the extent that a Holder of a Disputed DISH Wireless General Unsecured Claim asserts that it is entitled to postpetition interest on such Claim for the period from the Effective Date to the date of distribution, such Holder may seek an order of the Bankruptcy Court awarding such postpetition interest upon notice and a hearing; provided that no such postpetition interest shall be paid except pursuant to a Final Order of the Bankruptcy Court expressly authorizing such payment, and no such postpetition interest shall be payable from the DISH Wireless Distributable Value except to the extent expressly authorized or directed by such Final Order.

9. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)* on the Effective Date.

10. Setoffs and Recoupment.

Except as otherwise expressly provided in the Plan, the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, may, but shall not be required to, set off or recoup any Claims of any nature whatsoever that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors may have against the claimant against any amounts otherwise payable to such claimant under the Plan (including any Plan Distributions), but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors of any such Claim they may have against the Holder of such Claim. On and after the Confirmation Date, without the need for Bankruptcy Court approval, the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, may exercise, litigate, or settle any rights of setoff or recoupment that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors may have. On the Effective Date, all such rights of setoff or recoupment shall be preserved and shall vest in the Post-Effective Date DISH Wireless Debtors, as applicable. Nothing in the Plan shall be construed to limit, impair, or extinguish any right of setoff preserved under section 553 of the Bankruptcy Code that any Holder of a Claim may have to the extent such right exists under applicable non-bankruptcy law and satisfies the requirements of section 553 of the Bankruptcy Code.

Notwithstanding anything to the contrary in the Plan or the Confirmation Order, nothing shall modify the rights, if any, of any Holder of Allowed Claims or any current or former party to

an Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have under applicable bankruptcy or non-bankruptcy law, including, but not limited to, (1) the ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Leases with the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors under the Plan; (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation; or (3) assertion of setoff or recoupment as a defense, if any, to any claim or action by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors.

11. Claims Paid or Payable by Third Parties.

(a) **Claims Paid by Third Parties.**

The DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not a DISH Wireless Debtor or a Post-Effective Date DISH Wireless Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a DISH Wireless Debtor or a Post-Effective Date DISH Wireless Debtor, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Post-Effective Date DISH Wireless Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Post-Effective Date DISH Wireless Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

Notwithstanding anything to the contrary in Article VI.K.1 of the Plan, no distribution under the FCC Trust Documents shall give rise to any obligation to repay or return any distribution made under the Plan to any Debtor, Reorganized DBS Debtor, or Post-Effective Date DISH Wireless Debtor.

(b) **Claims Payable by Insurance, Third Parties**

No distributions under the Plan shall be made on account of a Claim that is payable pursuant to one of the DISH Wireless Debtors' insurance policies, surety agreements, other non-DISH Wireless Debtor payment agreements, or collateral held by a third party, until the Holder of such Claim has exhausted all remedies with respect to such insurance policy, surety agreement, other non-DISH Wireless Debtor payment agreement, or collateral, as applicable. To the extent that one or more of the DISH Wireless Debtors' insurers, sureties, or non-DISH Wireless Debtor-payors pays or satisfies in full or in part a Claim (if and to the extent finally adjudicated by a court of competent jurisdiction or otherwise settled), or such collateral or proceeds from such collateral is used to satisfy such Claim, then immediately upon such payment, the applicable portion of such Claim shall be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

Article VI.K.2 of the Plan is not intended to direct any Holder of a Claim to exhaust remedies against the FCC Trust.

(c) **Applicability of Insurance Policies**

Notwithstanding anything to the contrary in the Plan or Confirmation Order, Confirmation and Consummation of the Plan shall not limit or affect the rights of any third-party beneficiary or other covered party under any of the Debtors' insurance policies with respect to such policies (including the D&O Policies), nor shall anything contained in the Plan (a) constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers under any insurance policy, applicable law, equity, or otherwise, or (b) establish, determine, or otherwise imply any liability or obligation, including any coverage obligation, of any insurer.

C. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims.

1. Allowance of Claims.

After the Effective Date and subject to the terms of the Plan, the Post-Effective Date DISH Wireless Debtors shall have and retain any and all rights and defenses that such Debtor had with respect to any Claim or Interest immediately before the Effective Date. The DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, may, in their discretion, deem any Unimpaired Claim to be Allowed to the same extent such Claim would be allowed under applicable non-bankruptcy law.

Any objections to Claims that are set forth on the Schedules or Filed as a Proof of Claim shall be served and Filed (i) on or before one hundred and eighty (180) days following the later of (a) the Effective Date and (b) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of such Claim, or (ii) such later date as ordered by the Bankruptcy Court; provided that the Post-Effective Date DISH Wireless Debtors may seek to extend such deadline to object to Claims for an additional one hundred and eighty (180) days upon the filing of a motion with the Bankruptcy Court and only after notice and a hearing (to the extent necessary). All Disputed Claims not objected to by the end of such period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

For the avoidance of doubt, the procedures in Article VII of the Plan shall apply to (i) any Secured Type A Claim and (ii) any DISH Wireless General Unsecured Claim held by a Holder that has made the FCC Trust Election with respect to the allowance of such Claim; provided that nothing in Article VII of the Plan shall be construed to modify or supersede the FCC Trust Documents with respect to the mechanics and procedures governing distributions from the FCC Trust.

2. Claims Administration Responsibilities.

Except as otherwise expressly provided in the Plan, from and after the Effective Date, the Post-Effective Date DISH Wireless Debtors shall have the exclusive authority to: (a) File, withdraw, prosecute, or litigate to judgment any objection to any Claim; (b) settle or compromise any such objection, in each case, without further notice to, or action, order, or approval of, the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlement, compromise, or determination, without further notice to, or action, order, or approval of, the Bankruptcy Court; provided that, notwithstanding the foregoing, the Special Governance

Committee shall have the exclusive authority to reconcile, object to, prosecute, settle, and otherwise resolve each Other Class 2E Claim, in each case in accordance with Article IV.O and Article IV.P of the Plan. For the avoidance of doubt, the Post-Effective Date DISH Wireless Debtors shall retain exclusive authority under Article VII.B of the Plan with respect to FCC Trust-Eligible Claims.

Except as otherwise expressly provided in the Plan or the Confirmation Order, from and after the Effective Date, the Post-Effective Date DISH Wireless Debtors shall have and retain any and all rights and defenses that such Entity had immediately prior to the Effective Date with respect to any Claim or Interest (including any Disputed Claim or Interest), including any Causes of Action retained pursuant to the Plan; provided that the Special Governance Committee shall have the exclusive authority to exercise such rights and defenses with respect to Other Class 2E Claims and Related Party Retained Causes of Action to the extent provided in Article IV.O and Article IV.P of the Plan.

3. Disputed Claims Process.

If the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, dispute any Proof of Claim that is Filed on account of an Unimpaired Claim, such dispute shall be determined, resolved, or adjudicated in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date; provided, however, that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, or the Holder of such Claim may elect to have the validity or amount of such Claim adjudicated by the Bankruptcy Court instead. If the Holder makes such election, the Bankruptcy Court shall apply the law that would have governed the dispute if the Chapter 11 Cases had not been commenced.

If the party authorized under the Plan to administer the applicable Claim disputes any Impaired Claim that is not Allowed as of the Effective Date pursuant to Article III.B of the Plan or a Final Order entered by the Bankruptcy Court (which may include the Confirmation Order), such authorized party, including the Special Governance Committee with respect to any Other Class 2E Claim, shall File an objection with the Bankruptcy Court, and such dispute shall be determined, resolved, or adjudicated by the Bankruptcy Court.

4. Disputed Claims Reserve.

On or before the Effective Date, the Disbursing Agent shall be authorized, but not directed, to establish and maintain the Disputed Claims Reserve exclusively from the DISH Wireless Distributable Value, in the Disputed Claims Reserve Amount, to the extent the Disbursing Agent determines is appropriate in its reasonable discretion. The Disbursing Agent may, in its reasonable discretion, hold Cash in the Disputed Claims Reserve and make distributions, if any, from the Disputed Claims Reserve on account of Allowed DISH Wireless General Unsecured Claims in Class 2E that are Disputed as of the Effective Date as such Claims are resolved by settlement or Final Order. To the extent any amount set aside in the Disputed Claims Reserve on account of a DISH Wireless General Unsecured Claim is not distributed to the Holder of such Claim because such Holder has received a prior or concurrent distribution from the FCC Trust, such amount shall be released from the Disputed Claims Reserve and redistributed as part of the DISH Wireless Distributable Value available for Pro Rata distribution to other Holders of Allowed DISH Wireless General Unsecured Claims in Class 2E, without further notice to or order of the Bankruptcy Court.

To the extent any Disputed DISH Wireless General Unsecured Claim in Class 2E is Allowed after the Effective Date, such Holder shall receive its distribution, if any, from the DISH Wireless Distributable Value in accordance with Article III.B.5(b)(i) of the Plan and the distribution provisions of Article VI of the Plan, solely to the extent of amounts available in the Disputed Claims Reserve. Any amounts remaining in the Disputed Claims Reserve after all such Disputed Claims have been resolved and all related distributions, if any, have been made shall be released and distributed as part of the DISH Wireless Distributable Value in accordance with the Plan, without further notice to or order of the Bankruptcy Court.

5. Estimation of Claims.

Before, on, or after the Effective Date, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim pursuant to applicable Law, including pursuant to section 502(c) of the Bankruptcy Code and/or Bankruptcy Rule 3012, for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision in the Plan to the contrary, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed estimated at zero dollars ($0.00), unless otherwise ordered by the Bankruptcy Court. If the Bankruptcy Court estimates any Claim and does not provide otherwise, such estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions and discharge) and may be used as evidence in any supplemental proceedings. The DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, may elect to pursue supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code (or otherwise) be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration no later than seven (7) days after the date on which such Claim is estimated. The foregoing Claim objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or otherwise resolved by any mechanism approved by the Bankruptcy Court.

6. Adjustment to Claims or Interests Without Objection

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Post-Effective Date DISH Wireless Debtors without having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

7. Disallowance of Claims or Interests

All Claims and Interests of any Entity from which property is sought by the DISH Wireless Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (a) the Entity, on the one hand, and the DISH Wireless Debtors or the

Post-Effective Date DISH Wireless Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

Except as otherwise provided in the Plan or as agreed to by the Post-Effective Date DISH Wireless Debtors, any and all Proofs of Claim that are subject to and Filed after the General Claims Bar Date or Governmental Bar Date, as applicable, shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless such late Proof of Claim has been deemed timely Filed by a Final Order.

8. Amendments to Proofs of Claim or Interest

From and after the Effective Date, and subject to the Bar Date Order and Bankruptcy Rule 3003, a Proof of Claim (or, if applicable, a Proof of Interest) may not be Filed or materially amended with regard to amount, priority, or Secured status without the prior authorization of the Bankruptcy Court or the written consent of the DISH Wireless Debtors (before the Effective Date) or the Post-Effective Date DISH Wireless Debtors (after the Effective Date), as applicable. Any such new or amended Proof of Claim (or, if applicable, Proof of Interest) Filed without such authorization or consent shall be deemed Disallowed in full and reflected accordingly in the Claims Register without any further action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, this paragraph applies only after the applicable General Claims Bar Date or Governmental Bar Date, as applicable, has occurred.

9. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

10. Distributions After Allowance

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

D. Settlement, Release, Injunction, and Related Provisions.

1. Discharge of Claims and Termination of Interests and Intercompany Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, including with respect to Reinstated Claims, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the

Plan or the Confirmation Order, the distributions, rights, and treatment provided in the Plan shall be in complete satisfaction and discharge, effective as of the Effective Date, of all Claims, Interests, Intercompany Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests and Intercompany Interests in, the DISH Wireless Debtors, the DISH Wireless Estates or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, Interests, or Intercompany Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim, Interest or Intercompany Interest based upon such debt, right, Interest or Intercompany Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such Claim, Interest or Intercompany Interest has accepted the Plan.

The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims), Interests, and Intercompany Interests (other than any Intercompany Interests that are Reinstated), subject to the occurrence of the Effective Date.

Notwithstanding anything to the contrary in Article VIII.A of the Plan, the discharge provided in the Plan shall not apply to, and nothing in the Plan or the Confirmation Order shall discharge, release, impair, waive, or otherwise affect (y) any Person's rights (if any) to enforce the FCC Trust Documents in accordance with their terms, or (z) any Claim held by a Holder that is or may constitute a Covered Claim, which shall survive the discharge provided in the Plan solely to the extent necessary for such Holder to assert such Claim against the FCC Trust and receive distributions therefrom in accordance with the FCC Trust Documents and subject to the FCC Trust Third-Party Payment Provisions.

2. Release of Liens

Except as otherwise specifically provided in the Plan, the Confirmation Order, any Sale Order, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Allowed Secured Claim, satisfaction in full of the portion of such Allowed Secured Claim that is Allowed as of the Effective Date, except for any Other Secured Claim that is Reinstated under the Plan, or any Liens required to continue in accordance with the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests in or against any property of the DISH Wireless Debtors or the DISH Wireless Estates shall be fully satisfied and discharged, and all of the right, benefit, title, and interest of any Holder (and the applicable agent of such Holder) of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Post-Effective Date DISH Wireless Debtors, and their successors and assigns. Each Holder of such an Allowed Secured Claim (and the applicable agent for such Holder) shall be authorized and directed, and the Post-Effective Date DISH Wireless Debtors shall be entitled to direct, at the sole cost and expense of the applicable Post-Effective Date DISH Wireless Debtor, such Holder (or applicable agent for such Holder) to release any collateral or other property of any DISH Wireless Debtor (including any possessory collateral) held by such Holder (or the applicable agent for such

Holder) and to take such actions as may be reasonably requested by the Post-Effective Date DISH Wireless Debtors to evidence the release of such mortgage, deed of trust, Lien, pledge, or other security interest, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state or local agency records office or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgage, deed of trust, Lien, pledge, or other security interest. Notwithstanding the foregoing, Article VIII.B of the Plan shall not release, impair, subordinate, or otherwise adversely affect the security interest of DWLLC or Post-Effective Date DWLLC in the Type A Claims Reserve pursuant to the FCC Trust Security Agreement, which shall survive in accordance with Article IV.C.2 of the Plan.

3. Releases by the DISH Wireless Debtors.

Subject in all respects to Article IV.O of the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, in each case except for Claims arising under, or expressly preserved by, the Plan, to the fullest extent permitted under applicable Law, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by and on behalf of each and all of the DISH Wireless Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors, in each case on behalf of themselves and their respective successors, assigns, and Representatives, and any and all Entities that may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the DISH Wireless Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or the DISH Wireless Estates, Affiliates, heirs, executors, administrators, successors, assigns, Representatives, or any other Entity claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Interest or Intercompany Interest in, a DISH Wireless Debtor or other Entity, or that any Holder of any Claim against or Interest or Intercompany Interest in a DISH Wireless Debtor or other Entity could have asserted on behalf of the DISH Wireless Debtors based on or relating to, or in any manner arising from, in whole or in part, the DISH Wireless Debtors (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, the Restructuring Transactions, the FCC Trust, the FCC Trust Documents, the FCC Trust Assets, the FCC Trust Contribution, the Type A Claims Reserve, the FCC Trust Distributions Order, the Chapter 11 Cases of the DISH Wireless Debtors, the DISH Wireless Debtors' in- or out- of- court restructuring efforts, the subject matter of, or the transactions or events giving rise to, any Claim, Interest, or Intercompany Interest that is treated in the Plan, the business or contractual arrangements or interaction between or among any DISH Wireless Debtor and any Released Party, the distribution of any Cash or

other property of the DISH Wireless Debtors to any Released Party, the assertion of or enforcement of rights or remedies against the DISH Wireless Debtors, the restructuring of any Claim, Interest, or Intercompany Interest before or during the Chapter 11 Cases of the DISH Wireless Debtors, including the sale and marketing efforts related thereto, intercompany transactions between or among the DISH Wireless Debtors or between or among the DISH Wireless Debtors and their non-DISH Wireless Debtor Affiliates, the Restructuring Support Agreement, the Prepetition Secured Loan Agreement, the Sale, the Sale Order, the Sale Documents, the Disclosure Statement Order, the Confirmation Order, the First Day Pleadings, the Definitive Documents, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Plan, or the Plan Supplement, the filing of the Chapter 11 Cases of the DISH Wireless Debtors, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement under the Restructuring Transactions, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any Retained Causes of Action; (2) any post-Effective Date obligations of any party or Entity under the Plan, any exhibit to the Plan, the Confirmation Order, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the First Day Pleadings or any order entered related thereto, the Sale Order, the Plan Supplement, or any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents; (3) any Cause of Action related to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct; (4) any rights, claims, or Causes of Action to enforce the FCC Trust Documents and the FCC Trust Distributions Order, in each case in accordance with their terms (including any rights to receive distributions from the FCC Trust or to compel the application of such distributions as required thereby); or (5) any Claim, defense, right of setoff or recoupment, or Cause of Action of the DISH Wireless Debtors, the DISH Wireless Estates, or the Post-Effective Date DISH Wireless Debtors against any Released Party that has filed a Proof of Claim against any of the DISH Wireless Debtors' Estates in the Chapter 11 Cases, to the extent such Claim, defense, right of setoff or recoupment, or Cause of Action: (a) constitutes a defense to, or basis for objection to, the allowance of such proof of claim in whole or in part; (b) constitutes a right of setoff, recoupment, or counterclaim with respect to any liability asserted in or arising from such proof of claim; or (c) arises from or relates to the same transaction, agreement, series of transactions, or occurrence or series of occurrences giving rise to the claims or liabilities asserted in such proof of claim; provided that nothing in this clause (5) shall be construed to (i) revive or reinstate any Claim or Cause of Action that has been separately released, waived, or relinquished by a written agreement entered into prior to the Effective Date, (ii) limit the rights of any Released Party to assert any defense to any such Claim or Cause of Action, or (iii) expand the rights of the Post-Effective Date DISH Wireless

Debtors or any other Entity beyond those rights that existed under applicable Law as of the Petition Date.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the DISH Wireless Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the DISH Wireless Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (2) a good faith settlement and compromise of the Claims and Causes of Action released by the DISH Wireless Debtor Release; (3) in the best interests of the DISH Wireless Debtors, the DISH Wireless Estates, and all Holders of Claims, Interests, and Intercompany Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to any of the DISH Wireless Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors asserting any Claim or Cause of Action released pursuant to the DISH Wireless Debtor Release.

4. [Reserved.]

5. [Reserved.]

6. Releases by Holders of Claims, Interests and Intercompany Interests.

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, each Releasing Party is deemed to have hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each DISH Wireless Debtor, Reorganized DBS Debtor, Post-Effective Date DISH Wireless Debtor, and Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the DISH Wireless Debtors, the DISH Wireless Estates, the Reorganized DBS Debtors, or the Post-Effective Date DISH Wireless Debtors (as applicable), whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or the DISH Wireless Estates, Affiliates, heirs, executors, administrators, successors, assigns, Representatives, and any other Entities claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the DISH Wireless Debtors (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the DISH Wireless Debtors or the Reorganized DBS Debtors or the Post-Effective Date DISH Wireless Debtors, the Restructuring Transactions, the FCC Trust, the FCC Trust Documents, the FCC Trust Assets, the FCC Trust Contribution, the Type A Claims Reserve, the FCC Trust Distributions Order, the Chapter 11 Cases, the DISH Wireless Debtors' in- or out- of- court restructuring efforts, the subject matter of, or the transactions or events giving rise to, any Claim, Interest, or Intercompany Interest that is

treated in the Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the distribution of any Cash or other property of the DISH Wireless Debtors to any Released Party, the assertion of or enforcement of rights or remedies against the DISH Wireless Debtors, the restructuring of any Claim, Interest, or Intercompany Interest before or during the Chapter 11 Cases, including the sale and marketing efforts related thereto, intercompany transactions between or among the DISH Wireless Debtors or between the DISH Wireless Debtors and their non-DISH Wireless Debtor Affiliates, the Restructuring Support Agreement, the Prepetition Secured Loan Agreement, the Sale, the Sale Order, the Sale Documents, the Amended Notes, the Amended Notes Indentures, the Disclosure Statement Order, the Confirmation Order, the First Day Pleadings, the Definitive Documents, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Definitive Documents, the Plan, or the Plan Supplement, the filing of the Chapter 11 Cases of the DISH Wireless Debtors, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement under the Restructuring Transactions, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under the Plan, any exhibit to the Plan, the Confirmation Order, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the First Day Pleadings or any order entered related thereto, the Sale Order, the Plan Supplement, the Amended Notes Indentures, or any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents, (2) any Cause of Action related to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, (3) any rights, claims, or Causes of Action to enforce the FCC Trust Documents or the FCC Trust Distributions Order, in each case in accordance with their terms (including any rights to receive distributions from the FCC Trust or to compel the application of such distributions as required thereby), or (4) any Covered Claim held by a Releasing Party, which shall survive the releases provided above solely to the extent necessary for such Releasing Party to assert such Claim against the FCC Trust and receive distributions therefrom in accordance with the Plan (in respect of Secured Type A Claims) and the FCC Trust Documents.

Notwithstanding anything to the contrary in the Plan, neither the Plan, nor any order of the Bankruptcy Court, including the Confirmation Order, or any eligible Holder's election not to opt in to the Third-Party Release (as applicable), or to object to the Third-Party Release, shall modify or otherwise affect the requirement of the FCC Trust Documents that any Entity seeking to recover from the FCC Trust execute a full and complete release and discharge of any and all Covered Claims against the EchoStar Parties, in a form prepared and promulgated by the Trustee that is acceptable to EchoStar and DWLLC.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the Confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the DISH Wireless Debtors and the DISH Wireless Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for a hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

7. Exculpation.

Except as otherwise specifically provided in the Plan or the Confirmation Order, to the fullest extent permitted by applicable law, each Exculpated Party is exculpated from, and no Exculpated Party shall have or incur any liability to, or be subject to any right, claim or cause of action by, any Entity for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases of the DISH Wireless Debtors, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Definitive Documents, the Solicitation Materials, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases of the DISH Wireless Debtors, the First Day Pleadings, the Definitive Documents, the negotiation and pursuit of the Restructuring Support Agreement, the Amended Notes Indentures, the Plan Supplement, the participation in the Sale, the pursuit of Confirmation, the FCC Trust, the FCC Trust Documents, the FCC Trust Assets, the FCC Trust Contribution, the Type A Claims Reserve, the FCC Trust Distributions Order, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; provided, however, that the foregoing exculpation shall not apply to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct. The Exculpated Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of Securities hereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable Law or rules protecting such Exculpated Parties from liability. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

8. Injunction.

Except as otherwise specifically provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Intercompany Interests that have been released, discharged, or settled, or are subject to exculpation under the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the of the DISH Wireless Debtors, the Reorganized DBS Debtors, the Post-Effective Date DISH Wireless Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Causes of Action, Claims, Interests, or Intercompany Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Causes of Action, Claims, Interests, or Intercompany Interests; and (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the DISH Wireless Estates of such Entities on account of or in connection with or with respect to any such Causes of Action, Claims, Interests, or Intercompany Interests. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, or the Confirmation Order, the automatic stay pursuant to section 362 of the Bankruptcy Code shall remain in full force and effect with respect to the DISH Wireless Debtors and any property dealt with by the Plan until the closing of these Chapter 11 Cases of the DISH Wireless Debtors.

Upon entry of the Confirmation Order, all Holders of Claims, Interests, and Intercompany Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim, Allowed Interest, or Allowed Intercompany Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim, Interest, or Intercompany Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.H of the Plan.

Notwithstanding the foregoing, nothing in Article VIII.H of the Plan shall enjoin or otherwise restrict any Holder of a Claim that is or may constitute a Covered Claim from asserting such Claim against the FCC Trust or the Trustee, or from receiving distributions from the FCC Trust, in each case in accordance with the Plan (in respect of Secured Type A Claims) and the FCC Trust Documents.

9. Protection Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, no Governmental Unit shall deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, any Post-Effective Date DISH Wireless Debtor, or another Entity with whom the Post-Effective Date DISH Wireless Debtors have been associated, solely because such Post-Effective Date DISH Wireless Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of its Chapter 11 Case (or during

its Chapter 11 Cases but before it is granted or denied a discharge), or has not paid a debt that is dischargeable in its Chapter 11 Case.

10. Subordination Rights

Any distributions under the Plan shall be received and retained free from any obligations to hold or transfer the same to any other Holder and shall not be subject to levy, garnishment, attachment, or other legal process by any Holder by reason of claimed contractual subordination rights. Any such subordination rights shall be waived, and the Confirmation Order shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any contractual, legal, or equitable subordination rights to property, assets, and interests distributed under the Plan, in each case other than as provided in the Plan.

11. Document Retention

On and after the Effective Date, the Post-Effective Date DISH Wireless Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Post-Effective Date DISH Wireless Debtors.

12. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim as no longer contingent.

E. Conditions Precedent to Consummation of the Plan

1. Conditions Precedent to the Effective Date.

It shall be a condition to Consummation that the following conditions shall have been satisfied or waived in accordance with Article IX.B of the Plan:

(a) the Restructuring Support Agreement shall not have been terminated as to the Consenting Creditors and shall be in full force and effect and no termination event thereunder shall have occurred and remain occurring;

(b) the Restructuring Transactions related to the DISH Wireless Debtors shall have been implemented in all material respects;

(c) no court or governmental authority of competent jurisdiction shall have enacted, issued, promulgated, or entered any final, non-appealable order or injunction (that has not been stayed) that makes illegal or otherwise restrains, enjoins, or prohibits the consummation of the Plan or any of the Definitive Documents;

(d) any and all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by Law to be

received or to occur to implement the Plan on the Effective Date shall have been obtained or shall have occurred;

(e) the Bankruptcy Court shall have entered the Disclosure Statement Order, which order shall be in full force and effect and shall not have been stayed, modified, or vacated on appeal;

(f) the Bankruptcy Court shall have entered the Confirmation Order, which shall be in full force and effect and shall not have been reversed, stayed, modified, dismissed, reconsidered, or vacated on appeal, and such order shall:

(i) authorize the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, and other agreements or documents created in connection with the Plan;

(ii) decree that the provisions in the Confirmation Order and the Plan are non-severable and mutually dependent;

(iii) authorize the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, to take all actions applicable or necessary to (i) implement the Restructuring Transactions, (ii) make all distributions and issuances as required under the Plan, and (iii) enter into any agreements, transactions, and sales of property as set forth in the Plan Supplement;

(iv) authorize the implementation of the Plan in accordance with the terms hereof;

(v) provide that all Claims for damages resulting from the rejection or termination of a real property lease shall be Allowed only to the extent provided under section 502(b)(6) of the Bankruptcy Code; and

(vi) provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax;

(g) the final version of each of the Plan, the Plan Supplement, and the Definitive Documents, and any exhibits, schedules, amendments, modifications or supplements thereto or other documents contained therein, shall have been executed or Filed, as applicable, in form and substance consistent in all material respects with the Restructuring Support Agreement and the Plan, and

comply with the applicable consent rights set forth in the Restructuring Support Agreement and the Plan, and shall not have been modified in a manner inconsistent with the Restructuring Support Agreement and the Plan, and all conditions precedent to the effectiveness of the Definitive Documents shall have been satisfied or waived in accordance with the terms of such Definitive Documents; and

(h) all amounts required to be paid by the DISH Wireless Debtors, EchoStar, or DNC on or prior to the Effective Date as a condition precedent to the occurrence of the Effective Date under the Restructuring Support Agreement shall have been paid, or shall be paid substantially contemporaneously with the occurrence of the Effective Date, in accordance with the Restructuring Support Agreement and the Plan.

2. Waiver of Conditions

The conditions to Consummation of the Plan set forth in Article IX of the Plan may be waived by the DISH Wireless Debtors only with the prior written consent (email shall suffice) of the Required Consenting Creditors, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to Confirm or Consummate the Plan.

3. Substantial Consummation

On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

4. Effect of Non-Occurrence of Conditions to the Effective Date

If Consummation does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release by the DISH Wireless Debtors of any Claims, Interests, or Intercompany Interests; (2) prejudice in any manner the rights of the DISH Wireless Debtors, any Holders of Claims, Interests, or Intercompany Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the DISH Wireless Debtors, any Holders of Claims, Interests, or Intercompany Interests, or any other Entity in any respect; provided that all provisions of the Restructuring Support Agreement that survive termination thereof shall remain in effect in accordance with the terms thereof.

F. Modification, Revocation, or Withdrawal of the Plan

1. Modifications and Amendments

Except as otherwise provided in the Plan and subject to any approval rights set forth in the Restructuring Support Agreement, the DISH Wireless Debtors reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the DISH Wireless Debtors expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the DISH Wireless Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the

Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan; provided, however, that no such modifications of the Plan may be made without Bankruptcy Court approval to the extent such modifications would prejudice the rights under the Plan of Holders of DISH Wireless General Unsecured Claims or Holders of Administrative Claims against DISH Wireless Debtors. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X of the Plan.

2. Effect of Confirmation on Modifications.

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof and before the Confirmation Date are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

3. Revocation or Withdrawal of the Plan.

The DISH Wireless Debtors reserve the right to revoke or withdraw the Plan with respect to any DISH Wireless Debtor or all DISH Wireless Debtors, prior to the Confirmation Date. If the DISH Wireless Debtors revoke or withdraw the Plan with respect to any DISH Wireless Debtor, or if Confirmation or Consummation does not occur with respect to any DISH Wireless Debtor, then: (1) the Plan with respect to such DISH Wireless Debtor shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan with respect to such DISH Wireless Debtor (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan with respect to such DISH Wireless Debtor, and any document or agreement executed pursuant to the Plan with respect to such DISH Wireless Debtor, other than the Restructuring Support Agreement and any rights or obligations thereunder that survive in accordance with its terms, shall be deemed null and void; and (3) nothing contained in the Plan with respect to such DISH Wireless Debtor shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the DISH Wireless Debtors, the DISH Wireless Estates, or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the DISH Wireless Debtors, the DISH Wireless Estates, or any other Entity.

X. CONFIRMATION OF THE PLAN

A. The Confirmation Hearing

Under section 1128(a) of the Bankruptcy Code, the Bankruptcy Court, after notice, may hold a hearing to confirm a plan of reorganization. The Confirmation Hearing may be continued or adjourned from time to time without further notice to parties in interest other than an adjournment announced in open court or a notice of adjournment Filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules. Subject to section 1127 of the Bankruptcy Code and the Restructuring Support Agreement, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Section 1128(b) of the Bankruptcy Code provides that a party in interest may object to Confirmation of the Plan. An objection to Confirmation of the Plan must be Filed with the Bankruptcy Court and served on the Debtors and certain other parties in interest in accordance with the applicable order of the Bankruptcy Court so that it is actually received on or before the deadline to file such objections as set forth therein. The Plan and Disclosure Statement Objection Deadline is [●], at [●] (prevailing Central Time).

B. Requirements for Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of the Plan. Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an Impaired Class, the Plan otherwise satisfies the requirements for confirmation and "does not discriminate unfairly" and is "fair and equitable" as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the "best interests" of Holders of Claims or Interests.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11 for plan confirmation; (2) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11 for plan confirmation; and (3) the Plan has been proposed in good faith and not by any means forbidden by law.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires the Bankruptcy Court to find, as a condition to confirmation, that confirmation is not likely to be followed by the Debtors' liquidation or the need for further financial reorganization, unless that liquidation or reorganization is contemplated by the Plan.

The Plan provides for the wind down of the DISH Wireless Debtors. Accordingly, the DISH Wireless Debtors have not prepared financial projections.

D. Acceptance by Impaired Class

The Bankruptcy Code requires, as a condition to confirmation, that each class of claims or equity interests that is impaired under a plan, accept the plan unless certain other requirements are met.[61] A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.[62]

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in a number of allowed claims in that class, counting only those claims that have *actually* voted to accept or to reject the plan. A class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number of the Allowed Claims in such class that actually vote on the Plan cast their ballots in favor of acceptance.

Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of impaired equity interests as acceptance by holders of at least two-thirds in amount of allowed interests in

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[61] For a discussion of plan confirmation requirements without acceptance by all impaired classes, see Article X.E of this Disclosure Statement entitled "Confirmation Without Acceptance by All Impaired Classes."

[62] A class of claims is "impaired" within the meaning of section 1124 of the Bankruptcy Code unless the plan (a) leaves unaltered the legal, equitable and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

that class, counting only those interests that have *actually* voted to accept or to reject the plan. A Class of Interests will have voted to accept the Plan only if two-thirds in amount of the Allowed Interests in such class that actually vote on the Plan cast their ballots in favor of acceptance

Pursuant to Article III.E of the Plan, if a Class contains Claims and is eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims in such Class shall be deemed to have accepted the Plan.

E. Confirmation Without Acceptance by All Impaired Class

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided* that all other requirements for confirmation have been satisfied including that the plan has been accepted by at least one impaired class where such acceptance is determined without including acceptance by an insider.[63] Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cramdown" so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

Section 1129(a)(10) provides that if a class of claims is impaired under the plan, at least one class of claims that is impaired under the plan has accepted the plan, determined without including any acceptance of the plan by any insider.

The Plan contains only one Impaired Class entitled to vote (*i.e.*, Class 2E). Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by Class 2E. However, the "cramdown" requirements embodied in section 1129(b) cannot be satisfied if Class 2E rejects the Plan.

The DISH Wireless Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to obtain the acceptance of Class 2E.

1. No Unfair Discrimination

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and receive different treatment under a plan. The test does not require that treatment be the same or equivalent, but that treatment be "fair." Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

The DISH Wireless Debtors submit that if the DISH Wireless Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it does not "discriminate unfairly." All Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank.

2. Fair and Equitable Test

[63] *See* 11 U.S.C. §§ 1129(a)(10), 1129(b). Section 101(31) of the Bankruptcy Code defines "insider" to include, among others, directors, officers, and persons in control of a debtor corporation, as well as affiliates or insiders of affiliates. 11 U.S.C. § 101(31).

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in the class. In general, section 1129(b) of the Bankruptcy Code permits confirmation notwithstanding non-acceptance by an impaired class if that class and all junior classes are treated in accordance with the "absolute priority" rule, which requires that the dissenting class be paid in full before a junior class may receive any value under the Plan on account of such junior claims or interests.

The DISH Wireless Debtors submit that if the DISH Wireless Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it satisfies the "fair and equitable" requirement. No Class under the Plan will receive more than 100 percent of the amount of Allowed Claims or Interests in that Class. The DISH Wireless Debtors believe that the Plan and the treatment of all Classes of Claims or Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

F. Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires, as a condition to confirmation, that each holder of a claim or an equity interest in an impaired class either (a) vote to accept or (b) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value that such holder would receive or retain if the debtors liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to Holders of each Impaired Class of Claims and Interests if the DISH Wireless Debtors were liquidated under chapter 7, the Bankruptcy Court must first determine the aggregate dollar amount that would be generated from the DISH Wireless Debtors' assets if these Chapter 11 Cases were converted to chapter 7 cases under the Bankruptcy Code. To make these findings, the Bankruptcy Court must: (a) estimate the Cash liquidation proceeds that a chapter 7 trustee would generate if each of the DISH Wireless Debtors' Chapter 11 Cases were converted to a chapter 7 case and the assets of such DISH Wireless Debtors' Estates were liquidated; (b) determine the liquidation distribution that each non-accepting Holder of an Impaired Claim or Interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such Holder's liquidation distribution to the Distribution under the Plan that such Holder would receive if the Plan were confirmed and consummated.

Costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as compensation of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid expenses incurred by the DISH Wireless Debtors in their Chapter 11 Cases (such as compensation of attorneys, financial advisors and accountants) that are allowed in the chapter 7 cases, litigation costs, and claims arising from the operations of the DISH Wireless Debtors during the pendency of the Chapter 11 Cases.

In these cases, as described below, the DISH Wireless Debtors believe that anticipated recoveries to each Class of Impaired Claims under the Plan implies a greater or equal recovery to Holders of Claims in Impaired Classes than the recovery available in a chapter 7 liquidation.

Attached hereto as Exhibits D and incorporated herein by reference is the liquidation analysis (the "Liquidation Analysis") prepared by the DISH Wireless Debtors, with the assistance of the advisors and reliance upon the valuation methodologies utilized by the advisors. As

reflected in the Liquidation Analysis, the DISH Wireless Debtors believe that liquidation of the DISH Wireless Debtors' respective businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by Holders of Claims or Interests as compared to distributions contemplated under the Plan. Consequently, the DISH Wireless Debtors and their management believe that Confirmation of the Plan will provide a substantially greater return to Holders of Claims or Interests than would a liquidation under chapter 7 of the Bankruptcy Code.

The following chart reflects the estimated recoveries under a hypothetical chapter 7 liquidation as compared to the recoveries under the Plan:[64]

Class	Claims and Interests	Estimated Amount and Approximate Percentage Recovery	Estimated Recovery in Chapter 7
2A	Other Secured Claims	Estimated Allowed Amount: $0 Estimated Percentage Recovery: 100%	Estimated Allowed Amount: $0 Estimated Percentage Recovery: N/A
2B	Other Priority Claims	Estimated Allowed Amount: $0 Estimated Percentage Recovery: N/A	Estimated Allowed Amount: $0 Estimated Percentage Recovery: N/A
2C	Prepetition Secured Loan Claims	Estimated Allowed Amount: $76.9 million Estimated Percentage Recovery: 100%	Estimated Allowed Amount: $76.9 million Estimated Percentage Recovery: 0% – 34.5%
2D	Secured Type A Claims[65]	Estimated Allowed Amount: $120.2 million Estimated Percentage Recovery: 100%	Estimated Allowed Amount: $120.2 million Estimated Percentage Recovery: 100%
2E	DISH Wireless General	Estimated Allowed Amount: $9,011.6 – $10,548.6 – $13,925.8 million	Estimated Allowed Amount: $9,011.6 – $10,548.6 – $13,925.8 million

[64] Figures with respect to the Allowed amounts of the Claims set forth in this chart are based upon the DISH Wireless Debtors' best estimates of such Claims as of the date of this Disclosure Statement. These estimates are based on various assumptions. The actual amounts of Allowed Claims may differ significantly from these estimates should one or more underlying assumptions prove to be incorrect. Such differences may adversely affect the percentage of recovery to holders of Allowed Claims under the Plan. Moreover, the estimated recoveries set forth herein are necessarily based on certain assumptions, the realization of which are beyond the DISH Wireless Debtors' control.

[65] The projected amount of Class 2D Secured Type A Claims assumes that no Holder of a Class 2E DISH Wireless General Unsecured Claim makes the optional Type A Convenience Claim Election to be treated as a Class 2D Secured Type A Claim.

	Unsecured Claims[66]	Estimated Percentage Recovery:[67] ≥0% (from the DISH Wireless Distributable Value only; these percentages do not include potential recoveries from the FCC Trust or Litigation Proceeds[68])	Estimated Percentage Recovery:[69] 0%
2F	[Reserved.]	N/A	N/A

[66] The projected Claims range for Class 2E assumes that the Claims held by the DWLLC Claims Trust under the DWLLC Intercompany Loan are Allowed. The low range assumes that the value of each Claim held by DWLLC's lease or contract counterparties that is subject to dispute is $0.00 based on DWLLC's performance having been excused under the *force majeure* provisions of the applicable agreements or pursuant to the doctrines of frustration of purpose, impossibility, or impracticability under applicable law. The middle range assumes that the Claims arising from the termination of a lease of real property (*e.g.*, tower leases) are capped under section 502(b)(6) of the Bankruptcy Code. The high range assumes that such lease claims are not capped under section 502(b)(6) but that Allowed Claims asserted by such creditors are discounted to present value at a discount rate of 10%.

[67] The projected recovery percentage assumes that the assets available for distribution to Holders of Class 2E Claims are limited to the DISH Wireless Distributable Value and does not reflect such Holders' potential ability to recover from the FCC Trust if such Holders make the FCC Trust Election. By contrast, a Holder of an Allowed FCC Trust-Eligible Claim that (a) makes the Type A Convenience Claim Election and is determined to hold an Eligible Covered Claim will receive $100,000 under the Plan, (b) makes the Quick Pay Election and votes to accept the Plan will receive the Quick Pay Allowed Amount for such claim as set forth on the Quick Pay Schedule, or (c) makes the FCC Trust Election may potentially recover up to 100% of its Allowed Claim from the FCC Trust. The DISH Wireless Debtors expect that the Covered Claims asserted by Crown Castle, American Tower, and SBA will be capped under section 502(b)(6) of the Bankruptcy Code and if that expectation is correct, the DISH Wireless Debtors believe the FCC Trust, rather than the Plan or the DISH Wireless Debtors' estates, is expected to have more than sufficient assets to pay all Eligible Covered Claims in full. Every Holder of a Claim against the DISH Wireless Debtors that is or becomes Allowed by Final Order and is eligible to submit a claim to the FCC Trust is subject in all respects to the terms of the FCC Trust Agreement, including the release of the EchoStar Parties required as a condition to any distribution. The approximately $8.85 billion DWLLC Intercompany Claim, which is an Other Class 2E Claim, is excluded from recovering from the FCC Trust.

[68] As discussed herein, the Plan provides that the Retained Causes of Action shall vest in and be preserved by either the Post-Effective Date DISH Wireless Debtors (with respect to the Other Retained Causes of Action) or the Special Governance Committee (with respect to the Related Party Retained Causes of Action) to be prosecuted, settled, or otherwise resolved for the benefit of Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds. Such Retained Causes of Action are contingent, unliquidated, and disputed and the liability on such claims, if any, is highly speculative. Therefore, the estimated recovery for General Unsecured Claims does not take into account Litigation Proceeds related to the Retained Causes of Action.

[69] The projected recovery percentage assumes that the assets available for distribution to Holders of Class 2E Claims are all remaining assets of the DISH Wireless Debtors' Estates after payment of higher priority Claims.

2G	DISH Wireless Intercompany Claims	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A
2H	Interests in DISH Wireless Debtors	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A	Estimated Allowed Amount: N/A Estimated Percentage Recovery: N/A

XI. RISK FACTORS

BEFORE TAKING ANY ACTION WITH RESPECT TO THE PLAN, HOLDERS OF CLAIMS AGAINST THE DISH WIRELESS DEBTORS WHO ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN SHOULD CAREFULLY READ AND CONSIDER THE RISK FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, THE PLAN, AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH, REFERRED TO, OR INCORPORATED BY REFERENCE INTO THIS DISCLOSURE STATEMENT, INCLUDING OTHER DOCUMENTS FILED WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES. THE RISK FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DISH WIRELESS DEBTORS' BUSINESSES OR THE RESTRUCTURING AND CONSUMMATION OF THE PLAN. EACH OF THE RISK FACTORS DISCUSSED IN THIS DISCLOSURE STATEMENT MAY APPLY EQUALLY TO THE DISH WIRELESS DEBTORS AND THE POST-EFFECTIVE DATE DISH WIRELESS DEBTORS, AS APPLICABLE AND AS CONTEXT REQUIRES.

A. General

The following provides a summary of various important considerations and risk factors associated with the Plan; however, it is not exhaustive and should not be regarded as presenting the only risks or considerations with respect to the DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, the Plan, or the Plan's implementation. In considering whether to vote to accept or reject the Plan, Holders of Claims entitled to vote on the Plan should read and carefully consider the factors set forth below, as well as other information set forth or otherwise referenced or incorporated by reference in this Disclosure Statement.

B. Bankruptcy Law and Chapter 11 Case Considerations

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to Holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of Holders of Claims in such Impaired Classes.

1. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. Here, it is possible that parties may object to confirmation of the DISH Wireless Debtors' Plan on grounds related to how the Claims and Interests are classified in the Plan. In that case, the cost of the Chapter 11 Cases and time needed to confirm the Plan (or otherwise resolve the Chapter 11 Cases) could increase. This is particularly the case if the Bankruptcy Court concludes that the classification of Claims and/or Interests under the Plan do not comply with the Bankruptcy Code's requirements. Under such circumstances, the Plan might need to be modified. Such modification could require the DISH Wireless Debtors to re-solicit votes on the Plan before the Plan can be confirmed.

Nevertheless, the DISH Wireless Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the DISH Wireless Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. However, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. The DISH Wireless Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases

For the duration of the Chapter 11 Cases, the DISH Wireless Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern (as applicable), will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following, to the extent applicable: (a) ability to develop, confirm, and consummate the Restructuring Transactions specified in the Plan; (b) ability to obtain Bankruptcy Court approval with respect to motions filed in the Chapter 11 Cases from time to time; (c) ability to maintain relationships with suppliers, vendors, service providers, customers, employees, and other third parties; (d) ability to maintain contracts that are critical to the DISH Wireless Debtors' operations; (e) ability of third parties to seek and obtain Bankruptcy Court approval to terminate contracts and other agreements with the DISH Wireless Debtors; (f) ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the DISH Wireless Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee or examiner, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (g) the actions and decisions of the DISH Wireless Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the DISH Wireless Debtors' plans.

These risks and uncertainties could affect the DISH Wireless Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the DISH Wireless Debtors' relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the DISH Wireless Debtors' operations and financial condition. Also, the DISH Wireless Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the DISH Wireless Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Moreover, the associated costs to the DISH Wireless Debtors may be significantly increased if the Chapter 11 Cases prove to be highly contentious or protracted. Because of the risks and uncertainties associated with the Chapter 11 Cases, the DISH Wireless Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the DISH Wireless Debtors' plans.

3. The Restructuring Support Agreement May Be Terminated

To the extent that events giving rise to termination of the Restructuring Support Agreement occur, the Restructuring Support Agreement may terminate prior to the Confirmation or Consummation of the Plan, which could result in the loss of support for the Plan by important creditor constituencies, including the withdrawal of such creditors' votes to approve the Plan. Any such loss of support could adversely affect the DISH Wireless Debtors' Chapter 11 Cases and their ability to confirm and consummate the Plan.

4. The Conditions Precedent to the Effective Date of the Plan May Not Occur

As more fully set forth in Article IX.A of the Plan, the Consummation of the Plan is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Confirmation and Effective Date of the Plan will not take place. In the event that the Effective Date does not occur, the DISH Wireless Debtors may seek confirmation of a new plan. In such event, if the DISH Wireless Debtors do not secure sufficient working capital to continue their operations or if the new plan is not confirmed, the DISH Wireless Debtors may be forced to liquidate their assets which the DISH Wireless Debtors believe would likely result in less favorable outcomes to Holders of Claims and Interests than would be afforded by the Plan (including, with respect to assets contemplated to be sold or liquidated by the Plan, because such assets may be sold or liquidated in a manner less favorable than those contemplated by the Plan).

5. If the Plan Is Confirmed But Consummation Does Not Thereafter Occur, the Plan Will Become Null and Void in All Respects.

Confirmation of the Plan by the Bankruptcy Court is a necessary but not sufficient condition to the implementation of the Plan and the making of distributions to Holders of Allowed Claims. Consummation of the Plan—meaning the occurrence of the Effective Date—requires the satisfaction or waiver of each of the conditions precedent set forth in Article IX.A of the Plan following entry of the Confirmation Order. There can be no assurance that all such conditions will be timely satisfied or waived.

If the Plan is confirmed but Consummation does not thereafter occur, the Plan shall be null and void in all respects. In such event, nothing contained in the Plan or this Disclosure Statement shall: (a) constitute a waiver or release of any Claims against, or Interests in, the DISH Wireless Debtors or any other Entity; (b) prejudice in any manner the rights of any Holder of a Claim against or Interest in the DISH Wireless Debtors, the DISH Wireless Debtors themselves, or any other party in interest; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the DISH Wireless Debtors or any other party in interest. Entry of the Confirmation Order alone does not confer any legal protection on any party with respect to Claims, Interests, or rights that are intended to be modified, released, or discharged under the Plan, and all such Claims, Interests, and rights would revert to their pre-confirmation status if the Effective Date does not occur.

This risk is distinct from and in addition to the risk of non-confirmation addressed above. Holders of impaired Claims should therefore not assume that a vote in favor of the Plan or entry of the Confirmation Order will result in the distributions and other treatment described in the Plan. Holders of Claims are strongly urged to review the conditions precedent to the Effective Date set forth in Article IX.A of the Plan and consult with their legal advisors regarding the consequences of non-consummation.

6. The DISH Wireless Debtors May Fail to Satisfy Vote Requirements

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the DISH Wireless Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. Nonetheless, there can be no assurance that votes will be received in sufficient number or amounts to enable the Bankruptcy Court to confirm the Plan, that there may not be disputes about whether sufficient accepting votes have been received or the outcome of such disputes. In the event that the Plan is not accepted by Class 2E, the sole voting class (not counting the votes of any insiders), the DISH Wireless Debtors may seek to confirm an alternative chapter 11 plan or transaction, subject to the terms of the Restructuring Support Agreement. There can be no assurance that the terms of any such alternative chapter 11 plan or other transaction would be similar or as favorable to the Holders of Claims as those proposed in the Plan and the DISH Wireless Debtors do not believe that any such transaction exists or is likely to exist that would be more beneficial to the Estates than the Plan.

7. The Bankruptcy Court May Find the Solicitation of Acceptances Inadequate

Usually, votes to accept or reject a chapter 11 plan are solicited after the filing of a petition commencing a chapter 11 case and after the bankruptcy court has approved procedures relating to the solicitation, including a disclosure statement that the court has approved as containing adequate information. Nevertheless, a DISH Wireless Debtor may solicit votes prior to the commencement of a chapter 11 case in accordance with section 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b). Sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) require that:

- solicitation comply with applicable non-bankruptcy law;
- the chapter 11 plan be transmitted to substantially all creditors and other interest holders entitled to vote; and
- the time prescribed for voting is not unreasonably short under the circumstances.

In addition, Bankruptcy Rule 3018(v) provides that a holder of a claim or interest who has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the court finds after notice and a hearing that the plan was not transmitted in accordance with reasonable solicitation procedures. While the DISH Wireless Debtors believe that the requirements of sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) will be met, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

8. The DISH Wireless Debtors May Not Be Able to Secure Confirmation of the Plan or Confirmation May Be Delayed

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes (assuming there is an accepting impaired class); (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims or equity interests within a particular class under such plan will not be less than

the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

Under the Plan, certain Classes are unimpaired and are conclusively presumed to accept the Plan without the solicitation of votes. One Class is impaired and entitled to vote to accept or reject the Plan. Certain additional Classes are deemed to reject the Plan because they will receive no distribution under the Plan.

There can be no assurance that the requisite acceptances to confirm the Plan will be received, or that the Bankruptcy Court will confirm the Plan even if votes are received in the requisite numbers and amounts. A non-accepting Holder of an Allowed Claim or other party might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the DISH Wireless Debtors will be able to resolve these Chapter 11 Cases on terms that are as favorable as the Plan or what, if anything, Holders of Claims against them would ultimately receive.

If the Plan is not confirmed in a timely manner, it is unclear whether the transactions contemplated thereby could be implemented through an alternative mechanism or plan and what Holders of Claims and Interests would ultimately receive with respect to their Claims and Interests. Any alternative would likely provide Holders of Claims with less than they would have received pursuant to the Plan. Moreover, an inability to confirm the Plan could result in extended chapter 11 proceedings with greater administrative costs.

The DISH Wireless Debtors, subject to the terms and conditions of the Plan and the Restructuring Support Agreement, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class of Claims or Interests, as well as any Class junior to such non-accepting Class, than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

9. The DISH Wireless Debtors May Not Be Able to Secure Nonconsensual Confirmation Over Certain Impaired Non-Accepting Classes

In the event that any impaired Class of Claims or Interests does not accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan at the DISH Wireless Debtors' request if at least one impaired Class (as defined under section 1124 of the Bankruptcy Code) has accepted the Plan (with such acceptance being determined without including the vote of any "insider" in such Class), and, as to each impaired Class that has not accepted the Plan, the Bankruptcy Court determines that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired Class(es). The DISH Wireless Debtors believe that the Plan satisfies these requirements, and the DISH Wireless Debtors may request such nonconsensual Confirmation in accordance with section 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation may result in, among other things, increased expenses relating to professional compensation and additional delay in the Chapter 11 Cases.

10. The Periods in Which the DISH Wireless Debtors Have an Exclusive Right to Propose and Solicit the Plan May Expire

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code provides the DISH Wireless Debtors with the exclusive right to propose and solicit votes on the Plan and prohibits creditors and others from proposing and soliciting votes on a plan. If the DISH Wireless Debtors' exclusivity rights expire or the Bankruptcy Court terminates those rights, however, there could be a material adverse effect on the DISH Wireless Debtors' ability to achieve confirmation of the Plan because creditors and other parties may propose a competing plan.

As discussed in Article VII.N of this Disclosure Statement, the Creditors' Committee has filed the Committee Chapter 11 Trustee and Exclusivity Motion, which requests, in part, that the Bankruptcy Court terminate the DISH Wireless Debtors' exclusive periods to propose a Plan. There can be no assurance that the Bankruptcy Court will deny the Committee Chapter 11 Trustee and Exclusivity Motion. If the Bankruptcy Court grants the relief requested therein, including the appointment of a chapter 11 trustee or the termination of the DISH Wireless Debtors' exclusive periods, such relief could materially and adversely affect the DISH Wireless Debtors' ability to confirm and consummate the Plan on the timeline contemplated herein, and could result in the proposal of a competing chapter 11 plan by the Creditors' Committee or other parties in interest.

11. The Bankruptcy Court May Appoint a Chapter 11 Trustee

While there is a strong presumption that a debtor should maintain control of the estate during the pendency of a chapter 11 case, this presumption is not absolute and section 1104(a) of the Bankruptcy Code provides for the appointment of a chapter 11 trustee.

As discussed in Article VII.N of this Disclosure Statement, the Creditors' Committee filed the Committee Chapter 11 Trustee and Exclusivity Motion requesting, among other things, the appointment of a chapter 11 trustee for the DISH Wireless Debtors pursuant to section 1104(a) of the Bankruptcy Code. There can be no assurance that the Bankruptcy Court will deny the Committee Chapter 11 Trustee and Exclusivity Motion. If the Bankruptcy Court grants the motion and appoints a chapter 11 trustee, control over the DISH Wireless Debtors' estates, including the administration and prosecution of the Plan, would be transferred from the DISH Wireless Debtors' existing management to such trustee. The appointment of a chapter 11 trustee could result in, among other things: (a) material delays in the confirmation and consummation of the Plan; (b) increased administrative expenses, including the compensation of the trustee and its professionals; (c) a change in the strategic direction of the Chapter 11 Cases, including the possible pursuit of alternative transactions or plans of reorganization that may provide different, and potentially less favorable, treatment to certain Holders of Claims; (d) disruption to the DISH Wireless Debtors' ongoing decommissioning activities and the marketing process for the proposed Sale; and (e) uncertainty regarding the continued viability of the Restructuring Support Agreement, which could trigger termination events thereunder. In addition, the appointment of a chapter 11 trustee could adversely affect the DISH Wireless Debtors' relationships with vendors, counterparties, and other third parties, and could impair the DISH Wireless Debtors' ability to operate their businesses and preserve value during the pendency of the Chapter 11 Cases. Holders of Claims should carefully consider the risk that a chapter 11 trustee may be appointed and the potential impact on their recoveries under the Plan.

12. The DISH Wireless Debtors May Amend or Withdraw the Plan Prior to Confirmation

The DISH Wireless Debtors, subject to the terms and conditions of the Plan and the terms of the Restructuring Support Agreement, reserve the right to modify the terms and conditions of the Plan or waive any conditions thereto if and to the extent necessary or desirable for Confirmation. The potential impact of any such amendment or waiver on Holders of Claims and Interests cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes.

Additionally, subject to, and without prejudice to, the rights of any party in interest, the Plan may be revoked or withdrawn by the DISH Wireless Debtors before Confirmation.

13. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code

Although uncommon, if the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such cases, a chapter 7 trustee is appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. As set forth in the Liquidation Analysis attached as **Exhibits D**, the DISH Wireless Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time, rather than reorganizing or selling the business as a going concern at a later time in a controlled manner, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

As noted in Article VI.J of this Disclosure Statement, the DWLLC Special Committee has indicated that it is considering a conversion of the Chapter 11 Cases to chapter 7. There can be no assurance that the DWLLC Special Committee will not determine, in the exercise of its fiduciary duties to the DISH Wireless Debtors' estates and their creditors, that conversion to chapter 7 of the Bankruptcy Code is warranted. Holders of Claims should carefully consider the risk that the DWLLC Special Committee may seek, or the Bankruptcy Court may order, conversion of the Chapter 11 Cases to chapter 7, and the potential adverse impact on their recoveries.

14. The DISH Wireless Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the DISH Wireless Debtors reserve the right to object to the amount or classification of any Claim under the Plan, subject to the terms of the Restructuring Support Agreement. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

15. Risk of Non-Occurrence of the Effective Date

Although the DISH Wireless Debtors believe that the Effective Date should occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

16. Risk Related to Novel Regulatory Framework

As described in this Disclosure Statement, the FCC's actions in connection with the spectrum divestiture are without precedent—the FCC has never previously required a party to divest spectrum licenses under the threat of termination. As a result of the FCC-directed spectrum divestiture, DWLLC can no longer operate the 5G Network, and none of the DISH Wireless Debtors are entitled to any proceeds from the AT&T Transactions or the SpaceX Transactions. The novelty of the regulatory circumstances that precipitated the commencement of these Chapter 11 Cases by the DISH Wireless Debtors creates uncertainty regarding the ultimate resolution of legal and contractual disputes with respect to the DISH Wireless Debtors. Adverse determinations or regulatory action or delays caused by these or other factors could increase costs, delay case timelines, reduce the amount of distributable value available to creditors, or otherwise impair the ability of the DISH Wireless Debtors to consummate the Plan. Holders of Claims are strongly urged to review the description of the AT&T Transactions and circumstances that precipitated the commencement of these Chapter 11 Cases as set forth in this Disclosure Statement in their entirety.

17. The United States Trustee or Other Parties May Object to the Plan on Account of the Third-Party Release Provisions

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party release that may otherwise be asserted against the DISH Wireless Debtors, Post-Effective Date DISH Wireless Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved as currently drafted, certain Released Parties may withdraw their support for the Plan.

The releases provided to the Released Parties and the exculpation provided to the Exculpated Parties is necessary to the success of the DISH Wireless Debtors' reorganization because the Released Parties and Exculpated Parties have made significant contributions to the DISH Wireless Debtors' reorganizational efforts and have agreed to make further contributions, but only if they receive the full benefit of the Plan's release and exculpation provisions. The Plan's release and exculpation provisions are an inextricable component of the Restructuring Support Agreement and Plan and the significant deleveraging and financial benefits that they embody.

The Plan's Third-Party Release is structured on an opt in basis. The definition of "Released Parties" expressly excludes any Entity that: (x) is entitled to elect whether to opt in to the Third-Party Release and elects not to opt in to the Third-Party Release or (y) timely objects to the Third-Party Release and does not withdraw or resolve such objection prior to entry of the Confirmation Order. Holders of Claims who wish to grant the Third-Party Release must affirmatively opt in to such release on their ballots or applicable release forms prior to the Voting Deadline. Holders of Claims who wish to preserve their claims against non-Debtor Released Parties must timely elect not to opt in or timely object as described above. Failure to act in a timely manner in accordance with the applicable procedures could result in the inadvertent inclusion or exclusion of a Holder from the Third-Party Release in a manner the Holder did not intend, with no ability to undo such result after the Voting Deadline or entry of the Confirmation Order.

In addition, regardless of whether a Holder of a Covered Claim declines to opt into or objects to the Third-Party Release in the Plan, the FCC Trust Documents separately and independently require execution of a full and unconditional release of all Covered Claims against the EchoStar Parties—including the DISH Wireless Debtors and their non-Debtor affiliates—as a

condition to receiving any distribution from the FCC Trust. Holders of Covered Claims should be aware that the FCC Trust release requirement operates independently of the Plan's release provisions, and that declining to opt in to the Plan's Third-Party Release or objecting to the Plan on the basis of the Third-Party Release will not preserve any Covered Claims against the EchoStar Parties if such Holder elects to receive distributions from the FCC Trust.

Holders of impaired Claims are strongly urged to consult with their legal advisors before the Voting Deadline to understand the opt in mechanics for the Third-Party Release, the identity of the Released Parties and Exculpated Parties, the Schedule of Non-Released Parties, the terms and conditions for pursuing Covered Claims against the FCC Trust (including all release requirements), and the consequences of granting or withholding any release under the Plan or the FCC Trust Documents.

18. The Restructuring Support Agreement Is Subject to Significant Conditions and Milestones

There are certain material conditions that must be satisfied under the Restructuring Support Agreement, including the timely satisfaction of milestones in the Chapter 11 Cases. The ability to timely complete such milestones is subject to risks and uncertainties, certain of which are beyond the DISH Wireless Debtors' control.

19. Dismissal of the Chapter 11 Cases

If the Plan is not confirmed, the DISH Wireless Debtors or other parties-in-interest may seek dismissal of the Chapter 11 Cases pursuant to section 1112 of the Bankruptcy Code. Without limitation, dismissal of the Chapter 11 Cases would terminate the automatic stay and might allow certain creditors to attempt to collect on their Claims or otherwise foreclose on the assets of the DISH Wireless Debtors. Moreover, the dismissal of the Chapter 11 Cases would severely impair the DISH Wireless Debtors' ability to wind down their remaining decommissioning assets and the Retained Causes of Actions for the benefit of creditors. Accordingly, the DISH Wireless Debtors believe that dismissal of the Chapter 11 Cases would reduce the value of the DISH Wireless Debtors' assets.

C. Risks Related to Recoveries Under the Plan

1. Contingencies Could Affect Distributions to Holders of Allowed Claims

The distributions and recoveries available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, the amounts at which Claims are Allowed, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims, and the amount of DISH Wireless Distributable Value and Litigation Proceeds ultimately available for distribution under the Plan. Without limiting the generality of the foregoing, among other things and as described in this Disclosure Statement, the DISH Wireless Debtors have asserted *force majeure*, impracticability or impossibility, and frustration of purpose under leases and contracts to which they are parties and assert that any Claims arising from the termination of such tower leases and contracts should therefore be disallowed. Additionally, the DISH Wireless Debtors assert that any Claims arising from the termination of the tower leases, including, to the extent applicable, any decommissioning-related damages, are subject to section 502(b)(6) of the Bankruptcy Code, which caps the claim of a lessor for damages resulting from the termination of a real property lease to: (A) the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three

years, of the remaining term of such lease following the earlier of the Petition Date and the date of repossession or surrender of the leased property; plus (B) any unpaid rent due under such lease, without acceleration, on the earlier of the Petition Date or the date of repossession or surrender of the leased property. The Bankruptcy Court, however, may disagree that a *force majeure* event has occurred, that the DISH Wireless Debtors' other defenses excuse performance, or that Claims, including any asserted decommissioning-related damages, should be capped under section 502(b)(6) of the Bankruptcy Code, and there can be no certainty regarding the amounts at which Claims may be Allowed by the Bankruptcy Court.

In addition, the range of projected recoveries for Class 2E Claims assumes that the DWLLC Intercompany Loan Claims, which constitute Other Class 2E Claims under the Plan, would be Allowed. Under the Plan, the Special Governance Committee will have exclusive authority from and after the Effective Date to reconcile, object to, prosecute, settle, and otherwise resolve the DWLLC Intercompany Loan Claims and all Other Class 2E Claims. The Bankruptcy Court, however, may disallow, subordinate, or recharacterize such Claims as equity. The resolution of these issues may have a material impact upon distributions to and recoveries of Class 2E Claims.

For example, if the Bankruptcy Court agrees with the DISH Wireless Debtors that certain damages are capped under section 502(b)(6) of the Bankruptcy Code, Holders of FCC Trust-Eligible Claims may recover up to 100% from the FCC Trust, subject to the eligibility requirements and other terms of the FCC Trust Documents, as compared to recovery of $\geq$0% currently projected for Class 2E Claims under the Plan. To the extent the DWLLC Intercompany Loan Claims are disallowed, subordinated, or recharacterized as equity, such outcome may materially increase the Pro Rata Plan distributions available to other Holders of Allowed DISH Wireless General Unsecured Claims in Class 2E that are entitled to receive distributions of DISH Wireless Distributable Value and Litigation Proceeds under the Plan. The occurrence of any of the foregoing contingencies, which could diminish or increase Holders of Allowed Claims' distributions under the Plan, may not necessarily affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require resolicitation of the Plan to allow Holders of Claims in the Impaired Classes to change their votes.

2. Pending and Future Litigation May Affect Distributions

The DISH Wireless Debtors are involved in various litigations, claims, and other proceedings, including proceedings relating to the conduct of the DISH Wireless Debtors' businesses and operations, which so long as they remain unresolved represent a legal issue and potential Claims for monetary damages. Additionally, there is a risk of future litigation, claims, and other proceedings. Pending litigation or future litigation, pending or future claims, and other pending or future proceedings could each result in a material judgment against the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors. Such matters, and any judgments in connection therewith, could have a material negative effect on the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors and their ability to make distributions under the Plan.

In particular, more than 200 lawsuits have been filed by tower lessors and other 5G Network counterparties asserting breach of contract, unlawful detainer, and seeking declaratory relief, damages, and other relief, including for unpaid rent, future rent, equipment removal costs, and lost profits, with aggregate asserted claims that the DISH Wireless Debtors believe far exceed DWLLC's available assets and ability to pay. DWLLC's attempt to centralize certain of these federal actions through multi-district litigation proceedings was denied by the Judicial Panel on

Multidistrict Litigation, which found limited factual overlap and numerous case-specific issues among the pending proceedings, resulting in litigation proceeding before courts in numerous jurisdictions with potentially inconsistent outcomes.

3. Distributions to Allowed Claims Under the Plan May Change

Projected distributions are based upon good faith estimates of the total amount of Claims ultimately allowed and the estimated funds available for distribution. The DISH Wireless Debtors believe that these assumptions and estimates are reasonable. There can be no assurance that the estimated amount of Claims in certain Classes will not be significantly more than projected, which could cause the value of distributions to creditors to be reduced substantially. Certain assumptions may not materialize, and unanticipated events and circumstances may affect the ultimate results. For example, if Administrative Expense Claims are lower (or higher) than anticipated, then the amount available for distribution to creditors would be more (or less) than projected herein and recoveries on account of Allowed Claims would be more (or less) than the estimated recoveries set forth herein. The DISH Wireless Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Nor can the DISH Wireless Debtors determine with any certainty at this time, the funds that will be available to satisfy such Claims. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

4. Distributions from the FCC Trust Are Subject to Additional Gating Requirements

Distributions on account of Secured Type A Claims under the Plan are subject to an independent gating requirement: such distributions may only be made if and when the FCC Trust Distributions Order—a separate order of the Bankruptcy Court approving the procedures for distributions from the Type A Claims Reserve established under the FCC Trust Agreement—has been entered and remains in effect and has not been stayed, modified, or vacated. This is a gating condition that is separate from and in addition to the occurrence of the Effective Date. If the FCC Trust Distributions Order is not entered by the Bankruptcy Court on a timely basis, on acceptable terms, or at all, or if it is subsequently stayed or vacated, no distributions may be made on account of Secured Type A Claims regardless of whether the Plan has otherwise become effective. There can be no assurance that the FCC Trust Distributions Order will be entered, or that any objections to the procedures set forth therein will be resolved favorably.[70]

Furthermore, Holders of DISH Wireless General Unsecured Claims (*i.e.*, FCC Trust-Eligible Claims) who assert that they hold Covered Claims may make an FCC Trust Election with respect to such Claims. Under the Plan, if a Holder makes an FCC Trust Election, then, absent written agreement of the applicable EchoStar Parties, under no circumstances shall the Disbursing Agent make any distribution under the Plan to such Holder during the pendency of such election. Any distribution made by the Disbursing Agent to a Holder that has made an FCC Trust Election will be deemed a Third-Party Payment under the FCC Trust Documents and will reduce such Holder's FCC Trust distributions on a dollar-for-dollar basis. Similarly, if the FCC Trust makes a

[70] For the avoidance of doubt, this gating requirement is separate from the procedures for resolving contingent, unliquidated, and Disputed Claims set forth in Article VII of the Plan, under which, among other things, a Secured Type A Claim must first become an Allowed Secured Type A Claim before any distribution may be made under the Plan on account of such Claim.

distribution to a Holder of a Covered Claim, the Disbursing Agent is required to reduce corresponding Plan distributions to such Holder on a dollar-for-dollar basis. The Disbursing Agent and the FCC Trust Trustee must coordinate to effectuate concurrent distributions in order to prevent a double recovery.

Additionally, Holders of Covered Claims who wish to make the Type A Convenience Claim Election must do so by the Voting Deadline on their ballots and timely filing a Proof of Claim. A valid Type A Convenience Claim Election irrevocably reduces the Covered Claim to $100,000 for all Plan and FCC Trust purposes, entitles the Holder to be treated as a Holder of a Secured Type A Claim (Class 2D), and entitles the Holder to receive distributions solely from the Type A Claims Reserve under the FCC Trust Documents. A Holder making a valid Type A Convenience Claim Election waives all rights to distributions above $100,000 against the Debtors, their Estates, the EchoStar Parties, and the FCC Trust, and will be conclusively presumed to have accepted the Plan; such Holder will have no right to vote on the Plan with respect to the resulting Secured Type A Claim. These elections and their consequences are complex and irreversible; Holders of Covered Claims are strongly urged to consult with their legal advisors before the Voting Deadline.

Recoveries of Holders of Covered Claims from the FCC Trust depend on the number of Holders that make the FCC Trust Election. As such information will not be known until Holders submit Covered Claim Submissions within their applicable submission deadlines, estimated recoveries from the FCC Trust cannot be provided at this time.

5. The FCC Trust Maintains a Priority Waterfall Among Claim Categories; Type B-2 Claims May Receive No Distribution

As set forth in greater detail below, the FCC Trust Agreement establishes a strict waterfall among Type A Claims (each capped at $100,000), Type B-1 Claims (covering certain accrued and outstanding amounts and completion costs), and Type B-2 Claims (covering certain future rents, profits, and other future amounts).[71] Other than with respect to Settled Covered Claims, Type B-2 Claims will not receive any distribution from the FCC Trust unless and until all Type A Claims and Type B-1 Claims have been paid in full and all other applicable conditions under the FCC Trust Agreement have been satisfied. Holders of Covered Claims that are classified as Type B-2 Claims face a significant risk that the FCC Trust will not have sufficient funds to satisfy Type A and Type B-1 Claims in full, in which case Type B-2 Claims would receive no distribution from the FCC Trust. Holders of Covered Claims are urged to consult with their legal advisors regarding the terms of the FCC Trust, the category under which their Claims may be classified, the consequences of such classification for their expected recovery, and the consequences of making the FCC Trust Election, including the release of any and all Covered Claims against the EchoStar Parties, including the DISH Wireless Debtors.

(a) Priority Effects on the FCC Trust Waterfall. The FCC Trust Agreement establishes a strict distribution waterfall: (i) first, all Trust Expenses and distributions on account of Eligible Type A Claims must be paid in full from the Type A Claims Reserve; (ii) second, distributions on account of Eligible Type B-1 Claims are to be made on a semi-

[71] The term "future" as it relates to Type B-2 Claims refers to amounts that were not outstanding as of the earlier of December 31, 2025 or the date the Claimant received notice from an EchoStar Party that it is excused from its obligations under the agreements underlying the Covered Claim.

annual basis until all Eligible Type B-1 Claims are paid in full or, if insufficient Trust Assets remain, on a pro rata basis; and (iii) third, distributions on account of Eligible Type B-2 Claims (other than B-2 Claims that are the subject of a Covered Claim Settlement) may only occur after five years from the Claims Opening Date and only if all Eligible Type A Claims and all Eligible Type B-1 Claims have been satisfied in full. All Eligible Type B-1 Claims will rank pari passu with—and directly compete for Trust Assets against—all other Eligible Type B-1 Claims submitted by tower lessors, infrastructure vendors, and other Claimants on account of their Covered Claims. A significant Type B-1 recovery could substantially diminish the pool of FCC Trust Assets available to other Eligible Type B-1 Claimants and could effectively preclude or substantially reduce distributions to Eligible Type B-2 Claimants entirely.

(b) Potential Dispute Over Type B-1 Characterization. The classification of the any Covered Claim as a Type B-1 Claim—rather than a Type B-2 Claim or an ineligible claim—may be disputed. Type B-1 Claims are defined under the FCC Trust Agreement as Covered Claims for: (i) outstanding amounts due as of the earlier of December 31, 2025 or the date the Claimant received notice from an EchoStar Party that it is excused from its obligations or commitments under the agreements underlying the Covered Claim; and/or (ii) amounts expended or reasonably expected to be expended by the completion of the Covered Activities, such as costs for decommissioning towers and cell sites and costs for electricity used. Disputes about whether (or the extent to which) any Covered Claim satisfies this definition may arise and such disputes may require resolution by the Trustee, through reconsideration proceedings, or in a court of competent jurisdiction. A determination by the Trustee or a court that any Covered Claim is not a Type B-1 Claim, or is only partially a Type B-1 Claim, would reduce or eliminate the priority of such Claimant's expected recovery from the FCC Trust relative to other Claimants. Conversely, a determination that a large Covered Claim is a Type B-1 Claim could effectively reduce Trust Assets available for other Eligible Type B-1 and Eligible Type B-2 Claimants.

(c) Interaction Between FCC Trust Recoveries and Plan Distributions to Note Holders. On July 30, 2026, the FCC Wireless Bureau of the FCC entered the FCC July 2026 Order clarifying its prior FCC May 2026 Orders and requiring modification of the FCC Trust Documents such that a claim for repayment of monies provided to DWLLC or other EchoStar subsidiaries or affiliates, including the DWLLC Intercompany Loan Claim, would not meet the definition of a Covered Claim.[72]

Holders of Notes who are Beneficiaries of the DWLLC Claims Trust are entitled to receive pro rata distributions on the DWLLC Intercompany Loan Claims from the DISH Wireless Distributable Value under the Plan, with the allocation of such recoveries subject to the DWLLC Recovery Cap, the DWLLC Excess Recovery, and the DWLLC Residual Recovery, in each case to optionally redeem pro rata the applicable redemption price under the relevant indentures (up to the DWLLC Recovery Cap) or at par with respect to any DWLLC Excess Recovery or DWLLC Residual Recovery. While a Holder of an FCC Trust-Eligible Claim must elect to recover either from the Plan or from the FCC Trust and may not recover from both sources without the prior written consent of the applicable EchoStar Party, the FCC July 2026 Order precludes the Holders of Notes who are

[72] The FCC took no position on the underlying validity of the DWLLC Intercompany Loan Claims.

Beneficiaries of the DWLLC Claims Trust from recovering from the FCC Trust and the DWLLC Intercompany Loan Claims constitute Other Class 2E Claims under the Plan. Any distributions received by the DWLLC Claims Trust on account of the DWLLC Intercompany Loan Claims is therefore limited solely to the DISH Wireless Distributable Value under the Plan and not from the FCC Trust corpus. There can be no assurance that the DWLLC Claims Trust will recover any amount approaching the $300 million DWLLC Recovery Cap from the DISH Wireless Distributable Value. There can be no assurance that the DWLLC Claims Trust will recover any DWLLC Excess Recovery or any DWLLC Residual Recovery.

(d) Effect on Type B-2 Claimants. Holders of tower leases and other infrastructure agreements whose Covered Claims consist primarily of lost future rents, profits, and other future amounts—which are defining characteristics of Type B-2 Claims—face a materially heightened risk that no Trust Assets will remain for Type B-2 distributions if the aggregate of all Eligible Type A Claims, all Trust Expenses, and all Eligible Type B-1 Claims exhausts the $2,400,000,000 Trust corpus. Type B-2 distributions may not occur at all unless and until all Type A and Type B-1 Claims are paid in full, and may not begin until five years after the Claims Opening Date under any circumstances (absent acceleration by the Trustee if all Type A and B-1 Claims are paid in full prior to that date). Holders whose Covered Claims are or may be categorized wholly or partly as Type B-2 Claims may wish to consider this risk in evaluating whether to make the FCC Trust Election and their expected recoveries from the FCC Trust.

Holders of impaired Claims are strongly urged to review the Plan, the FCC Trust Documents, and the FCC July 2026 Order in their entirety, and to consult with their own legal and financial advisors regarding the effects of an FCC Trust Election by any Claimant on their expected recoveries from the FCC Trust and under the Plan.

6. Covered Claimants Who Miss the Submission Deadline Will Be Permanently Barred From Recovery Through the FCC Trust

A Holder of a Covered Claim that misses its applicable Covered Claim Submission Deadline under the FCC Trust Agreement will be forever barred from asserting the Covered Claim against the FCC Trust and from receiving any distributions from the FCC Trust on account of such Claim. Given the strict nature of this deadline and the consequences of failing to comply, Holders of potential Covered Claims are strongly urged to consult with their legal advisors regarding applicable submission deadlines and to timely submit their Covered Claims to the FCC Trust in accordance with the procedures set forth in the FCC Trust Agreement.

7. FCC Trust Distributions Are Subject to Stringent Eligibility Requirements, Mandatory Releases, and Third-Party Payment Offsets

Holders of Covered Claims who make, or are deemed to have made, an FCC Trust Election must satisfy a number of conditions before receiving any distributions from the FCC Trust. The FCC Trust is intended to pay Covered Claims only if (and to the extent) they are subject to a final, non-appealable judgment or arbitration award, or an eligible settlement that meets the criteria set forth in the FCC Trust Agreement. For the avoidance of doubt, a determination by the Bankruptcy Court regarding the allowance and amount of a Class 2D or Class 2E claim in these Chapter 11 Cases that is not subject to appeal or any analogous challenge or review constitutes a "Judicial or Arbitral Claim Determination" for purposes of a Covered Claim Submission that is eligible to

recover from the FCC Trust. A Disputed Claim or a claim that is otherwise unresolved does not qualify as an Eligible Claim under the FCC Trust Agreement and may not recover from the FCC Trust.

Distributions from the FCC Trust require execution of a full and unconditional release of all Covered Claims against the EchoStar Parties, will be reduced on a dollar-for-dollar basis by any Third-Party Payments received by the Holder (including distributions under the Plan), and cannot in any event exceed the full amount of the Eligible Covered Claim. There can be no assurance that any particular Covered Claim will satisfy the eligibility requirements under the FCC Trust Agreement, that the FCC Trust will have sufficient funds to pay all Eligible Covered Claims in full, or that a claimant will be able to satisfy the release and other procedural requirements necessary to receive a distribution.

8. Making an FCC Trust Election Will Cause Plan Distributions to Be Withheld, and Any Plan Distributions Received Will Be Treated as Dollar-for-Dollar Offsets Against FCC Trust Recoveries

A Holder of an Allowed FCC Trust-Eligible Claim that asserts it holds a Covered Claim and makes an FCC Trust Election will be prohibited from receiving Plan distributions absent written agreement from an EchoStar Party, and the Disbursing Agent will be directed not to make any distribution under the Plan to such a Holder. Any distribution made under the Plan to a Holder that has made an FCC Trust Election will be deemed a "Third-Party Payment" under the FCC Trust Documents, reducing FCC Trust distributions on a dollar-for-dollar basis. Similarly, if the FCC Trust makes a distribution to a Holder of a Covered Claim, the Disbursing Agent is required to reduce corresponding Plan distributions on a dollar-for-dollar basis, and the Disbursing Agent and the FCC Trust Trustee must coordinate to effectuate concurrent distributions. The interaction of these mechanics is complex and Holders asserting Covered Claims should carefully review all applicable provisions of the Plan and the FCC Trust Documents and consult with their legal advisors before making any election.

9. The Type A Convenience Claim Election Is Irrevocable and Requires Broad Waivers and Releases

A valid Type A Convenience Claim Election is an irrevocable agreement by the electing Holder to: (a) reduce its Covered Claim to $100,000 for all purposes under the Plan and FCC Trust Documents; (b) receive distributions solely from the Type A Claims Reserve established under the FCC Trust Agreement; and (c) waive and release all rights to distributions on any amount above $100,000 against the Debtors, their Estates, the EchoStar Parties, and the FCC Trust. The DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors may also (i) invoke *force majeure* or similar defenses to disallow or reduce below $100,000 a Type A Convenience Claim or (ii) contend that a Type A Convenience Claim is not a Covered Claim eligible for recovery from the FCC Trust. The DISH Wireless Debtors retain the right to object to a Type A Convenience Claim on the basis that the claimant has no valid claim at all or that the claim is worth less than $100,000.

Without limiting the foregoing, a Holder may not both make the FCC Trust Election for amounts above $100,000 and make a Type A Convenience Claim Election for the reduced $100,000 amount. A Holder making a valid Type A Convenience Claim Election must also timely file a Proof of Claim, will not be treated as a Class 2E Holder, and will be conclusively presumed to accept the Plan; such Holder will have no right to vote on the Plan with respect to the resulting

Secured Type A Claim. Given the irrevocable nature of this election and the terms of the associated waivers and releases, Holders contemplating the Type A Convenience Claim Election should consult with their legal advisors before the Voting Deadline.

10. The Quick Pay Election Is Irrevocable and Requires Broad Waivers and Releases

The Quick Pay Election is an irrevocable election by a Holder of a Secured Type A Claim in Class 2D or an FCC Trust-Eligible Claim in Class 2E to have such Holder's Claim settled and automatically Allowed at the applicable Quick Pay Allowed Amount, as set forth on the applicable Quick Pay Schedule appended to the Plan as Exhibit B (for Class 2D) and Exhibit C (for Class 2E). The Quick Pay Allowed Amount equals seventy percent (70%) of the Debtors' Estimated Allowed Claim Amount for a Secured Type A Claim in Class 2D and sixty percent (60%) of the Debtors' Estimated Allowed Claim Amount for an FCC Trust-Eligible Claim in Class 2E. Such Holder also agrees to take payment on account of its Claim, as settled and Allowed, solely from the FCC Trust and to have no recourse on account of such Claim to the DISH Wireless Distributable Value, Litigation Proceeds, any other property of the DISH Wireless Debtors or the DISH Wireless Estates, the Post-Effective Date DISH Wireless Debtors, or any other source of recovery. As a condition to receiving a distribution from the FCC Trust on account of the Quick Pay Allowed Amount, a Holder agrees to be bound by all terms and conditions of the FCC Trust Documents, including the requirement to grant the releases required under the FCC Trust Documents and the other FCC Trust Third-Party Payment Provisions.

A Holder may make the Quick Pay Election only if such Holder votes to accept the Plan (it being understood that Holders of Secured Type A Claims in Class 2D are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code), and by making the Quick Pay Election, the Holder is also opting in to the Third-Party Release under Article VIII.F of the Plan. Any Quick Pay Election made on a ballot voting to reject the Plan will be disregarded.

Because the Quick Pay Election is irrevocable, a Holder cannot subsequently reverse its election, even if it later determines that the discounted Quick Pay Allowed Amount undervalues its Claim or that superior recoveries may be available through litigation, the FCC Trust Election, the Type A Convenience Claim Election, the DISH Wireless Distributable Value, Litigation Proceeds, or other means.

The Plan does not provide any mechanism for a Holder to make the Quick Pay Election after the applicable deadline, and a Holder that fails to timely submit its election will be ineligible to elect the Quick Pay Allowed Amount. Given the irrevocable nature of this election, the mandatory discount to the Holder's Claim, the waiver of alternative sources of recovery, and the requirement to opt in to the Third-Party Release and be bound by the FCC Trust Documents, Holders contemplating the Quick Pay Election are strongly urged to consult with their legal advisors before making such election.

11. FCC Trust Assets Available for Covered Claims May Be Substantially Diminished If There Are a Large Number of Quick Pay Elections or Covered Claim Settlements

The FCC Trust's corpus is finite and is the sole source of recovery for Holders that make the Quick Pay Election. Each Holder of a Secured Type A Claim in Class 2D and each Holder of

an FCC Trust-Eligible Claim in Class 2E that makes the Quick Pay Election will have its Claim settled and automatically Allowed at the applicable Quick Pay Allowed Amount—seventy percent (70%) of the Debtors' Estimated Allowed Claim Amount for Class 2D Claims and sixty percent (60%) for Class 2E Claims—and will take payment solely from the FCC Trust. Similarly, Covered Claims that are resolved through Covered Claim Settlements may also be paid from the FCC Trust in accordance with the FCC Trust Documents. Article IV.C.5(e) of the Plan further provides that EchoStar and the DISH Wireless Debtors will request amendments to the FCC Trust Documents that, if approved, would provide for expedited payment of Quick Pay Claims and Covered Claim Settlements. Because distributions on account of such Claims are made from the finite FCC Trust Assets, a large number or aggregate amount of such Claims could substantially diminish—and potentially exhaust—the FCC Trust Assets available to satisfy other Eligible Covered Claims under the FCC Trust's priority-based waterfall.

The extent to which FCC Trust Assets will be diminished depends on factors that cannot be predicted at this time, including: (a) the number and aggregate dollar amount of Quick Pay Elections made by Holders of Secured Type A Claims and FCC Trust-Eligible Claims; (b) the number, aggregate dollar amount, and timing of Covered Claim Settlements entered into between Holders and EchoStar Parties; (c) the amounts at which Claims are ultimately Allowed by the Bankruptcy Court; and (d) the allocation of Covered Claims among Type A, Type B-1, and Type B-2 categories under the FCC Trust Agreement. If the aggregate of Quick Pay Allowed Amounts, Covered Claim Settlement amounts, Trust Expenses, and distributions on account of Eligible Type A Claims and Eligible Type B-1 Claims approaches or exceeds the $2,400,000,000 Trust corpus, there may be insufficient FCC Trust Assets remaining to make any distribution on account of Eligible Type B-2 Claims. Even if FCC Trust Assets are not fully exhausted, a large volume of Quick Pay Elections and Covered Claim Settlements could materially reduce the pro rata distributions available to Holders of Eligible Type B-1 Claims and could delay or eliminate distributions to Holders of Eligible Type B-2 Claims entirely.

Furthermore, because Holders must make the Quick Pay Election prior to the Voting Deadline, each Holder will make its election without knowledge of how many other Holders will make the same election or subsequently enter into Covered Claim Settlements. A Holder that elects not to make the Quick Pay Election in order to preserve its rights to pursue recovery through the FCC Trust may find that the FCC Trust Assets available for its Claim have been substantially reduced by Quick Pay distributions, Covered Claim Settlements, and other distributions from the FCC Trust. Conversely, a Holder that makes the Quick Pay Election and accepts a discount to its Claim may later determine that the FCC Trust had sufficient assets to pay its Claim in full had it not made the election. Holders of Secured Type A Claims and FCC Trust-Eligible Claims should carefully evaluate this uncertainty and consult with their legal advisors before making or declining to make the Quick Pay Election.

12. The FCC Has Unilateral Authority to Require Modification of the FCC Trust Agreement Process, and Any Such Modification Could Materially Alter the Terms and Conditions Governing Distributions to Holders of Covered Claims

The FCC Trust Agreement may be amended, supplemented, or modified upon: (a) the request of EchoStar; (b) an agreement between the Trustee and EchoStar; or (c) notice by the Bureau of a modification required by the Bureau of the process described in Appendix B pursuant to paragraph 9 of Appendix B of the AT&T Order and paragraph 9 of Appendix B of the SpaceX

Order, with each of (a) and (b) subject to Bureau approval, which shall not be unreasonably withheld, conditioned, or delayed. Accordingly, the Bureau possesses the unilateral authority to require modifications to the FCC Trust Agreement process without the consent of EchoStar, the Trustee, or any Claimant or Beneficiary.

Although the Bureau's authority to require modifications is expressly limited to the distribution process for Covered Claims, there can be no assurance that the Bureau will not purport to exercise that authority in a manner that would materially alter the procedures, eligibility standards, claim categories, distribution waterfall, submission deadlines, or other terms governing the submission of claims to, or the receipt of distributions from, the FCC Trust. Any such Bureau-required modification could purport to, among other things: (a) change the criteria by which Covered Claims are determined to be Eligible Covered Claims; (b) alter the allocation of Covered Claims among Type A, Type B-1, and Type B-2 categories and the corresponding distribution priority; (c) modify the Covered Claim Submission Deadline or other procedural requirements that, if missed, result in permanent forfeiture of Trust distributions; (d) change the timing or amount of distributions; or (e) impose new conditions on the receipt of distributions from the FCC Trust. A dispute may arise between the Bureau, on the one hand, and EchoStar, DWLLC, or other EchoStar Parties, on the other hand regarding a Bureau-required modification, and the adjudication of such dispute may delay resolution of these Chapter 11 Cases or distributions from the FCC Trust. The DISH Wireless Debtors are unable to predict the impact that any modification to the FCC Trust Agreement required by the Bureau may have on the FCC Trust.

Any amendment, supplement, or modification made at the request of EchoStar or by agreement between EchoStar and the Trustee may not be inconsistent with the FCC Orders; however, modifications required by the Bureau pursuant to Section 9.11(c) of the Trust Agreement are not expressly subject to that same limitation, creating additional uncertainty as to the outer bounds of the Bureau's modification authority.

Furthermore, the initial Trustee has been selected by EchoStar and approved by the Bureau, and the Trustee's compensation is subject to approval by the Bureau. On a quarterly basis, the Trustee is required to provide EchoStar, DWLLC, and the Bureau with a report containing information regarding the number, categories, and aggregate amounts of Covered Claims submitted, aggregate distributions made, aggregate Trust Expenses disbursed, and the balance of FCC Trust Assets, and must also provide such additional information and reports as the Bureau may reasonably request. The Bureau's ongoing supervisory role, combined with its unilateral modification authority, means that the operational and economic terms of the FCC Trust may be subject to change at any time during the life of the Trust.

As set forth in the FCC Trust Agreement, upon request of the Trustee or a Claimant, the Bureau may also order, in its reasonable discretion and subject to the public interest standard, that the Trust remain open beyond the five-year Outside Termination Date. The exercise or non-exercise of this discretion by the Bureau could affect the timing and availability of distributions to Claimants holding Type B-2 Claims in particular.

Holders of Covered Claims should be aware that the terms of the FCC Trust—and the rights and procedures governing their recoveries thereunder—are subject to modification by a federal regulatory agency acting pursuant to its own orders, and the Bureau may take the position that no private party, including any Claimant or Beneficiary, has any right to prevent or challenge such a modification other than through whatever administrative or judicial remedies may be

available under the Communications Act and applicable law. Holders of Covered Claims are strongly urged to consult with their legal advisors regarding the Bureau's modification authority and the potential implications of any future Bureau-required modifications for their expected recoveries from the FCC Trust.

13. The FCC or the Trustee May Decline to Approve the Amendment to the FCC Trust Documents Providing for the Quick Pay Election, and/or Their Decision May Be Delayed

Article IV.C.5(e) of the Plan provides that EchoStar and the DISH Wireless Debtors shall jointly request (and shall seek the support of the Creditors' Committee and its members that hold FCC Trust-Eligible Claims for the request) that the FCC and the Trustee permit the amendment of the FCC Trust Documents to provide, among other things, that: (i) each Secured Type A Claim in Class 2D and FCC Trust-Eligible Claim in Class 2E for which the Holder thereof has validly made the Quick Pay Election shall be deemed submitted to the FCC Trust as a Covered Claim Submission promptly following the Effective Date without any further action on the part of the Holder; (ii) all such Allowed Claims shall be paid by the FCC Trust within ten (10) calendar days of submission; and (iii) any Class 2D or FCC Trust-Eligible Claim in Class 2E that does not make the Quick Pay Election but is later the subject of a Covered Claim Settlement shall likewise be paid within ten (10) days of submission of such Covered Claim Settlement to the FCC Trust. The Plan expressly provides that the foregoing expedited payment timing is contingent upon, and shall become effective only to the extent of, approval by the FCC and the Trustee of the corresponding amendments to the FCC Trust Documents.

There can be no assurance that the FCC or the Trustee will approve the requested amendments to the FCC Trust Documents, that they will do so prior to the Voting Deadline, or that they will do so on the terms contemplated by the Plan. If the FCC or the Trustee declines to approve the requested amendments, the expedited payment timing described in Article IV.C.5(e) of the Plan will not go into effect, and distributions on account of Allowed Secured Type A Claims and Allowed FCC Trust-Eligible Claims from the FCC Trust, including Claims resolved through the Quick Pay Election, will continue to be governed by the FCC Trust Documents as in effect from time to time, including the priority-based waterfall and semi-annual distribution schedule applicable to Type B-1 Claims and the five-year deferral applicable to Type B-2 Claims.

In such circumstances, a Holder that has made the Quick Pay Election may not receive payment on the expedited timeline contemplated by the Plan. Instead, any distribution on account of such Claims will remain subject to the FCC Trust Documents as then in effect. The resulting delay in the receipt of distributions could be material, particularly for Holders whose Claims would be classified as Type B-2 Claims under the FCC Trust Agreement, which are not eligible for distribution until all Type A Claims and Type B-1 Claims have been paid in full and, in any event, not until five years from the Claims Opening Date, absent earlier acceleration by the Trustee. A Holder that makes the Quick Pay Election before the FCC or the Trustee has acted on the proposed amendments assumes the risk that such amendments may never be approved, may be approved only in modified form, or may be approved on a timeline that is materially later than the Effective Date. Holders contemplating the Quick Pay Election should carefully consider the risk that the expedited payment provisions may not take effect and should consult with their legal advisors before making such election.

14. The Sale May Not Occur

The Plan contemplates the Sale of all or substantially all of the DISH Wireless Debtors' assets (other than the Retained Causes of Action). There can be no assurance that any DISH Wireless Successful Bidder or any other applicable purchaser will consummate a Sale, including as a result of: (i) the failure to satisfy applicable closing conditions or the termination of the applicable Sale Documents; (ii) volatility or adverse developments in the regulatory scheme that could impact the Sale; (iii) failure to obtain Bankruptcy Court, governmental, or any other approvals required to consummate the Sale; (iv) a material adverse change in the assets or value of the Sale; or (v) other factors beyond the DISH Wireless Debtors' control. Moreover, the Sale is subject to Bankruptcy Court approval to the extent required, and the Bankruptcy Court may decline to approve any Sale of assets in whole or in part.

The failure to consummate the Sale could adversely impact distributions to Holders of all Classes of Claims against the DISH Wireless Debtors and could adversely affect the restructuring.

The Plan provides that the Retained Causes of Action will be preserved rather than released or discharged. Related Party Retained Causes of Action will transfer to and vest in the Special Governance Committee, as representative of the DISH Wireless Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, and Other Retained Causes of Action will vest in the applicable Post-Effective Date DISH Wireless Debtors. The Special Governance Committee will have exclusive authority to prosecute, settle, or otherwise resolve Related Party Retained Causes of Action, while the applicable Post-Effective Date DISH Wireless Debtor, acting through its board of managers or directors, will have exclusive authority over Other Retained Causes of Action. Accordingly, it is uncertain what a Holder of a DISH Wireless General Unsecured Claim that does not elect to recover from the FCC Trust or otherwise elect alternative treatment under the Plan will be able to recover from the Retained Causes of Action. It is also uncertain whether EchoStar will agree to the terms of a revised Stalking Horse APA that carves out Claims and Causes of Action from the Sale, which may eliminate or reduce the minimum purchase price of the Sale.

15. The DWLLC Special Committee's Investigation of Claims and Causes of Action May Result in Further Material Modifications to the Stalking Horse APA or Even Termination Thereof

As noted herein, the DWLLC Special Committee has been delegated the task of investigating and assessing the merits and potential value of any potential Claims and Causes of Action held by DWLLC or its subsidiaries against one or more of EchoStar or its subsidiaries. Prior to the date of this Disclosure Statement, the DWLLC Special Committee commenced an investigation relating to the Stalking Horse APA to assess, among other things, (a) the existence of potential Claims or Causes of Action that the DISH Wireless Debtors may hold against certain insiders and other affiliated entities, (b) whether the DISH Wireless Debtors should sell such Claims and Causes of Action as part of the proposed Sale, and (c) if so, whether the consideration provided under the Stalking Horse APA reflects sufficient value in exchange for such Claims and Causes of Action.

The DWLLC Special Committee's investigation is complete and its Special Committee Report detailing its findings is forthcoming. The Plan now provides that the Retained Causes of Action will be preserved and allocates post-Effective Date authority over those Causes of Action between the Special Governance Committee and the Post-Effective Date DISH Wireless Debtors. Specifically, the Related Party Retained Causes of Action will transfer to and vest in the Special

Governance Committee, while the Other Retained Causes of Action will vest in the applicable Post-Effective Date DISH Wireless Debtors. The DWLLC Special Committee's investigation and the Special Committee Report may nevertheless result in or support further material changes to the proposed Sale or related transaction documents that may impact the DISH Wireless Debtors and the distributions to Holders of Allowed Claims.

There can be no assurance regarding the manner in which the findings and conclusions reflected in the Special Committee Report will affect the terms of the proposed Sale or the Plan more broadly.

In addition, the DWLLC Special Committee has asked EchoStar to consider submitting a revised Stalking Horse APA that carves out the Claims and Causes of Action in order that the DWLLC Special Committee may consider such revised Stalking Horse APA in connection with its deliberations. There can be no assurance that EchoStar would agree to enter into a revised Stalking Horse APA that does not provide for the sale of the Claims and Causes of Action, or that EchoStar and the DWLLC Special Committee will be able to agree to terms of such a revised Stalking Horse APA regarding a proposed Sale or the Plan more broadly. Negotiations between EchoStar and the DWLLC Special Committee could result in further material modifications to the Stalking Horse APA, renegotiation of the consideration thereunder, or the exercise of the "fiduciary out" provision of the Stalking Horse APA. Any of these outcomes could cause significant delays in the Sale process and the administration of these Chapter 11 Cases and could adversely affect distributions to Holders of Allowed Claims.

Notwithstanding any changes to the proposed Sale, the Plan provides that, unless and until a settlement of the applicable Causes of Action has been approved by the Bankruptcy Court, the Related Party Retained Causes of Action will be administered exclusively by the Special Governance Committee and the Other Retained Causes of Action will be administered exclusively by the applicable Post-Effective Date DISH Wireless Debtors. There can be no assurance as to the ultimate recovery, if any, that the Estates would realize, as the prosecution of such Claims involves inherent litigation risks, including risks as to liability, damages, and collectability.

Further, one or more parties may exercise the "fiduciary out" provision of the Stalking Horse APA, which may result in the termination of the Stalking Horse APA and eliminate the baseline bid currently established by EchoStar as the Stalking Horse Bidder. If the Stalking Horse APA is terminated or materially modified further, there can be no assurance that an alternative transaction would be identified, negotiated, and consummated on terms as favorable as, or more favorable than, those currently reflected in the Stalking Horse APA, or at all. The absence of a Stalking Horse could reduce competitive tension in the sale or auction process, depress sale proceeds, and adversely affect the value of the DISH Wireless Debtors' Estates and recoveries for creditors.

Any delays related to renegotiating the Stalking Horse APA or pursuing alternative transactions, if any, may extend the duration of the Chapter 11 Cases, increase administrative expenses, and adversely affect creditor recoveries. To the extent the Special Committee Report or related negotiations result in further material modifications to the proposed Sale structure, the Plan may require amendment, which could necessitate re-solicitation of votes and further extend the timeline for emergence from bankruptcy.

16. The Creditors' Committee May Be Granted Standing to Prosecute Such Claims and Causes of Action

In the Committee Standing Motion, the Creditors' Committee seeks standing to prosecute the Claims and Causes of Action related to the prepetition transfer of the Boost Mobile business, which the Creditors' Committee asserts are subject to avoidance as a preferential transfer under section 547(b) of the Bankruptcy Code, a constructive fraudulent transfer under sections 544(b) and 548(a)(1)(B) of the Bankruptcy Code, and an actual fraudulent transfer under sections 544(b) and 548(a)(1)(A) of the Bankruptcy Code. The Creditors' Committee seeks standing to pursue such Claims and Causes of Action to recover the value of the Boost Mobile business for the benefit of DWLLC's Estate and its creditors. The Creditors' Committee also objects to any sale of the Claims and Causes of Action and believes that any delay in prosecuting such Claims jeopardizes unsecured creditor recoveries.

If the Bankruptcy Court grants the Committee Standing Motion, the Creditors' Committee may thereafter seek to prosecute the Claims and Causes of Action related to the prepetition transfer of the Boost Mobile business independently of the Plan prior to the Effective Date, subject to the terms of any order granting such standing. On and after the Effective Date, however, and unless a settlement of such Claims and Causes of Action has been approved by the Bankruptcy Court or an applicable Bankruptcy Court order provides otherwise, any such Claims and Causes of Action that constitute Related Party Retained Causes of Action will transfer to and vest in the Special Governance Committee, as representative of the DISH Wireless Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, and the Special Governance Committee will have exclusive authority to prosecute, settle, or otherwise resolve them. There can be no assurance as to the value, if any, that the Estates would ultimately realize from such retained litigation, which is inherently uncertain given the risks associated with liability, damages, and collectability, as well as the additional costs, delay, and expense of prosecuting such Claims and Causes of Action outside of a sale transaction. There can also be no assurance that the Litigation Proceeds generated from prosecution of the Retained Causes of Action will be greater than the value that the sale of such Claims and Causes of Action to the Stalking Horse Bidder would have generated. In addition, the carve-out could affect the willingness of prospective bidders to participate in the Sale process.

17. Wind-Down Costs Are Uncertain and May Reduce DISH Wireless Distributable Value

The Plan contemplates that a Wind Down Debtor Account will be funded from Sale proceeds in an amount determined in good faith to pay the costs of administering the DISH Wireless Debtors' estates, with any remaining amounts following the completion of wind-down activities distributed to Holders of Claims in accordance with the Plan's priority scheme. Wind-down costs, including costs associated with litigation, professional fees, tax obligations, and other administrative expenses incurred in connection with resolving potentially hundreds of disputed Claims, are inherently uncertain and could be materially greater than initially reserved. To the extent actual wind-down costs exceed the amounts initially reserved, DISH Wireless Distributable Value—and therefore pro rata recoveries available to Holders of Class 2E Claims—could be materially and adversely affected.

18. Recoveries for Holders of Certain DBS Notes Through the DWLLC Claims Trust Are Capped and Subject to Dilution and Other Provisions Regarding Excess Recovery and Residual Recovery

The Plan contemplates that Holders of the 2028 Senior Secured Notes, 2028 Senior Notes, and 2029 Senior Notes may recover through the DWLLC Claims Trust established for their benefit pursuant to the Plan, which holds an intercompany obligation owed by DWLLC. As beneficiaries of the DWLLC Claims Trust, the DISH Wireless Debtors believe such Holders are entitled to receive pro rata recoveries alongside other Holders of DISH Wireless General Unsecured Claims, up to the DWLLC Recovery Cap, with any DWLLC Excess Recovery to be applied to repay principal and accrued interest under the 2028 Senior Secured Notes, and any DWLLC Residual Recovery to be applied to repay principal and accrued interest under the 2028 Senior Notes and 2029 Senior Notes, in accordance with the waterfall set forth in Article VI.E of the Plan. Given the anticipated number and amount of Claims against the DISH Wireless Debtors, there can be no assurance regarding what, if any, amounts the DWLLC Claims Trust will recover from the DISH Wireless Distributable Value.

19. A Decline in the Credit Ratings of the Post-Effective Date DISH Wireless Debtors Could Negatively Affect the DISH Wireless Debtors' Ability to Refinance Their Debt

The credit ratings of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, could be lowered, suspended, or withdrawn entirely, at any time by the rating agencies if, in each rating agency's judgment, circumstances warrant such action, including as a result of exposure to the credit risk and the business and financial condition of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors as applicable. Downgrades in the long-term credit ratings of the Post-Effective Date DISH Wireless Debtors may make it more difficult to refinance their debt, if any, and increase the cost of any debt that they may incur in the future.

20. The Post-Effective Date DISH Wireless Debtors May Not Be Able to Generate or Receive Sufficient Cash to Service Their Debt and May be Forced to Take Other Actions to Satisfy Their Obligations, Which May Not Be Successful

The abilities of the Post-Effective Date DISH Wireless Debtors to make scheduled payments on their debt obligations depends on Sale proceeds, which is subject to certain financial, business, and other factors beyond the control of the Post-Effective Date DISH Wireless Debtors. The Post-Effective Date DISH Wireless Debtors may not be able to generate proceeds sufficient to permit them to pay the principal, premium, if any, and interest on their debt.

If Sale proceeds are insufficient to fund the debt obligations of the Post-Effective Date DISH Wireless Debtors, they could face substantial liquidity problems and might be forced to seek additional capital or restructure or refinance debt, subject to the terms of the Restructuring Support

Agreement. These alternative measures may not be successful, may not be completed on economically attractive terms, or may not be adequate to satisfy their debt obligations when due.

Further, if the Post-Effective Date DISH Wireless Debtors suffer or appear to suffer from a lack of available liquidity, the evaluation of their creditworthiness by counterparties and rating agencies and the willingness of third parties to do business with them could be adversely affected.

21. Holders of FCC Trust-Eligible Claims May Only Share in the Litigation Proceeds If They Do Not Elect to Recover from the FCC Trust and the Value of Any Retained Causes of Action and the Litigation Proceeds Therefrom Are Uncertain

Under Article IV.O of the Plan, all Retained Causes of Action shall vest in either the Special Governance Committee (with respect to Related Party Causes of Action) or the Post-Effective Date DISH Wireless Debtors (with respect to the Other Retained Causes of Action) and shall not be released or discharged under the Plan or the Confirmation Order, unless and until a settlement of such Causes of Action has been approved by the Bankruptcy Court. Under the Plan, each Holder of an Allowed DISH Wireless General Unsecured Claim is entitled to receive its Pro Rata share of (A) the DISH Wireless Distributable Value and (B) the Litigation Proceeds. Holders of FCC Trust-Eligible Claims that elect to receive recoveries from the FCC Trust by making the FCC Trust Election, Type A Convenience Claim Election, or Quick Pay Election are not entitled to share in the DISH Wireless Distributable Value or the Litigation Proceeds. Only Holders of Allowed DISH Wireless General Unsecured Claims that recover from the Plan will benefit from any such DISH Wireless Distributable Value or Litigation Proceeds recovered on account of the Retained Causes of Action. The number and aggregate amount of such claims, and therefore the pro rata share of any DISH Wireless Distributable Value or Litigation Proceeds available to any individual Holder cannot be determined at this time and will depend on, among other things, the number of Holders that elect to recover from the FCC Trust, the aggregate amount of Allowed DISH Wireless General Unsecured Claims, and the actual amount, if any, of DISH Wireless Distributable Value and Litigation Proceeds recovered.

The Retained Causes of Action include, among others, potential claims arising from the BoostCo Transaction, claims related to the DWLLC Intercompany Loan (including recharacterization, subordination, and disallowance), claims arising from the exercise of undue control or influence by EchoStar and its affiliates over the DISH Wireless Debtors, and Avoidance Actions under chapter 5 of the Bankruptcy Code. While the Creditors' Committee has asserted that certain of these claims are worth billions of dollars, such claims may be subject to numerous statutory and equitable defenses. Accordingly, the Retained Causes of Action that will vest in the Post-Effective Date DISH Wireless Debtors are inherently difficult to value; any such Retained Cause of Action may prove to have limited or zero value. In addition, litigating the Retained Causes of Action is a time consuming and expensive process. Recoveries on account of any of the Retained Causes of Action are speculative and uncertain due to the risk of success on the merits and the potential difficulties of collection and enforcement of any judgments. The value of any Retained Causes of Action may be difficult to realize. The ultimate value of the Retained Causes of Action, if any, will depend on the resolution of complex and contested factual and legal issues that cannot be predicted with certainty at this time.

In addition to the uncertainty regarding the merits of the Retained Causes of Action and likelihood or amount of recovery, the prosecution of the Retained Causes of Action may require

substantial funding for professional fees, litigation costs, and related expenses. Under the Plan, only the Post-Effective Date DISH Wireless Debtors (with respect to the Other Retained Causes of Action) and the Special Governance Committee (with respect to the Related Party Retained Causes of Action) shall have the authority to prosecute, settle, or otherwise resolve the Related Party Retained Causes of Action, as applicable, from and after the Effective Date. While the Plan Supplement is required to specify the amount and source of such funding, as of the date of this Disclosure Statement, the terms of such funding, including whether it will be drawn from the Wind Down Debtor Account, from third-party litigation funding, or from other sources, have not been finalized. There can be no assurance that adequate funding will be available to prosecute the Retained Causes of Action to conclusion, and insufficient funding could result in the abandonment or settlement of the Retained Causes of Action on terms less favorable than might otherwise be achieved.

The prosecution of the Retained Causes of Action may be a protracted process. Avoidance actions, fraudulent transfer claims, and related litigation may take years to resolve through trial and appeal. During this period, Holders of Allowed DISH Wireless General Unsecured Claims entitled to Litigation Proceeds will not receive distributions on account of such proceeds until recoveries, if any, are actually realized. The extended timeline could result in material delay in the receipt of distributions and could diminish the present value of any ultimate recovery.

Holders of FCC Trust-Eligible Claims should therefore carefully assess whether to receive recovery from the FCC Trust or to forgo those elections and instead retain eligibility for a Pro Rata share of both the DISH Wireless Distributable Value and any Litigation Proceeds in light of the uncertain recoveries on account of Retained Causes of Action. The trade-offs between recovering from the FCC Trust and participating in Plan recoveries, which includes the DISH Wireless Distributable Value and Litigation Proceeds, are complex, fact-specific, and dependent on numerous variables that cannot be predicted with certainty at this time, including the ultimate amount at which Claims are Allowed, the resolution of the Retained Causes of Action, the availability and adequacy of funding for the prosecution of the Retained Causes of Action, the number of Holders that make the FCC Trust Election, Type A Convenience Claim Election or the Quick Pay Election (which will affect the pro rata share of DISH Wireless Distributable Value and Litigation Proceeds available to Holders recovering under the Plan), and the aggregate amount of Eligible Covered Claims submitted to the FCC Trust (which will affect the availability of FCC Trust Assets for distribution). Holders of FCC Trust-Eligible Claims are strongly urged to consult with their own legal and financial advisors in evaluating whether to recover from the FCC Trust or the DISH Wireless Debtors' Estates under the Plan in light of the uncertainties associated with the Retained Causes of Action and the other risk factors described in this Disclosure Statement.

22. Certain Tax Implications of the Plan May Increase the Tax Liability of the Post-Effective Date DISH Wireless Debtors

Holders of Allowed Claims should carefully review Article XIII of this Disclosure Statement, entitled "Certain United States Federal Income Tax Consequences of the Plan," to determine how the tax implications of the Plan and the Chapter 11 Cases may adversely affect the Post-Effective Date DISH Wireless Debtors, and Holders of certain Claims.

D. Risks Related to the Company's and the Businesses of the Post-Effective Date DISH Wireless Debtors

1. Operating in Bankruptcy for a Long Period of Time May Harm the Company's Businesses

The DISH Wireless Debtors are relying on an expedited case timeline to maintain their business through this restructuring. A longer process could have a material adverse effect on the DISH Wireless Debtors' businesses, financial condition, results of operations, and liquidity. So long as the proceedings related to the Chapter 11 Cases continue, the DISH Wireless Debtors will be required to spend a significant amount of time and effort dealing with the reorganization instead of focusing exclusively on winding down their business operations. A prolonged period of operating under Bankruptcy Court protection also may make it more difficult to retain management and other key personnel. In addition, the longer the proceedings related to the Chapter 11 Cases continue, the more likely it is that customers and suppliers could lose confidence in the DISH Wireless Debtors and seek to establish alternative commercial relationships.

So long as the proceedings related to the Chapter 11 Cases continue, the DISH Wireless Debtors will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases. Furthermore, the DISH Wireless Debtors cannot predict the ultimate amount of all Claims that will be subject to resolution by the Plan (or by an alternative plan). Even if the Plan (or an alternative plan) is confirmed and consummated, the Post-Effective Date DISH Wireless Debtors may be adversely affected by the possible reluctance of prospective lenders and other counterparties to do business with a company that recently emerged from bankruptcy protection.

2. The DISH Wireless Debtors' Businesses and Operations Are Subject to Various Laws and Regulations That Can Adversely Affect the Cost, Manner, or Feasibility of Doing Business and of their Operations

The Company's operations are subject to various federal, state and local laws and regulations, including communications law, copyright law, antitrust policy, consumer protection statutes, advertising regulation, and satellite spectrum licensing. As more fully described herein, the DISH Wireless Debtors are seeking to sell substantially all of their assets and decommission their 5G Network and their efforts may be impacted by various laws and regulations.

As set forth in this Disclosure Statement, the DISH Wireless Debtors and the Company have been the target of unprecedented regulatory scrutiny. No assurances can be given that the FCC or other regulatory body governing the DISH Wireless Debtors' operations will not further interfere with the DISH Wireless Debtors or the Company, such as by threatening to terminate the spectrum licenses utilized in the DISH Wireless Debtors' businesses, either during the Chapter 11 Cases or upon emergence of the Post-Effective Date DISH Wireless Debtors.

3. The DISH Wireless Debtors May Not Complete the Sale of All Equipment Prior to Confirmation, and Any Unsold Equipment May Be Abandoned

The DISH Wireless Debtors intend to cease their decommissioning activities upon the closing of the Sales. However, there can be no assurance that the DISH Wireless Debtors will be able to sell all of their assets prior to Confirmation. Moreover, the Sale is subject to Bankruptcy Court approval and the Bankruptcy Court may decline to approve the Sale of assets, including the

Claims and Causes of Action, in whole or in part. To the extent any of the DISH Wireless Debtors' assets (other than Claims and Causes of Action) are not sold under section 363 of the Bankruptcy Code, the DISH Wireless Debtors intend to abandon such assets under section 554(a) of the Bankruptcy Code.

Abandoned equipment may be subject to applicable federal, state, and local environmental laws and regulations, and may trigger cleanup or remediation obligations under applicable environmental statutes, including the Comprehensive Environmental Response, Compensation, and Liability Act and analogous state law equivalents. Governmental authorities may assert claims against the DISH Wireless Debtors' estates or seek to impose liability on parties in interest in connection with such abandoned equipment, which could diminish the assets available for distribution to creditors.

Abandoned equipment located at leased premises, customer sites, or other third-party properties may give rise to claims by landlords, property owners, or operators. Such parties may assert claims for the cost of removal, storage, disposal, or remediation of abandoned equipment, which could result in administrative or general unsecured claims against the estates, thereby reducing recoveries to creditors.

4. The Post-Effective Date DISH Wireless Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases, as well as the DWLLC Special Committee's Investigation.

It is possible that certain parties will commence litigation with respect to the treatment of their Claims, or other provisions under the Plan. It is not possible to predict the potential litigation that the Post-Effective Date DISH Wireless Debtors may become party to, nor the final resolution of such litigation. In general, litigation can be expensive and time consuming to bring or defend against and could divert management's attention. Such litigation could result in settlements or damages that could significantly affect the financial results of the Post-Effective Date DISH Wireless Debtors. The impact of any such litigation on the businesses and financial stability of the Post-Effective Date DISH Wireless Debtors could thus be material.

In addition, as noted in Article VI.B.7 of this Disclosure Statement, DWLLC appointed the DWLLC Special Committee and delegated to it the authority to conduct an investigation and assess the merits and potential value of any potential claims and causes of action held by the DISH Wireless Debtors, including with respect to all acts and omissions taken (or not taken) following the Company's receipt of the May 2025 FCC Letter. The DWLLC Special Committee's investigation has concluded and its findings have been memorialized in the Special Committee Report. The outcome of the DWLLC's Special Committee's investigation and the Special Committee Report may impact the DISH Wireless Debtors and distributions to Holder of Allowed Claims.

5. The Loss of Key Personnel Could Adversely Affect the DISH Wireless Debtors' Operations

The DISH Wireless Debtors' operations are dependent on key management personnel and a highly skilled employee base, all of which are employed by non-Debtor Echosphere and provided to the DISH Wireless Debtors pursuant to the Shared Services Agreement. The DISH Wireless Debtors' recent issues have created distractions and uncertainty for key management personnel

and employees that, while employed by non-Debtor affiliates, are relied upon by the DISH Wireless Debtors. As a result, the DISH Wireless Debtors may experience increased levels of employee attrition. Because competition for experienced personnel can be significant, the DISH Wireless Debtors may be unable to find acceptable replacements with comparable skills and experience and the loss of such key management personnel could adversely affect the DISH Wireless Debtors' ability to operate their businesses. In addition, a loss of key personnel or material erosion of employee morale could have a material adverse effect on the DISH Wireless Debtors' ability to meet expectations, thereby adversely affecting the DISH Wireless Debtors' businesses and the results of operations.

E. Additional Factors

1. The DISH Wireless Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the DISH Wireless Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. Additionally, the DISH Wireless Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

2. No Representations Outside This Disclosure Statement Are Authorized

No representations concerning or related to the DISH Wireless Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than those contained in, or included with, this Disclosure Statement should not be relied upon in making the decision to accept or reject the Plan.

3. No Legal or Tax Advice Is Provided by This Disclosure Statement

The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or Interest should consult its own legal counsel and accountants as to legal, tax, and other matters concerning its Claim or Interest.

This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

4. No Admission Made

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the DISH Wireless Debtors or holders of Claims or Interests.

XII. [RESERVED.]

XIII. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to the DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, and to certain Holders (which, solely for purposes of this discussion, means the

beneficial owners for U.S. federal income tax purposes) of Claims. This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "IRC"), the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions and authorities, published administrative rules, positions and pronouncements of the U.S. Internal Revenue Service (the "IRS"), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and the DISH Wireless Debtors do not intend to seek a ruling or determination from the IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the DISH Wireless Debtors or to certain Holders of Claims in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders of Claims subject to special treatment under U.S. federal income tax laws (including, for example, banks, brokers, dealers, mutual funds, governmental authorities or agencies, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, dealers and traders in securities, insurance companies, financial institutions, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, small business investment companies, Persons who are related to the DISH Wireless Debtors within the meaning of the IRC, Persons liable for alternative minimum tax, U.S. Holders whose functional currency is not the U.S. dollar, U.S. Holders who prepare "applicable financial statements" (as defined in section 451 of the IRC), Persons using a mark-to-market method of accounting, Holders of Claims who are themselves in bankruptcy, regulated investment companies, and those holding, or who will hold, any property described herein as part of a hedge, straddle, conversion, or other integrated transaction). No aspect of state, local, estate, gift, or non-U.S. taxation is addressed. Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds Claims as "capital assets" (within the meaning of section 1221 of the IRC). This summary also assumes that the various debt and other arrangements to which the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors are or will be a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the DISH Wireless Debtors "solely as a creditor" for purposes of section 897 of the IRC. This summary does not discuss differences in tax consequences to Holders of Claims that act or receive consideration in a capacity other than any other Holder of a Claim of the same Class or Classes, and the tax consequences for such Holders may differ materially from that described below. In particular, except as otherwise provided herein, this summary does not discuss the tax consequences of the entitlements and obligations under the Restructuring Support Agreement to which certain Holders are party. This summary does not address the U.S. federal income tax consequences to Holders of Claims (a) whose Claims are Unimpaired or otherwise entitled to payment in full in Cash under the Plan, (b) that are deemed to reject the Plan, or (c) that are otherwise not entitled to vote to accept or reject the Plan.

For purposes of this discussion, a "U.S. Holder" is a Holder of a Claim that for U.S. federal income tax purposes is: (1) an individual citizen or resident of the United States; (2) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized

under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (a) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more "United States persons" (within the meaning of section 7701(a)(30) of the IRC) has authority to control all substantial decisions of the trust or (b) that has a valid election in effect under applicable Treasury Regulations to be treated as a "United States person" (within the meaning of section 7701(a)(30) of the IRC). For purposes of this discussion, a "Non-U.S. Holder" is any Holder of a Claim that is not a U.S. Holder other than any partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the partner (or other beneficial owner) and the partnership (or other pass-through entity). Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders of Claims are urged to consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences to the DISH Wireless Debtors and Post-Effective Date DISH Wireless Debtors

1. Characterization of the Restructuring Transactions

For U.S. federal income tax purposes, each of the DISH Wireless Debtors (i) is a member of an affiliate group of corporations of which EchoStar Corporation is the common parent and files a single consolidated U.S. federal income tax return (the "Tax Group") or (ii) an entity disregarded as separate from its owner for U.S. federal income tax purposes whose business activities and operations are reflected on the consolidated U.S. federal income tax returns of the Tax Group.

Subject to the discussion under "—*The Sale*" below, the DISH Wireless Debtors do not believe that the Restructuring Transactions will result in any material gain or loss to the DISH Wireless Debtors.

2. The Sale

The DISH Wireless Debtors expect that the Sale will be structured as one or more taxable sales with respect to all of the DISH Wireless Debtors' assets. The DISH Wireless Debtors generally expect to recognize any gain or loss in an amount equal to the difference between the value of the consideration received by the DISH Wireless Debtors and the DISH Wireless Debtors' tax basis in such assets.

Purchasers will take a tax basis in the acquired assets equal to the amount of consideration paid and will not inherit any tax attribute of the DISH Wireless Debtors.

C. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders of Claims Entitled to Vote on the Plan

The following discussion assumes that the DISH Wireless Debtors will undertake the Restructuring Transactions currently contemplated by the Plan. U.S. Holders are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

1. Consequences to Holders of DBS Notes Claims

Each Holder of an Allowed 2028 Senior Secured Notes Claim, Allowed 2028 Senior Notes Claim, or Allowed 2029 Senior Notes Claims will receive the benefit of recovery from DWLLC's estate through the DWLLC Claims Trust ("Additional Collateral") in accordance with the order of priority set forth in the Plan and subject to the applicable limitations therein.

The U.S. federal income tax consequences of the Plan to a DBS Claim Holder that is a U.S. Holder (a "U.S. DBS Claim Holder") depends on whether the consummation of the Plan, including the receipt of the Additional Collateral, constitutes a modification of the DBS Notes that results in a "deemed" exchange for U.S. federal income tax purposes. Under U.S. federal income tax law, the modification of a debt instrument generally results in a deemed exchange upon which gain or loss is realized if the modified debt instrument differs materially either in kind or in extent from the original debt instrument (a "Significant Modification"). Under applicable U.S. Treasury regulations, the modification of a debt instrument is a Significant Modification if, based on all the facts and circumstances and taking into account all modifications of the debt instrument collectively (other than modifications that are subject to special rules), the legal rights or obligations that are altered and the degree to which they are altered are "economically significant." A change in yield of a debt instrument generally is a Significant Modification under the applicable regulations if the yield of the modified instrument (determined taking into account any accrued interest and any payments) varies from the yield on the unmodified instrument (determined as of the date of the last modification) by more than the greater of (i) 1/4 of 1% and (ii) 5% of the annual yield of the unmodified instrument. Applicable U.S. Treasury regulations also provide that a modification that releases, substitutes, adds or otherwise alters the collateral for or other form of credit enhancement for a recourse debt instrument is a Significant Modification if the change results in a change in payment expectations (*i.e.*, there is a substantial enhancement of the obligor's capacity to meet the payment obligations under a debt instrument and that capacity was primarily speculative prior to the modification and is adequate after the modification; or there is a substantial enhancement of the obligor's capacity to meet the payment obligations under a debt instrument and that capacity was primarily speculative prior to the modification and is adequate after the modification).

Although the matter is not free from doubt, the DISH Wireless Debtors do not believe that the consummation of the Plan, including the receipt of the Additional Collateral, will result in a Significant Modification.

To the extent that any amount received (whether cash or other property) by a U.S. DBS Claim Holder is treated as received in satisfaction of interest accrued during its holding period, such amount will be taxable to the U.S. DBS Claim Holder as ordinary interest income (if and to the extent not previously included in the U.S. DBS Claim Holder's gross income).

U.S. DBS Claim Holders should consult their tax advisors regarding the United States federal income tax treatment of the adoption of the Plan.

2. Consequences to U.S. Holders of DISH Wireless General Unsecured Claims

Except to the extent that a U.S. Holder of an Allowed DISH Wireless General Unsecured Claim agrees to less favorable treatment, each U.S. Holder of an Allowed DISH Wireless General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its Pro Rata share of the DISH Wireless Distributable Value. While Holders of Allowed DBS Notes Claims will receive Additional Collateral, distributions made to them through the DWLLC Claims Trust on account of the DWLLC Intercompany Loan Claims do not alter, reduce, or satisfy the separate Allowed DISH Wireless General Unsecured Claim arising from the assigned DWLLC Intercompany Loan Claims.

To the extent receiving Cash, a U.S. Holder of an Allowed DISH Wireless General Unsecured Claim is expected to recognize gain or loss equal to (a) the amount of any Cash received, *minus* (b) the Holder's adjusted tax basis in its Allowed DISH Wireless General Unsecured Claim. A U.S. Holder of an Allowed DISH Wireless General Unsecured Claim should consult its own tax advisors as to the U.S. federal income tax consequences to it of the adoption of the Plan.

D. Certain U.S. Federal Income Tax Consequences of the Plan to Non-U.S. Holders of Claims Entitled to Vote on the Plan

The following discussion assumes that the DISH Wireless Debtors will undertake the Restructuring Transactions currently contemplated by the Plan and includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. This discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Each Non-U.S. Holder is urged to consult its own tax advisor regarding the U.S. federal, state, local, non-U.S., and non-income tax consequences of the consummation of the Plan to such Non-U.S. Holder.

1. Gain Recognition

Whether a Non-U.S. Holder realizes gain or loss on the exchange and the amount of such gain or loss is determined in the same manner as set forth above in connection with U.S. Holders.

Any gain realized by a Non-U.S. Holder on the exchange of its Claims generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and, if an applicable income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States).

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain realized on the exchange if such gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States in the same manner as a U.S. Holder (except that the Medicare tax would generally not apply). In order to claim an

exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

2. Accrued Interest

Subject to the discussion of FATCA below, payments to a Non-U.S. Holder that are attributable to accrued but untaxed interest (or original issue discount, if any) with respect to the Allowed Claims generally will not be subject to U.S. federal income or withholding tax, provided that the Non-U.S. Holder provides to the withholding agent, prior to receipt of such payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person, unless:

- the Non-U.S. Holder actually or constructively owns ten percent or more of the total combined voting power of all classes of the applicable DISH Wireless Debtor's stock entitled to vote (or, in the case where an applicable DISH Wireless Debtor is a partnership, ten percent or more of the capital or profits interest in such DISH Wireless Debtor);
- the Non-U.S. Holder is a "controlled foreign corporation" that is a "related person" with respect to the applicable DISH Wireless Debtor (each, within the meaning of section 881(c)(3)(C) the IRC);
- the Non-U.S. Holder is a bank receiving interest described in section 881(c)(3)(A) of the IRC; or
- such interest is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, provided the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (i) generally will not be subject to withholding tax, but (ii) will be subject to U.S. federal income tax on a net basis generally in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued interest at a rate of thirty percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

A Non-U.S. Holder that does not qualify for the exemption from withholding tax with respect to accrued but untaxed interest (or original issue discount, if any) that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a thirty percent rate (or at a reduced rate or exemption from tax under an applicable income tax treaty) on any payments that are attributable to accrued but untaxed interest (or original issue discount, if any). For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business. As described above in more detail, the aggregate consideration to be distributed to Holders of Allowed Claims in each Class will be allocated first

to the principal amount of such Allowed Claims, with any excess allocated to accrued but unpaid interest on such Allowed Claims, if any.

3. FATCA

Under legislation commonly referred to as the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding at a rate of 30 percent on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S.-source payments of fixed or determinable, annual, or periodical income, and, subject to the paragraph immediately below, also include gross proceeds from the sale of any property of a type which can produce U.S.-source interest or dividends. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding.

Withholding with respect to the gross proceeds of a disposition of any stock, debt instrument, or other property that can produce U.S.-source dividends or interest has been eliminated under proposed Treasury Regulations, which can be relied on until final regulations become effective.

Each Non-U.S. Holder is urged to consult its own tax advisor regarding the possible impact of FATCA withholding rules on such Non-U.S. Holder.

E. Information Reporting and Back-Up Withholding

The DISH Wireless Debtors and applicable withholding agents will withhold all amounts required by law to be withheld from payments of interest and dividends, whether in connection with distributions under the Plan or in connection with payments made on account of consideration received pursuant to the Plan, and will comply with all applicable information reporting requirements. The IRS may make available to the tax authorities of the country in which a Non-U.S. Holder is resident the information returns reporting such interest and dividends and withholding. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. Additionally, under the backup withholding rules, a Holder may be subject to backup withholding (currently at a rate of 24 percent) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder, in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption)). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided that the required information is timely provided to the IRS.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders subject to the Plan are urged to consult their tax advisors regarding these regulations and

whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

XIV. RECOMMENDATION

In the opinion of the DISH Wireless Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the DISH Wireless Debtors' creditors than would otherwise result in any other scenario. Accordingly, the DISH Wireless Debtors recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Respectfully submitted,

Dated: September 12, 2026

DISH Wireless L.L.C. and its DISH Wireless Debtor Affiliates

/s/ John Swieringa
Name: John Swieringa
Title: Authorized Signatory

Exhibit A

Amended Joint Prepackaged Chapter 11 Plan of DISH Wireless L.L.C. and Its Affiliated Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
DISH DBS CORPORATION, DISH WIRELESS L.L.C., *et al.*,[1]	)	Case No. 26-90627 (CML)
Debtors.	)	(Jointly Administered)

AMENDED JOINT PREPACKAGED CHAPTER 11 PLAN OF DISH WIRELESS L.L.C. AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

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[1] The last four digits of DISH DBS Corporation's and DISH Wireless L.L.C.'s respective tax identification numbers are 8967 and 6388. A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/DBS. The location of the Debtors' corporate headquarters and the Debtors' service address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

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INTRODUCTION

DISH Wireless L.L.C. and its DISH Wireless Debtor Affiliates hereby propose this Plan for the treatment and resolution of the outstanding Claims against, and Interests in, the DISH Wireless Debtors. Capitalized terms used in this Plan shall have the meanings set forth in Article I.A. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each DISH Wireless Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Each DISH Wireless Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III shall be deemed to apply separately with respect to each DISH Wireless Debtor, as applicable. This Plan does not contemplate substantive consolidation of any of the DISH Wireless Debtors. Reference is made to the Disclosure Statement for a discussion of the DISH Wireless Debtors' history, business, properties and operations, projections, risk factors, a summary and analysis of the Plan, the transactions under the Plan, and certain related matters. All exhibits, schedules, and supplements to this Plan, including the Plan Supplement, are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019, and the terms and conditions set forth in the Restructuring Support Agreement and this Plan, the DISH Wireless Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan before its substantial consummation.

ALL HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DISH WIRELESS DEBTORS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings and effect as set forth below.

1. "*2028 and 2029 Notes*" means, collectively, the 2028 Senior Notes, the 2028 Senior Secured Notes, and the 2029 Senior Notes, each as defined in the DBS Plan.

2. "*Administrative Claim*" means any Claim against any of the DISH Wireless Debtors for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the DISH Wireless Estates; (b) Allowed Professional Fee Claims; and (c) all fees and charges assessed against the DISH Wireless Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

3. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code. With respect to any Person that is not a Debtor, the term "Affiliate" shall apply to such Person as if the Person were a Debtor.

4. "*Allowed*" means all or a portion of any Claim or Interest: (a) that has been listed by the DISH Wireless Debtors in their Schedules, as such Schedules may be amended by the DISH Wireless Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not "disputed" or "contingent," and with respect to which no contrary Proof of Claim or proof of Interest has been timely filed as to which no objection or request for estimation has been filed on or before the deadline to object to Claims or Interests set forth in the Bar Date Order or the expiration of such other applicable period fixed by the Bankruptcy Court; (b) that is evidenced by a timely filed Proof of Claim or proof of Interest as to which no objection or request for estimation has been timely filed; (c) as to which any objection has been settled, waived, withdrawn or denied by a Final Order; or (d) that is allowed (i) by a Final Order, (ii) by an agreement between the Holder of such Claim or Interest and the DISH Wireless Debtors or (iii) pursuant to the terms of the Plan. The DISH Wireless Debtors retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to this Plan. Any Claim that has been or is hereafter listed in the Schedules of the DISH Wireless Debtors as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely filed, is not considered Allowed and shall be expunged without further action by the DISH Wireless Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. For the avoidance of doubt, (x) a Proof of Claim filed after the Claims Bar Date, to the extent applicable, or a request for payment of an Administrative Claim filed after the Administrative Claims Bar Date, to the extent applicable, shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-filed Claim, and (y) a Claim or Interest that has been Disallowed by a Final Order or settlement shall not be Allowed for any purposes whatsoever. "Allow" and "Allowing" have correlative meanings.

5. "*Assumed Contracts and Leases*" means those Executory Contracts and Unexpired Leases that are assumed under sections 365(a) or 1123 of the Bankruptcy Code, including Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to any order of the Bankruptcy Court.

6. "*AT&T Closing Date*" means July 28, 2026, which was the date on which the AT&T Transactions were consummated.

7. "*AT&T Transactions*" means the transactions pursuant to which EchoStar (and/or its applicable subsidiaries) assigned the 3.45 GHz and 600 MHz spectrum licenses to AT&T Mobility II LLC (or its designee), as approved by the FCC's Wireless Telecommunications Bureau pursuant to the FCC's May 2026 Order.

8. "*Avoidance Actions*" means any and all causes of action to avoid a transfer of property or interest in property or an obligation incurred by any of the DISH Wireless Debtors arising under chapter 5 of the Bankruptcy Code, including sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 552, 553(b), and 724(a) of the Bankruptcy Code, or other similar or related state or federal statutes and common law.

9. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

10. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of reference under 28 U.S.C. § 157, the United States District Court for the Southern District of Texas.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as applicable to the Chapter 11 Cases, and the general, local, and chambers rules of the Bankruptcy Court.

12. "*Bar Date Order*" means the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief* [Dkt. No. 262] (as may be amended, supplemented, or modified from time to time).

13. "*Bidding Procedures*" means the procedures governing the sale process with respect to any Sale (as such procedures may be altered, amended, modified, or supplemented from time to time in accordance with the terms thereof).

14. "*Business Day*" means any day, other than a Saturday, Sunday, "legal holiday" (as defined in Bankruptcy Rule 9006(a)), or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, both the State of New York and the State of Texas.

15. "*Cash*" means the legal tender of the United States of America or the equivalent thereof, including bank deposits and checks.

16. "*Cause of Action*" means, whether asserted against a DISH Wireless Debtor or any other Person or Entity, any action, claim, cause of action, controversy, demand, right, action, Lien, indemnity, interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, Disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, "Cause of Action" includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state or federal law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any right to dispute, object to, compromise, or seek to recharacterize, reclassify, subordinate or disallow Claims or Interests; (d) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, including sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 552, 553(b), and 724(a) of the Bankruptcy Code, or other similar or related state or federal statutes and common law; (e) any claim or defense including fraud, mistake, duress, and usury; and any other defenses set forth in section 558 of the Bankruptcy Code; (f) any state or foreign law fraudulent transfer or similar claim; and (g) any Avoidance Action.

17. "*Chapter 11 Cases*" means the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court, which include the chapter 11 cases of the DBS Debtors (prior to the DBS Debtors' emergence from chapter 11 under the terms of the DBS Plan) and the DISH Wireless Debtors.

18. "*Claim*" has the meaning set forth in section 101(5) of the Bankruptcy Code.

19. "*Claims and Noticing Agent*" means Epiq Corporate Restructuring LLC in its capacity as claims and noticing agent retained by the Debtors in the Chapter 11 Cases.

20. "*Claims Register*" means the official register of Claims against the DISH Wireless Debtors maintained by the Claims and Noticing Agent.

21. "*Class*" means a category of Holders of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

22. "*Company Parties*" has the meaning ascribed to such term in the Restructuring Support Agreement.

23. "*Confirmation*" means entry of the Confirmation Order for this Plan on the docket of the Chapter 11 Cases.

24. "*Confirmation Date*" means the date on which the Bankruptcy Court enters the Confirmation Order for this Plan on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

25. "*Confirmation Hearing*" means the hearing(s) before the Bankruptcy Court under section 1128 of the Bankruptcy Code at which the DISH Wireless Debtors seek entry of the Confirmation Order.

26. "*Committee*" means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code (as such committee may be reconstituted from time to time).

27. "*Confirmation Order*" means an order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in all respects consistent with the Restructuring Support Agreement and in form and substance reasonably acceptable to the Required Consenting Creditors.

28. "*Consenting Creditors*" has the meaning set forth in the Restructuring Support Agreement.

29. "*Consummation*" or "*Consummated*" means the occurrence of the Effective Date.

30. "*Covered Claim*" has the meaning ascribed to such term in the FCC Trust Agreement.

31. "*Covered Claim Submission*" has the meaning ascribed to such term in the FCC Trust Agreement.

32. "*Cure Costs*" means all amounts, including an amount of $0, required to cure any monetary defaults based upon a Debtor's defaults under the Assumed Contracts and Leases under section 365 of the Bankruptcy Code (unless such defaults are waived or modified by the applicable counterparty), other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

33. "*D&O Policies*" means, collectively, all insurance policies (including any "tail policy") issued at any time to or providing coverage to any of the DISH Wireless Debtors' current or former directors', managers', members', officers' and/or employees' liability and all agreements, documents, or instruments relating thereto.

34. "*DBS*" means DISH DBS Corporation.

35. "*DBS Notes*" means, collectively, the 2026 Senior Secured Notes, the 2028 Senior Secured Notes, the 2028 Senior Notes, and the 2029 Senior Notes, each as defined in the DBS Plan.

36. "*DBS Plan*" means a separate chapter 11 plan of the DBS Debtors, including all exhibits, supplements (including the plan supplement), appendices, and schedules, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms thereof.

37. "*Debtors*" collectively, the DBS Debtors and the DISH Wireless Debtors.

38. "*Debtors' Estimated Allowed Claim Amount*" means, with respect to each Secured Type A Claim and FCC Trust-Eligible Claim, the DISH Wireless Debtors' good-faith estimate of the Allowed amount of such Claim, which estimate (a) reflects any cap applicable to the Claim for damages resulting from the rejection or termination of a lease of real property under section 502(b)(6) of the Bankruptcy Code but (b) does not account for any affirmative defense of the DISH Wireless Debtors, including any defense based on force majeure, frustration of purpose, impracticability, or any similar contract provision or legal doctrine.

39. "*Definitive Documents*" means the documents listed in Section 5 of the Restructuring Support Agreement, which shall be in all respects consistent with the Restructuring Support Agreement and subject to the consent requirements set forth in Section 5(a) thereof.

40. "*Disallowed*" means, with respect to any Claim or Interest, or any portion thereof, that such Claim, Interest, or any portion thereof, is not Allowed.

41. "*Disbursing Agent*" means the DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, or the Persons or Entities appointed to prosecute, settle, or otherwise resolve the Retained Causes of Action in accordance with Article IV.P and the agreement(s) that shall be disclosed in the Plan Supplement.

42. "*Disclosure Statement*" means the disclosure statement with respect to this Plan that is prepared and distributed in accordance with, among other things, sections 1125, 1126(b), and

1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and other applicable Law, and all exhibits, schedules, supplements, modifications and amendments thereto.

43. "*Disclosure Statement Order*" means any order of the Bankruptcy Court approving the adequacy of the Disclosure Statement on a final basis under section 1125 of the Bankruptcy Code.

44. "*DISH Wireless Administrative Claims Bar Date*" means the applicable deadline by which all requests for payment of Administrative Claims against the DISH Wireless Debtors must be Filed and served on the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, which shall be the date that is thirty (30) days after the Effective Date, except as otherwise specifically set forth in this Plan or a Final Order of the Bankruptcy Court.

45. "*DISH Wireless Administrative Claims Objection Deadline*" means the deadline for Filing objections to requests for payment of Administrative Claims against the DISH Wireless Debtors (other than requests for payment of Professional Fee Claims and fees and charges assessed against the DISH Wireless Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code), which shall be the later of (a) the date that is ninety (90) days after the Effective Date and (b) the date that is ninety (90) days after the Filing of the applicable request for payment of the Administrative Claims; provided that the DISH Wireless Administrative Claims Objection Deadline may be extended by the Bankruptcy Court after notice and a hearing.

46. "*DISH Wireless Backup Bidder(s)*" means any Entity or Entities whose bid for any of the DISH Wireless Debtors' assets is selected by the DISH Wireless Debtors and approved by the Bankruptcy Court as the next-highest or otherwise second-best bid for such assets as compared to the applicable DISH Wireless Successful Bidder's bid for such assets pursuant to the Bidding Procedures. For the avoidance of doubt, a DISH Wireless Backup Bidder may be more than one Entity, submitting one or more bids, and, if applicable, use of the term "DISH Wireless Backup Bidder" herein may be read as "DISH Wireless Backup Bidders."

47. "*DISH Wireless Debtor Release*" means the release set forth in Article VIII.C.

48. "*DISH Wireless Debtors*" means, collectively: (a) DISH Wireless L.L.C.; (b) DISH Wireless Leasing L.L.C.; (c) DISH Wireless Retail Holding L.L.C.; (d) DISH Wireless Retail Operating L.L.C.; (e) DISH Infinite Corporation; and (f) Neyland Networks LLC.

49. "*DISH Wireless Distributable Value*" means Cash in an amount equal to the sum of (i) the aggregate net proceeds actually received by the DISH Wireless Debtors' Estates from any Sale, (ii) all Cash on hand of the DISH Wireless Debtors' Estates as of the Effective Date, and (iii) any other amounts remaining in the DISH Wireless Debtors' Estates, including any amounts remaining in the Wind Down Account, following the completion of the Wind Down, which shall, in each case, be net of all amounts paid or payable (whether before, on, or after the Effective Date) on account of: (a) any transaction costs and other fees and expenses incurred in connection with the consummation of any such Sale and payable from such proceeds pursuant to the Sale Order, (b) the amounts actually paid (or required to be paid or reserved) from such proceeds, on or prior to the applicable distribution date, in respect of Claims against the DISH Wireless Debtors that are senior in right of payment to the DISH Wireless General Unsecured Claims, including Allowed Prepetition

Secured Loan Claims, Allowed Other Secured Claims, Allowed Administrative Claims, including Allowed Professional Fee Claims, Allowed Priority Tax Claims, and Allowed Other Priority Claims, in each case to the extent such amounts are payable from, or are required to be satisfied from, the proceeds of the Sale or Cash on hand of the DISH Wireless Debtors' Estates, and (c) the Wind Down Amount, which shall be funded into the Wind Down Debtor Account from the proceeds of any Sale or Cash on hand of the DISH Wireless Debtors' Estates on or before the Effective Date.

50. "*DISH Wireless Estate*" means the estate of any DISH Wireless Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor's Chapter 11 Case.

51. "*DISH Wireless General Unsecured Claim"* means any Claim against any DISH Wireless Debtor that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, an Other Secured Claim, a Prepetition Secured Loan Claim, a Secured Type A Claim or a DISH Wireless Intercompany Claim. For the avoidance of doubt, DISH Wireless General Unsecured Claims include (a) any Other Class 2E Claim and (b) any FCC Trust-Eligible Claim.

52. "*DISH Wireless Intercompany Claim*" means any Claim against a DISH Wireless Debtor held by another Debtor, other than any (a) Prepetition Secured Loan Claim or (b) Claim arising under or relating to the DWLLC Intercompany Loan assigned to the DWLLC Claims Trust prior to the Petition Date.

53. "*DISH Wireless Successful Bidder(s)*" means any Entity or Entities whose bid for any of the DISH Wireless Debtors' assets is selected by the DISH Wireless Debtors and approved by the Bankruptcy Court as the highest or otherwise best bid for such assets. For the avoidance of doubt, a DISH Wireless Successful Bidder may be more than one Entity, submitting one or more bids, and, if applicable, use of the term "DISH Wireless Successful Bidder" herein may be read as "DISH Wireless Successful Bidders."

54. "*Disputed*" means, as to a Claim or an Interest, any Claim or Interest, or any portion thereof, that (i) is not yet Allowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable, and (ii) that either (a) is or has been listed on the Schedules as disputed, contingent, or unliquidated, or (b) as to which a Proof of Claim or Interest has been Filed and the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, have interposed, or retain the right to interpose, a timely objection or request for estimation, recharacterization, reclassification, subordination, offset, or other challenge. For the avoidance of doubt, no Claim or Interest that is Allowed pursuant to this Plan or a Final Order shall be a Disputed Claim or Interest.

55. "*Disputed Claims Reserve*" means one or more reserves of Cash that may be established and maintained by the Disbursing Agent, in its reasonable discretion, solely from the DISH Wireless Distributable Value, for the limited purpose of facilitating distributions, if any, on account of DISH Wireless General Unsecured Claims that are Disputed as of the Effective Date.

56. "*Disputed Claims Reserve Amount*" means the amount of Cash, if any, that the Disbursing Agent determines, in its reasonable discretion, to set aside in the Disputed Claims Reserve with respect to Disputed DISH Wireless General Unsecured Claims. The Disputed Claims

Reserve Amount may be based on the Disbursing Agent's good-faith estimate of the amount that could become distributable on account of such Claims from the DISH Wireless Distributable Value if and to the extent such Claims become Allowed, and may be adjusted, reduced, or released from time to time as Disputed Claims are resolved by settlement or Final Order.

57. "*Distribution Record Date*" means, other than with respect to any publicly traded securities, the record date for purposes of determining which Holders of Allowed Claims against or Allowed Interests in the DISH Wireless Debtors are eligible to receive distributions under the Plan, which date shall be the Effective Date, or such other date as is agreed to by the DISH Wireless Debtors.

58. "*DNC*" means DISH Network Corporation.

59. "*DWLLC*" means DISH Wireless L.L.C.

60. "*DWLLC Claims Trust*" means the trust established by the DBS Claims Trust Agreement pursuant to the Restructuring Support Agreement to receive, hold, administer, and distribute, for the ratable benefit of the DWLLC Claims Trust Beneficiaries, distributions on account of Allowed DISH Wireless General Unsecured Claims under the DWLLC Intercompany Loan assigned to such trust prior to the Petition Date.

61. "*DWLLC Claims Trust Agreement*" means the Claims Trust Agreement, dated as of June 26, 2026, by and between DBS, as trustor, and Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as trustee, as amended, amended and restated, supplemented, or otherwise modified from time to time.

62. "*DWLLC Claims Trust Beneficiaries*" means the Indenture Trustees of 2028 and 2029 Notes on behalf of the respective Holders thereof to the extent they are entitled to receive distributions from the DWLLC Claims Trust.

63. "*DWLLC Claims Trust Special Counsel Fees*" means all reasonable and documented fees and expenses incurred by Milbank LLP (or any successor counsel thereto) in its capacity as special counsel to the DWLLC Claims Trust.

64. "*DWLLC Claims Trust Trustee Fees and Expenses*" means the reasonable fees and expenses of the trustee of the DWLLC Claims Trust in connection with the performance of its duties.

65. "*DWLLC Excess Recovery*" means any amounts recovered by the DWLLC Claims Trust from DWLLC's Estate in excess of the DWLLC Recovery Cap, which the DWLLC Claims Trust shall (a) hold in trust for the benefit of the applicable Indenture Trustee for the 2028 Senior Secured Notes on behalf of the Holders of the 2028 Senior Secured Notes and (b) promptly remit to such Indenture Trustee (without set-off or counterclaim), to be applied solely to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on 2028 Senior Secured Notes then outstanding at par, without any premium, penalty, or charge, in accordance with the Restructuring Support Agreement and Article VI.E.

66. "*DWLLC Intercompany Loan*" means those certain intercompany loans extended by DNC to DWLLC from time to time beginning in 2020, as memorialized pursuant to that certain Loan Agreement, dated as of August 22, 2025, between DNC, as lender, and DWLLC, as borrower, in the aggregate amount of $8,856,507,760.88 (inclusive of principal and accrued interest and net of $5,000,000,000.00 of prior loan forgiveness) as of June 28, 2026 (it being understood that interest on such DWLLC Intercompany Loan ceased as of June 28, 2026), as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the Petition Date, which were assigned by DNC to DBS, and by DBS, in its capacity as trustor under the DWLLC Claims Trust Agreement, to the DWLLC Claims Trust for the ratable benefit of DWLLC Claims Trust Beneficiaries prior to the Petition Date in accordance with the terms of the Restructuring Support Agreement.

67. "*DWLLC Recovery Cap*" means an amount of up to $300,000,000, which the DWLLC Claims Trust shall (a) hold in trust for the benefit of the applicable Indenture Trustee for the 2028 and 2029 Notes on behalf of the beneficial holders thereof and (b) promptly remit to such Indenture Trustees (without set-off or counterclaim), to be applied solely to optionally redeem, on a Pro Rata basis, a corresponding aggregate principal amount of 2028 and 2029 Notes calculated based on the applicable redemption price of each such series of DBS Notes as provided in the relevant Amended Notes Indentures in accordance with the Restructuring Support Agreement and Article VI.E.

68. "*DWLLC Residual Recovery*" means any amounts by which the DWLLC Excess Recovery exceeds the aggregate outstanding principal amount and accrued and unpaid interest on the 2028 Senior Secured Notes at the time of any distribution on account of the Allowed DISH Wireless General Unsecured Claims held by the DWLLC Claims Trust under the DWLLC Intercompany Loan, which the DWLLC Claims Trust shall (a) hold in trust for the benefit of the applicable Indenture Trustees for the 2028 Senior Notes and the 2029 Senior Notes on behalf of the respective Holders thereof and (b) promptly remit to such Indenture Trustees (without set-off or counterclaim), to be applied solely to redeem, on a Pro Rata basis, a corresponding aggregate amount of principal and accrued and unpaid interest on 2028 Senior Notes and 2029 Senior Notes then outstanding at par, without any premium, penalty, or charge, in accordance with the Restructuring Support Agreement and Article VI.E.

69. "*EchoStar*" means EchoStar Corporation.

70. "*EchoStar Parties*" has the meaning ascribed to such term in the FCC Trust Agreement.

71. "*Effective Date*" means, with respect to this Plan, the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A have been satisfied or waived in accordance with the Plan.

72. "*Entity*" has the meaning set forth in section 101(15) of the Bankruptcy Code.

73. "*Exculpated Party*" means each of: (a) the DISH Wireless Debtors; (b) Vikram Jindal and Gerard Uzzi, solely in their capacity as the Independent Managers serving on the Special

Committee, for conduct within the scope of their duties; and (c) the Committee and each of its members (including Charter Communications Operating, LLC, as successor in interest to CoxCom LLC and in its capacity as an *ex officio* member of the Committee), for conduct within the scope of their duties related to the DISH Wireless Debtors.

74. "*Executory Contract*" means a contract to which one or more of the DISH Wireless Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 and 1123 of the Bankruptcy Code.

75. "*FCC*" means the Federal Communications Commission.

76. "*FCC's July 2026 Order*" means the Memorandum Opinion and Order, *In re Applications of AT&T Mobility II LLC and EchoStar Corporation for Consent to Assign Licenses*, DA 26-797 (WTB July 30, 2026).

77. "*FCC's May 2026 Order*" means the Memorandum Opinion and Order, *In re Applications of AT&T Mobility II LLC and EchoStar Corporation for Consent to Assign Licenses*, DA 26-470, App'x B (WTB May 12, 2026).

78. "*FCC Orders*" means, collectively, the FCC's May 2026 Order and the FCC's July 2026 Order.

79. "*FCC Trust*" means the trust established at the direction of the Wireless Telecommunications Bureau of the FCC pursuant to the FCC Trust Agreement and the FCC's May 2026 Order.

80. "*FCC Trust Agreement*" means that certain Trust Agreement, dated as of June 26, 2026, by and between EchoStar and the Trustee, establishing the "Wireless Creditor Trust" (referred to herein as the FCC Trust), as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms. A copy of the FCC Trust Agreement is appended hereto as **Exhibit A**.

81. "*FCC Trust Assets*" means all property from time to time held by, or for the benefit of, the FCC Trust, including the FCC Trust Contribution and any income, proceeds, or other earnings received by the FCC Trust thereon, together with any proceeds of any of the foregoing and any earnings thereon.

82. "*FCC Trust Collateral Documents*" means, collectively: (a) the FCC Trust Security Agreement; and (b) the deposit account control agreement among the Trustee, DWLLC (as the Secured Party), and the bank at which the Type A Claims Reserve is maintained.

83. "*FCC Trust Contribution*" means the two billion four hundred million dollars ($2,400,000,000.00) deposited into the FCC Trust on the AT&T Closing Date in accordance with the FCC Trust Agreement and the FCC Trust Collateral Documents.

84. "*FCC Trust Distributions Order*" has the same meaning as the term "Secured Party Distributions Order" in the FCC Trust Agreement, including an order of the Bankruptcy Court (which may be the Confirmation Order) that is in effect and not stayed and that (a) requires DWLLC

to use any distributions it receives from the FCC Trust on account of Secured Type A Claims solely to pay Holders of Secured Type A Claims and (b) prohibits DWLLC from using such distributions for any other purpose.

85. "*FCC Trust Documents*" means, collectively: (a) (i) the FCC Trust Agreement, (ii) the FCC Trust Security Agreement, and (iii) the deposit account control agreement contemplated by the FCC Trust Agreement and the FCC Trust Security Agreement with respect to the Type A Claims Reserve, in each case as may be amended, supplemented, or modified from time to time in accordance with its terms; and (b) the FCC Orders.

86. "*FCC Trust-Eligible Claim*" means any DISH Wireless General Unsecured Claim that is not an Other Class 2E Claim.

87. "*FCC Trust Election*" means the election made by a Holder of an Allowed DISH Wireless General Unsecured Claim to pursue recovery on such Claim from the FCC Trust by making a Covered Claim Submission to the FCC Trust in accordance with the FCC Trust Documents.

88. "*FCC Trust Security Agreement*" means that certain Security Agreement, dated as of June 26, 2026, by and between DWLLC, as Secured Party, and the Trustee, as grantor, granting to DWLLC a security interest over the Trustee's right, title and interest in and to the Type A Claims Reserve to secure the FCC Trust's obligation to make distributions to DWLLC on behalf of Holders of Secured Type A Claims against DWLLC, as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms.

89. "*FCC Trust Third-Party Payment Provisions*" means the provisions of the FCC Trust Agreement, including sections 4.1, 4.2.1(d), 4.2.5, 4.2.9(b)(v), and 4.2.10 thereof, that pertain to Third-Party Payments or the waiver and release of legal rights against EchoStar Parties upon the submission of a Covered Claim to the FCC Trust:

> (a) any Distributions to a Claimant on account of an Eligible Covered Claim (i) are subject to the Claimant's execution of a full and complete release and discharge of any and all Covered Claims against the EchoStar Parties, in a form prepared and promulgated by the Trustee that is acceptable to EchoStar and DWLLC and (ii) shall be reduced by the aggregate amount of any payments received by the Claimant on account of its Covered Claim from any source that is not the Trust (a "*Third-Party Payment*");
>
> (b) except as any EchoStar Party may otherwise agree in writing, any Claimant that makes a Covered Claim Submission agrees that its sole source of recovery on account of its Covered Claim is the Trust, and that, subject to execution of a release in form and substance acceptable to EchoStar and DWLLC, such Covered Claim Submission constitutes a voluntary irrevocable waiver and release by the Claimant of any legal rights it may have against any EchoStar Party to otherwise recover against or enforce the Judicial or Arbitral Claim Determination or Covered Claim Settlement on which the Covered Claim is based;
>
> (c) a Covered Claim is an Eligible Covered Claim only if the holder of a Covered Claim shall have, among other things, certified that Claimant has not received any Third-

Party Payment or, if the Claimant has received a Third-Party Payment, specifying the aggregate amount thereof;

(d) if a Claimant receives any Third-Party Payment after making a Covered Claim Submission, such Claimant shall notify the Trustee within ten (10) Business Days, and the Trustee shall be entitled to adjust any Distributions made to such Claimant on account of the Third-Party Payment; and

(e) any failure of a Claimant to timely notify the Trustee of a Third-Party Payment after receiving a Distribution shall result in the Claimant owing the Trust annualized interest at the federal judgment rate on the amount of such Third-Party Payment for each Business Day after the applicable 10-day period specified above until the Trustee is notified.

All capitalized terms used but not defined in this definition have the meanings ascribed to such terms in the FCC Trust Agreement.

90. "*Federal Judgment Rate*" means the rate of interest calculated pursuant to the provisions of 28 U.S.C. § 1961, which shall be a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, as of the Petition Date.

91. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim, the Claims and Noticing Agent or the Bankruptcy Court.

92. "*Final Order*" means an order of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, modified or amended, that is not stayed, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order could be appealed or from which certiorari could be sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

93. "*First Day Pleadings*" means those certain pleadings Filed by the Debtors contemporaneously with their voluntary petitions on the Petition Date.

94. "*General Claims Bar Date*" means August 7, 2026 at 5:00 p.m., prevailing Central Time, the date established by the Bankruptcy Court pursuant to the Bar Date Order, by which Proofs of Claim against the DISH Wireless Debtors must be Filed with respect to such Claims, other than Administrative Claims, Claims held by Governmental Units, or other Claims for which the Bankruptcy Court shall have entered an order excluding the Holders of such Claims from the requirement of Filing Proofs of Claim.

95. "*Governmental Bar Date*" means December 27, 2026 at 5:00 p.m., prevailing Central Time, the date established by the Bankruptcy Court pursuant to the Bar Date Order, by which all Governmental Units holding Claims (whether secured, unsecured priority, or unsecured

non-priority) that arose (or are deemed to have arisen) prior to the Petition Date, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code, must File Proofs of Claim, including Claims for unpaid taxes, whether such Claims arise from prepetition tax years or periods or prepetition transactions to which any of the DISH Wireless Debtors were a party.

96. "*Governmental Unit*" has the meaning set forth in section 101(27) of the Bankruptcy Code.

97. "*Holder*" means an Entity holding a Claim against or Interest in a DISH Wireless Debtor, as applicable.

98. "*HSSC Entities*" means Hughes Satellite Systems Corporation and its direct and indirect subsidiaries.

99. "*Impaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

100. "*Indenture Trustees*" means, collectively: (a) Wilmington Savings Fund Society, FSB, in its capacity as trustee under the 2026 Senior Secured Notes Indenture and the 2028 Senior Secured Notes Indenture; (b) U.S. Bank Trust Company, National Association, in its capacity as trustee under the 2028 Senior Notes Indenture and the 2029 Senior Notes Indenture; and (c) U.S. Bank Trust Company, National Association, in its capacity as collateral agent under the 2026 Senior Secured Notes Indenture and the 2028 Senior Secured Notes Indenture, in each case, together with any successor trustee or successor collateral agent, as applicable, appointed under any such indenture.

101. "*Independent Managers*" means, collectively, Vikram Jindal and Gerard Uzzi, each in his capacity as an independent and disinterested manager of the board of managers of DWLLC.

102. "*Initial Distribution Date*" means the date on which the Disbursing Agent makes initial distributions to Holders of Allowed Claims pursuant to this Plan.

103. "*Intercompany Interest*" means, other than an Interest, any shares (or any class thereof), common stock, preferred stock, limited liability company interests, equity security (as defined in section 101(16) of the Bankruptcy Code), and any other equity, ownership, profits interests, puts, options, warrants, rights, or other Securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests in a DISH Wireless Debtor held by an Affiliate of such DISH Wireless Debtor, which Affiliate may be another DISH Wireless Debtor.

104. "*Interest*" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, equity security (as defined in section 101(16) of the Bankruptcy Code) partnership interests, membership interests, and any other equity, ownership, or profits interests of any DISH Wireless Debtor and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other Securities or agreements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred

stock, limited liability company interests, partnership interests, membership interests, or any other equity, ownership, or profits interests of any DISH Wireless Debtor (in each case whether or not arising under or in connection with any employment agreement and regardless of whether such equity interests are held directly or indirectly).

105. "*Law*" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, treaty, duty, requirement, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

106. "*Lien*" has the meaning set forth in section 101(37) of the Bankruptcy Code.

107. "*Litigation Proceeds*" means the proceeds of the Retained Causes of Action.

108. "*Other Class 2E Claim*" means any DISH Wireless General Unsecured Claim that is: (a) a Claim arising under or relating to the DWLLC Intercompany Loan assigned to the DWLLC Claims Trust prior to the Petition Date; (b) held or asserted by or on behalf of EchoStar or its Affiliates, or any assignee thereof; or (c) for repayment of funds advanced, directly or indirectly, to fund the construction, operation, maintenance, building, decommissioning, or provisioning of the 5G network, regardless of whether such funds were provided by stockholders, bondholders, lenders, or other EchoStar Parties (other than, for the avoidance of doubt, any claim asserted by a third-party Claimant that is not an EchoStar Party in connection with ordinary-course vendor financing arrangements, including extended payment terms or trade credit granted by such third-party Claimant). For the avoidance of doubt, any Claim asserted against a DISH Wireless Debtor by an Affiliate of such DISH Wireless Debtor is an Other Class 2E Claim and, accordingly, is not an FCC Trust-Eligible Claim.

109. "*Other Priority Claim*" means any Claim against any of the DISH Wireless Debtors entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than (a) an Administrative Claim, (b) a Priority Tax Claim, and (c) any other Claim that is expressly classified in a separate Class under Article III.

110. "*Other Retained Causes of Action*" means any and all Causes of Action of the DISH Wireless Debtors or the DISH Wireless Estates that are not resolved pursuant to this Plan, the Confirmation Order or any other order of the Bankruptcy Court, and that are not Related Party Retained Causes of Action.

111. "*Other Secured Claim*" means any Secured Claim against a DISH Wireless Debtor other than (a) any Prepetition Secured Loan Claim or (b) any other Claim that is expressly classified in a separate Class under Article III.

112. "*Person*" has the meaning set forth in section 101(41) of the Bankruptcy Code.

113. "*Petition Date*" means the date on which the Debtors commenced the Chapter 11 Cases.

114. "*Plan*" means this chapter 11 plan of the DISH Wireless Debtors, including all exhibits, supplements (including the Plan Supplement), appendices, and schedules, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof.

115. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to this Plan, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, including: (a) any Schedule of Rejected Contracts and Leases; (b) the Schedule of Related Party Retained Causes of Action, (c) the agreement(s), bylaws or other governing documents, which, among other things, shall (i) authorize and empower the Special Governance Committee to prosecute, settle, or otherwise resolve the Related Party Retained Causes of Action for the benefit of Holders of DISH Wireless General Unsecured Claims that do not make the FCC Trust Election or the Quick Pay Election and (ii) specify the amount and source of funding that will enable the administration of the Retained Causes of Action; (d) the identities of the members of the Special Governance Committee, and (e) any disclosures required under section 1129(a)(5) of the Bankruptcy Code (including, to the extent known and determined, the identities of the directors and officers of the Post-Effective Date DISH Wireless Debtors). Unless otherwise provided in this Plan, the DISH Wireless Debtors shall have the right to alter, amend, modify, or supplement the documents contained in the Plan Supplement through the Effective Date as set forth in this Plan.

116. "*Post-Effective Date DISH Wireless Debtor*" means each DISH Wireless Debtor, or any successor(s) or assign(s) thereto, by merger, consolidation, or otherwise, in the form of a corporation, limited liability company, partnership, trust, or other form, as the case may be, on and after the Effective Date. "Post-Effective Date DISH Wireless Debtors" means all of the Post-Effective Date DISH Wireless Debtors, collectively.

117. "*Post-Effective Date DWLLC*" means DWLLC, or any successor or assign thereto by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, trust, or other form, as the case may be, on and after the Effective Date.

118. "*Prepetition Secured Guarantee Agreement*" means that certain Guarantee and Security Agreement, dated as of May 26, 2026, by and between DISH Wireless Leasing, L.L.C., as guarantor, and DBS, as lender (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time), pursuant to which DISH Wireless Leasing L.L.C. agreed to guarantee and secure the obligations of DWLLC under the Prepetition Secured Loan Agreement.

119. "*Prepetition Secured Loan Agreement*" means that certain Loan and Security Agreement, dated as of April 21, 2026, by and between DWLLC, as borrower, and DBS, as lender (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time) pursuant to which DBS extended to DWLLC secured term loans in an aggregate principal amount of $75,000,000.

120. "*Prepetition Secured Loan Claims*" means any and all Claims against (a) DWLLC and (b) DISH Wireless Leasing L.L.C. (in its capacity as guarantor) held by DBS arising under, out of, or relating to the Prepetition Secured Loan Agreement or any other documents executed or delivered in connection therewith, including any Claim for outstanding principal, accrued and

unpaid interest, fees, costs, expenses, indemnification obligations, reimbursement obligations, and any other amounts due and owing thereunder or arising therefrom.

121. "*Prepetition Secured Loan Documents*" means the Prepetition Secured Loan Agreement and the Prepetition Secured Guarantee Agreement.

122. "*Priority Tax Claim*" means any Claim against the DISH Wireless Debtors of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

123. "*Pro Rata*" means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

124. "*Professional*" means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date pursuant to sections 328, 330, and 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(3)-(4) of the Bankruptcy Code.

125. "*Professional Fee Claim*" means any Administrative Claim for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Effective Date to the extent such fees and expenses are allocable to DISH Wireless Debtors and have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

126. "*Proof of Claim*" means a proof of Claim Filed against any of the DISH Wireless Debtors in the Chapter 11 Cases.

127. "*Quick Pay Allowed Amount*" means, for each Secured Type A Claim or FCC Trust-Eligible Claim, the product of the Debtors' Estimated Allowed Claim Amount and the applicable Quick Pay Payment Percentage, in each case as set forth on the Quick Pay Schedules.

128. "*Quick Pay Election*" means the irrevocable election by a Holder of a Secured Type A Claim in Class 2D or an FCC Trust-Eligible Claim in Class 2E, made on a voluntary basis in accordance with Article III.B.4 and Article III.B.5, as applicable, and Article IV.C.5 of this Plan, to have such Holder's Claim settled and Allowed at the applicable Quick Pay Payment Percentage in the amount set forth on the Quick Pay Schedule, in each case in lieu of (a) with respect to a Holder of a Secured Type A Claim in Class 2D, the default process by which such Holder may recover from the Type A Claims Reserve in accordance with the provisions of the Plan and the FCC Trust Documents that govern Allowed Secured Type A Claims that do not make such irrevocable and voluntary election and (b) with respect to a Holder of an FCC Trust-Eligible Claim in Class 2E, (i) any recovery from the DISH Wireless Distributable Value and the Litigation Proceeds, (ii) the FCC Trust Election, or (iii) the Type A Convenience Claim Election.

129. "*Quick Pay Election Form*" means the form, substantially in the form included in the Solicitation Materials, by which a Holder of a Secured Type A Claim in Class 2D may make the Quick Pay Election.

130. "*Quick Pay Payment Percentage*" means (a) with respect to a Secured Type A Claim in Class 2D, seventy percent (70%) and (b) with respect to a DISH Wireless General Unsecured Claim in Class 2E, sixty percent (60%).

131. "*Quick Pay Schedules*" means the schedules appended to this Plan as **Exhibit B** and **Exhibit C**, which set forth the Debtors' Estimated Allowed Claim Amount and the Quick Pay Allowed Amount for each Secured Type A Claim in Class 2D and each FCC Trust-Eligible Claim in Class 2E, respectively; provided, that the Debtors' Estimated Allowed Claim Amount is provided on the Quick Pay Schedule solely for purposes of calculating the Quick Pay Allowed Amount and shall not otherwise constitute an admission, stipulation, or agreement by the DISH Wireless Debtors as to the validity, amount, characterization, or priority of any Claim or a waiver of any objection, defense, or Cause of Action of the DISH Wireless Debtors with respect to any Claim not resolved by a valid Quick Pay Election.

132. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means, with respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired in accordance with section 1124 of the Bankruptcy Code.

133. "*Rejected Contracts and Leases*" means those Executory Contracts and Unexpired Leases of the DISH Wireless Debtors that shall be rejected by the DISH Wireless Debtors, including each Executory Contract and Unexpired Lease of a DISH Wireless Debtor deemed rejected under Article V.A.

134. "*Rejection Procedures Order*" means the *Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and Abandon Estate Property and (II) Granting Related Relief* [Dkt. No. 294], as may be amended, supplemented, or modified from time to time.

135. "*Related Parties*" means, with respect to an Entity, in each case solely in its capacity as such, such Entity's current and former Affiliates, and such Entity's and its current and former Affiliates' current and former directors, managers, officers, members, equity holders (including preferred equity holders and regardless of whether such interests are held directly or indirectly), interest holders, predecessors, participants, successors, trustees, and assigns, subsidiaries, affiliates, managed accounts or funds, and each of their respective current and former equity holders (including preferred equity holders), officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, Representatives, trustees, and other professionals.

136. "*Related Party Retained Causes of Action*" means any and all Causes of Action of the DISH Wireless Debtors or the DISH Wireless Estates against any of the DISH Wireless Debtors' Affiliates, Representatives, agents, members, principals, equity holders, officers, directors, or employees, including Avoidance Actions against the foregoing persons or entities. Related Party Retained Causes of Action include Causes of Action identified on the Schedule of Related Party Retained Causes of Action.

137. "*Release Opt In Form*" means the form, substantially in the form attached to the Solicitation Materials (or otherwise approved by the Bankruptcy Court), by which a Holder of a Claim or Interest may affirmatively opt in to the Third-Party Release.

138. "*Released Parties*" means, collectively, each of the following, in each case solely in its, his, her, or their respective capacities as such: (a) each DISH Wireless Debtor; (b) each Post-Effective Date DISH Wireless Debtor; (c) each Professional; (d) each Consenting Creditor; (e) each Releasing Party; and (f) each Related Party of each Person or Entity in the foregoing clauses (a) through (e); provided, however, that, in each case, an Entity shall not be a Released Party if it: (x) is entitled to elect whether to opt in to the Third-Party Release and elects not to opt in to the Third-Party Release; or (y) timely objects to the Third-Party Release and such objection is not withdrawn or otherwise resolved before entry of the Confirmation Order. For the avoidance of doubt and notwithstanding anything in this Plan to the contrary, no Entity that is not a Releasing Party shall be a Released Party.

139. "*Releasing Parties*" means, collectively, each of the following, in each case solely in its, his, her, or their respective capacities as such: (a) each Entity in clause (a) through (e) of the definition of Released Parties; (b) all Holders of Claims or Interests; and (c) each Related Party of each Entity in the foregoing clauses (a) or (b); provided, however, that, in each case, an Entity shall not be a Releasing Party if it: (x) is entitled to elect whether to opt in to the Third-Party Release and elects not to opt in to the Third-Party Release; (y) timely objects to the Third-Party Release and such objection is not withdrawn or otherwise resolved before entry of the Confirmation Order; or (z) is an HSSC Entity.

140. "*Reorganized DBS Debtor*" means each DBS Debtor, or any successor(s) or assign(s) thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, trust, or other form, as the case may be, on and after the Effective Date. "Reorganized DBS Debtors" means all of the Reorganized DBS Debtors, collectively.

141. "*Representatives*" means, with respect to an Entity, such Entity's current and former (a) officers, (b) directors, (c) managers, (d) principals, (e) members, (f) employees, (g) agents, (h) advisory board members, (i) financial advisors, (j) partners, (k) attorneys, (l) accountants, (m) investment bankers, (n) consultants, and (o) other professionals, each in their capacity as such.

142. "*Required Consenting Creditors*" has the meaning set forth in the Restructuring Support Agreement.

143. "*Restructuring Support Agreement*" means that certain Restructuring Support Agreement, dated as of March 19, 2026, by and among the Company Parties, EchoStar, DNC, the Release Parties (as defined therein), and the Consenting Creditors, including the Term Sheet and all other exhibits and attachments thereto, as may be amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof, which is attached to the Disclosure Statement as Exhibit B.

144. "*Restructuring Transactions*" means the transactions described in Article IV.

145. *"Retained Causes of Action*" means (a) the Related Party Retained Causes of Action and (b) the Other Retained Causes of Action.

146. "*Sale*" means one or more transactions pursuant to which any of the DISH Wireless Debtors sells, transfers, conveys, leases, licenses, or otherwise disposes of any assets, rights, or interests, in each case as such transaction or transactions shall have been approved by the Bankruptcy Court (to the extent required) or otherwise consummated in accordance with the Plan.

147. "*Sale Order*" means one or more orders of the Bankruptcy Court approving one or more Sales.

148. "*Sale Documents*" means all motions, filings, documents, agreements, and related documents pursuant to which the DISH Wireless Debtors consummate a Sale approved by the Bankruptcy Court, including any purchase agreements, any Sale Order, and the Bidding Procedures.

149. "*Schedule of Rejected Contracts and Leases*" means any schedule of Executory Contracts and Unexpired Leases to be rejected by the DISH Wireless Debtors pursuant to this Plan, filed as part of the Plan Supplement, as may be amended, supplemented, or modified by the DISH Wireless Debtors at any time prior to the Confirmation Date without order of the Bankruptcy Court, or after the Confirmation Date to the extent agreed with the relevant counterparties and upon entry of an order of the Bankruptcy Court. For the avoidance of doubt, the Schedule of Rejected Contracts and Leases shall only identify Executory Contracts and Unexpired Leases that have not previously been rejected pursuant to a Final Order, including pursuant to the Rejection Procedures Order or a notice filed thereunder, and the inclusion or omission of any Executory Contract or Unexpired Lease on or from the Schedule of Rejected Contracts and Leases shall not affect the treatment of any Executory Contract or Unexpired Lease that has previously been addressed by a Final Order or pursuant to the Rejection Procedures Order.

150. "*Schedule of Related Party Retained Causes of Action*" means the schedule identifying the Related Party Retained Causes of Action, filed as part of the Plan Supplement, as may be amended, supplemented, or modified by the DISH Wireless Debtors in accordance with the terms of this Plan.

151. "*Schedules*" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs to be Filed by the DISH Wireless Debtors pursuant to section 521 of the Bankruptcy Code, including any amendments or supplements thereto.

152. "*Secured*" means, when referring to a Claim, a Claim that is: (a) secured by a Lien on property in which a DISH Wireless Estate has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code; or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code to the extent of the value of such right of setoff.

153. "*Secured Party*" means (a) prior to the Effective Date, DWLLC and (b) on and after the Effective Date, Post-Effective Date DWLLC, in each case in its capacity as a secured party under the FCC Trust Collateral Documents.

154. "*Secured Tax Claim*" means any Secured Claim against any of the DISH Wireless Debtors that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

155. "*Secured Type A Claim*" means a Claim against DISH Wireless L.L.C. or any other DISH Wireless Debtor in an amount equal to or less than $100,000.00 that is asserted to be a Covered Claim entitled, upon an eligibility determination by the Trustee in accordance with the FCC Trust Documents, to receive a distribution from the Type A Claims Reserve pursuant to the FCC Trust Documents; provided, that the DISH Wireless Debtors intend the $100,000.00 threshold for each such Claim to be determined without regard to interest, if any, to which the Bankruptcy Court may determine the Holder of a Type A Convenience Claim is entitled; provided further, that such a Claim in an amount greater than $100,000.00 shall be treated as a Secured Type A Claim to the extent the Holder thereof makes the Type A Convenience Claim Election.

156. "*Securities Act*" means the U.S. Securities Act of 1933, as amended.

157. "*Security*" has the meaning set forth in section 2(a)(1) of the Securities Act.

158. "*Solicitation Materials*" means all documents, forms, and other materials provided in connection with the solicitation of votes on the Plan pursuant to section 1125 and 1126 of the Bankruptcy Code, which shall be in all respects consistent with the Restructuring Support Agreement and in form and substance reasonably acceptable to the Required Consenting Creditors.

159. "*Special Committee*" means the special committee of the board of managers of DWLLC, composed of the Independent Managers.

160. "*Special Governance Committee*" means the committee established pursuant to this Plan and the Confirmation Order, consisting of three (3) individuals, which shall have the powers and authorities set forth in Article IV.O and Article IV.P of this Plan. The Plan Supplement shall contain the identities of the initial members and the agreement(s), bylaws or other document(s) governing the rights, duties and obligations of the Special Governance Committee.

161. "*Subsequent Distribution Date*" means any date following the Initial Distribution Date on which the Disbursing Agent in its reasonable discretion elects to make distributions to Holders of Allowed Claims pursuant to this Plan.

162. "*Term Sheet*" means that certain Refinancing Term Sheet, dated as of March 19, 2026, attached as Exhibit B to the Restructuring Support Agreement, as may be amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms of the Restructuring Support Agreement.

163. "*Third-Party Release*" means the releases given by the Releasing Parties to the Released Parties in Article VIII.F.

164. "*Trustee*" means The Bank of New York Mellon, solely in its capacity as trustee of the FCC Trust, together with its successors in such capacity.

165. "*Type A Claims Reserve*" means the segregated deposit account of the FCC Trust established and maintained by the Trustee pursuant to the FCC Trust Documents into which an amount equal to $200,000,000 was deposited on the AT&T Closing Date, and which the Trustee shall maintain as a reserve under the FCC Trust Documents in an amount sufficient to satisfy in full Type A Claims the Trustee estimates may become eligible for distribution from the FCC Trust and the FCC Trust's initial expenses, in each case in accordance with the FCC Trust Documents.

166. "*Type A Convenience Claim*" means a DISH Wireless General Unsecured Claim in an amount greater than $100,000.00 that the Holder thereof has irrevocably elected, pursuant to and in accordance with the election procedures set forth in the Solicitation Materials and on the applicable ballot, to reduce to $100,000.00 and have treated as a Secured Type A Claim.

167. "*Type A Convenience Claim Election*" means the irrevocable election by a Holder of a DISH Wireless General Unsecured Claim, pursuant to and in accordance with the election procedures set forth in the Solicitation Materials and on the applicable ballot, to have such Claim treated as a Type A Convenience Claim, as a result of which: (a) the Type A Convenience Claim shall be treated in all respects as a Secured Type A Claim under the Plan entitled, subject to the Trustee's determination of eligibility, to receive a distribution from the Type A Claims Reserve under the FCC Trust Documents; and (b) the Holder shall agree to waive and release any right to assert, recover, or receive any distribution on account of the portion of such Claim in excess of $100,000.00 from any EchoStar Party, including the Debtors, the Reorganized DBS Debtors, the Post-Effective Date DISH Wireless Debtors, and the DISH Wireless Estates, and the FCC Trust, if the Trustee determines such Claim to be eligible for a distribution under the FCC Trust; provided, however, that, as set forth in the form of release agreement promulgated by the FCC Trust, if and to the extent that such Holder's Claim is finally determined not to be eligible to receive a distribution from the FCC Trust (including, if applicable, following (i) the Holder's timely filing of a reconsideration request with respect to the Trustee's denial of its Claim in accordance with the FCC Trust Documents and the denial of such reconsideration request or (ii) a final, non-appealable determination by a court of competent jurisdiction before which the Holder has sought relief with respect to such denial in accordance with the FCC Trust Documents), then such Holder shall be solely entitled to receive its Pro Rata share of the DISH Wireless Distributable Value in accordance with the Plan without reduction of such Holder's Allowed DISH Wireless General Unsecured Claim to $100,000.00.

168. "*Undeliverable Distribution*" means any distribution under the Plan on account of an Allowed Claim or Allowed Interest to a Holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the DISH Wireless Debtors of an intent to accept a particular distribution; (c) responded to the DISH Wireless Debtors' requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

169. "*Unexpired Lease*" means a lease of nonresidential real property to which one or more of the DISH Wireless Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

170. "*Unimpaired*" means a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

171. "*U.S. Trustee*" means the Office of the United States Trustee for Region 7.

172. "*U.S. Trustee Fees*" means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

173. "*Voting Deadline*" means with respect to all Holders of Claims entitled to vote on this Plan, the date set forth in the Solicitation Materials.

174. "*Voting Report*" means the report certifying the methodology for the tabulation of votes and results of voting under the Plan, prepared and filed by the Claims and Noticing Agent.

175. "*Wind Down*" means the process of winding down the DISH Wireless Debtors' remaining assets, affairs, and operations following the Effective Date, including collecting and monetizing any remaining assets of the DISH Wireless Debtors' Estates, paying or otherwise resolving all remaining claims and obligations, and taking all actions necessary or appropriate to complete the administration of the DISH Wireless Debtors' Estates.

176. "*Wind Down Amount*" means Cash in an amount sufficient to fund all estimated fees, costs, and expenses required to administer and complete the Wind Down of the DISH Wireless Debtors' Estates on and after the Effective Date, which amount shall be determined by the DISH Wireless Debtors in good faith prior to the Confirmation Date in consultation with the Committee. For the avoidance of doubt, the Wind Down Amount is separate from any funding of the Special Governance Committee, which shall be disclosed in the Plan Supplement.

177. "*Wind Down Debtor Account*" means the bank account or accounts of the Post-Effective Date DISH Wireless Debtors used to fund all fees, expenses, and payments required to be made by the Post-Effective Date DISH Wireless Debtors in connection with the Wind Down of the DISH Wireless Debtors' Estates, which shall be funded on or prior to the Effective Date with Cash equal to the Wind Down Amount.

B. Rules of Interpretation.

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (4) unless otherwise specified, all references herein to "Articles" and "Sections" are references to Articles and Sections, respectively, hereof or hereto; (5) the words "herein," "hereof," and "hereto" refer to this Plan in its entirety rather than to any particular portion of the Plan; (6) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (7) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (8) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning

assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (9) references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (10) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (11) any immaterial effectuating provisions may be interpreted by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors in such a manner that is consistent with the overall purpose and intent of the Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; provided that no effectuating provision shall be immaterial or deemed immaterial if it has any substantive legal or economic effect on any party; (12) on and after the Effective Date, all references to the DISH Wireless Debtors in this Plan shall be deemed references to the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable; (13) with respect to any provision in this Plan providing for any payment, distribution or treatment to be made subject to the election, option, discretion or agreement of any DISH Wireless Debtor or Post-Effective Date DISH Wireless Debtor, as applicable, such election, option, discretion or agreement shall be subject to any consent rights set forth in this Plan and to the extent applicable, the Restructuring Support Agreement; and (14) each reference to one or more DISH Wireless Debtors or Post-Effective Date DISH Wireless Debtors means the applicable DISH Wireless Debtor, DISH Wireless Debtors, or Post-Effective Date DISH Wireless Debtors, as the context requires.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

D. Governing Law.

Except to the extent that a federal law or rule of procedure of the United States applies (including the Bankruptcy Code and the Bankruptcy Rules), and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to conflict of laws principles.

E. Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States, unless otherwise expressly provided.

F. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. Except with respect to Article IX, which shall control in all instances, in the event of an inconsistency between the Plan (excluding the Plan Supplement) and

the Plan Supplement, the Plan Supplement shall control. The provisions of the Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; provided, that if there is determined to be any inconsistency between any Plan provision and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern and any such provision of the Confirmation Order shall be deemed a modification to this Plan. Notwithstanding anything to the contrary in this Article I.F or elsewhere in this Plan, in the event of any inconsistency between the Plan or the Confirmation Order, on the one hand, and the FCC Trust Documents, on the other hand, the FCC Trust Documents shall control with respect to all matters relating to FCC Trust Assets, FCC Trust administration, Covered Claims, and distributions from the FCC Trust (including from the Type A Claims Reserve).

G. Consultation, Notice, Information, and Consent Rights.

Notwithstanding anything herein to the contrary, all consultation, information, notice, and consent rights of the parties to the Restructuring Support Agreement, as applicable, and as respectively set forth therein, including with respect to the form and substance of each Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A) and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms.

ARTICLE II.
ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, AND PRIORITY TAX CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in Article III.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim against the DISH Wireless Debtors, on the one hand, and the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, or such Holder has been paid by the DISH Wireless Debtors on account of such Allowed Administrative Claim prior to the Effective Date, each Holder of such Claim (other than Holders of Professional Fee Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) shall receive, in full and final satisfaction of such Claim, an amount of Cash equal to the amount of such Claim in accordance with the following: (1) if an Administrative Claim is Allowed against any DISH Wireless Debtor on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim against any DISH Wireless Debtor is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim against any DISH

Wireless Debtor is based on liabilities incurred by the DISH Wireless Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the contract or transaction giving rise to such Allowed Administrative Claim without any further action by the Holder of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

Except as otherwise provided in this Article II of the Plan or in an order of the Bankruptcy Court, requests for payment of Administrative Claims against the DISH Wireless Debtors must be Filed with the Bankruptcy Court and served on the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, by the DISH Wireless Administrative Claims Bar Date. **Any Holder of an Administrative Claim against the DISH Wireless Debtors that is required to, but does not, File and serve a request for payment of such Administrative Claim by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claim against the DISH Wireless Debtors, the DISH Wireless Estates, or their property, and such Administrative Claim shall be deemed discharged as of the Effective Date without the need for any objection by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity**. Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the DISH Wireless Debtors and the requesting party by the DISH Wireless Administrative Claims Objection Deadline. Notwithstanding the foregoing, no request for payment of an Administrative Claim against any DISH Wireless Debtor need be Filed with the Bankruptcy Court with respect to an Administrative Claim previously Allowed.

B. Professional Compensation.

1. **Final Fee Applications and Payment of Professional Fee Claims.**

All final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Confirmation Date shall be Filed no later than forty-five (45) days after the Effective Date. All such final requests will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and orders of the Bankruptcy Court. Any objections to a Professional Fee Claim shall be Filed and served no later than twenty-one (21) days after the Filing of the final request for payment of such Professional Fee Claim.

Each Professional seeking allowance of a Professional Fee Claim shall, to the extent reasonably practicable, identify in its final fee application the portion of its Professional Fee Claim allocable to the DBS Debtors and the portion allocable to the DISH Wireless Debtors. To the extent any Professional Fee Claim is not so allocated between Debtors, the Debtors, the Reorganized DBS Debtors, or the Post-Effective Date DISH Wireless Debtors shall allocate such Professional Fee Claim between the applicable Estates in good faith and in their reasonable discretion, after consultation with the Committee and the applicable Professional, and such allocation shall control absent further order of the Bankruptcy Court.

The portion of each Allowed Professional Fee Claim allocable to the DISH Wireless Debtors shall be paid by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, to the extent previously unpaid, as soon as reasonably practicable after such Allowed Professional Fee Claim is Allowed by Final Order.

2. **Estimation of Fees and Expenses.**

Each Professional shall reasonably estimate its unpaid Professional Fee Claims and any other unpaid fees and expenses incurred before and as of the Confirmation Date that are allocable to the DISH Wireless Debtors and shall deliver such estimate to the DISH Wireless Debtors and the Committee within five (5) Business Days after the Confirmation Date; provided, however, that such estimate shall not constitute an admission or agreement with respect to the fees and expenses of such Professional, and neither the Professionals nor the DISH Wireless Debtors shall be bound by such estimates for any purpose.

If a Professional does not timely provide such estimate, or does not provide such allocation, or such allocation is incomplete, the DISH Wireless Debtors, after consultation with the Committee and the applicable Professional, may estimate and allocate such unpaid and unbilled fees and expenses in good faith and in their reasonable discretion.

3. **Post-Confirmation Fees and Expenses.**

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by any Professional after the Confirmation Date in connection with the implementation and Consummation of the Plan that are allocable to the DISH Wireless Debtors.

On and after the Confirmation Date, unless otherwise ordered by the Bankruptcy Court, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after the Confirmation Date shall terminate, and the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall compensate Professionals in the ordinary course of business without further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that if there is any dispute with respect to the payment of any Professionals with respect to fees and expenses such dispute shall be resolved by the Bankruptcy Court.

4. **Substantial Contribution.**

Except as otherwise specifically provided in this Plan or ordered by the Bankruptcy Court, any Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases of the DISH Wireless Debtors pursuant to sections 503(b)(3), (4), or (5) of the Bankruptcy Code shall File an application for the allowance of such compensation or reimbursement and serve such application on counsel for the DISH Wireless Debtors, counsel for the Committee, and such other parties as required by the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court, no later than thirty (30) days after the Effective Date.

Any amount Allowed by the Bankruptcy Court on account of a substantial contribution claim with respect to the DISH Wireless' Chapter 11 Cases shall be payable by the DISH Wireless Debtors. For the avoidance of doubt, the DWLLC Claims Trust Trustee Fees and Expenses shall be paid in accordance with any applicable DWLLC Claims Trust Agreement and shall not be subject to any requirement of allowance as administrative expense claim under section 503 of the Bankruptcy Code.

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim and the DISH Wireless Debtors agree to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, and in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, each Holder of an Allowed Priority Tax Claim shall receive, at the option of the DISH Wireless Debtors, (a) payment in full in Cash on the later of the Effective Date and the date on which such Priority Tax Claim becomes Allowed, or as soon as reasonably practicable thereafter, (b) Reinstatement of such Allowed Priority Tax Claim, or (c) such other treatment in accordance with section 1129(a)(9)(C) of the Bankruptcy Code and reasonably acceptable to the Required Consenting Creditors. To the extent an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall be treated as a Secured Tax Claim (and, to the extent not paid in full, as an Other Secured Claim) in accordance with the Plan. Upon payment in full of an Allowed Priority Tax Claim to the extent required by the Plan (or upon such other treatment agreed by the Holder and the DISH Wireless Debtors consistent with the Plan), any Lien securing such Claim shall be deemed released, terminated, and extinguished, without further notice to or order of the Bankruptcy Court, and without any further act or action under applicable law.

D. U.S. Trustee.

The DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall timely pay all applicable U.S. Trustee Fees for each quarter under 28 U.S.C. § 1930(a)(6), until the entry of an order dismissing or closing the applicable Chapter 11 Case, or converting such Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code. Following Confirmation and until all of the DISH Wireless Debtors' Chapter 11 Cases are closed, dismissed, or converted, the DISH Wireless Debtors shall file with the Bankruptcy Court such post-confirmation reports as may be required by the Bankruptcy Court and the U.S. Trustee.

E. DWLLC Claims Trust Trustee Fees and Expenses.

All reasonable and documented fees, expenses, costs, disbursements, indemnities, and other amounts incurred by the trustee of the DWLLC Claims Trust, including the reasonable and documented fees and expenses of its professionals, in each case to the extent not previously paid, shall be paid in full in Cash by the Debtors, as applicable, on the Effective Date, without the need for the trustee of the DWLLC Claims Trust to file a Proof of Claim, Administrative Claim request, fee application, or other request for allowance, and without Bankruptcy Court review or approval.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

This Plan constitutes a separate Plan proposed by each DISH Wireless Debtor. Except for the Claims addressed in Article II, all Claims and Interests against the DISH Wireless Debtors are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code, the DISH Wireless Debtors have not classified Administrative Claims, Priority Tax Claims, and Professional Fee Claims, as described in Article II.

1. Classes of Claims Against and Interests in the DISH Wireless Debtors.

The classification of Claims against and Interests in the DISH Wireless Debtors pursuant to this Plan is as follows:

Class	Claims and Interests	Status	Entitled to Vote
2A	Other Secured Claims	Unimpaired	No (Presumed to Accept)
2B	Other Priority Claims	Unimpaired	No (Presumed to Accept)
2C	Prepetition Secured Loan Claims	Unimpaired	No (Presumed to Accept)
2D	Secured Type A Claims	Unimpaired	No (Presumed to Accept)
2E	DISH Wireless General Unsecured Claims	Impaired	Entitled to Vote
2G	DISH Wireless Intercompany Claims	Unimpaired / Impaired	No (Presumed to Accept or Deemed to Reject)
2H	Interests in DISH Wireless Debtors	Unimpaired / Impaired	No (Presumed to Accept or Deemed to Reject)

B. Treatment of Claims Against and Interests in the DISH Wireless Debtors.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, on the one hand, and the Holder of such Allowed Claim or Allowed Interest, on the other hand, as applicable. Unless otherwise indicated herein, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the later of the Effective Date and the date on which such Claim or Interest is Allowed or, in either case, as soon

as reasonably practicable thereafter (or, if payment of such Allowed Claim is not then due, in accordance with the terms governing such Allowed Claim).

1. **Class 2A – Other Secured Claims.**

(a) *Classification*: Class 2A consists of Other Secured Claims against the DISH Wireless Debtors.

(b) *Treatment*: The legal, equitable, and contractual rights of Holders of Allowed Other Secured Claims are unaltered by this Plan. Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Other Secured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, at the option of the DISH Wireless Debtors (with the consent of the Consenting Creditors) or the Post-Effective Date DISH Wireless Debtors, such Holder shall receive (A) payment in full in Cash, payable on or as soon as reasonably practicable after the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, or (B) such other treatment that renders such Holder's Allowed Other Secured Claim Unimpaired.

(c) *Impairment and Voting*: Class 2A is Unimpaired, and each Holder of an Other Secured Claim is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Other Secured Claims. Each Holder of an Other Secured Claim shall be provided a Release Opt In Form solely for the purpose of enabling such Holder of an Other Secured Claim to affirmatively opt in to the Third-Party Release**.**

2. **Class 2B – Other Priority Claims.**

(a) *Classification*: Class 2B consists of Other Priority Claims against the DISH Wireless Debtors.

(b) *Treatment*: The legal, equitable, and contractual rights of Holders of Allowed Other Priority Claims are unaltered by this Plan. Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Other Priority Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, at the option of the DISH Wireless Debtors (with the consent of the Consenting Creditors) or the Post-Effective Date DISH Wireless Debtors, such Holder shall receive (A) payment in full in Cash, payable on or as soon as reasonably practicable after the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, or (B) treatment that is

otherwise consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on or as soon as reasonably practicable after the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim.

(c) *Impairment and Voting*: Class 2B is Unimpaired, and each Holder of an Other Priority Claim is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Priority Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Other Priority Claims. Each Holder of an Other Priority Claim shall be provided a Release Opt In Form solely for the purpose of enabling such Holder of an Other Priority Claim to affirmatively opt in to the Third-Party Release.

3. **Class 2C – Prepetition Secured Loan Claims.**

(a) *Classification*: Class 2C consists of Prepetition Secured Loan Claims against the DISH Wireless Debtors.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Prepetition Secured Loan Claim agrees to less favorable treatment of its Allowed Prepetition Secured Loan Claim, solely to the extent such Allowed Prepetition Secured Loan Claim shall not have been paid in full in Cash upon the closing of the Sale, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Prepetition Secured Loan Claim, such Holder shall receive payment in full in Cash on or as soon as reasonably practicable after the Effective Date.

(c) *Impairment and Voting*: Class 2C is Unimpaired, and each Holder of an Allowed Prepetition Secured Loan Claim is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Prepetition Secured Loan Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Prepetition Secured Loan Claims. Each Holder of a Prepetition Secured Loan Claim shall be provided a Release Opt In Form solely for the purpose of enabling such Holder of a Prepetition Secured Loan Claim to affirmatively opt in to the Third-Party Release.

4. **Class 2D – Secured Type A Claims.**

(a) *Classification*: Class 2D consists of Secured Type A Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Secured Type A Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed

Secured Type A Claim, each Holder of an Allowed Secured Type A Claim shall receive:

(i) payment of such Allowed Claim in full in Cash solely from distributions made from the Type A Claims Reserve pursuant to the FCC Trust Documents; provided that any distribution that, as applicable, DWLLC or Post-Effective Date DWLLC receives from the FCC Trust on account of such Allowed Secured Type A Claim and pays or transfers to the applicable Holder in accordance with the FCC Trust Documents shall be subject to entry of the FCC Trust Distributions Order. For the avoidance of doubt, pursuant to the FCC Trust Security Agreement, distributions made from the Type A Claims Reserve constitute distributions from DWLLC's Estate which shall be made in the manner provided in the FCC Trust Documents—either (A) directly by the Trustee to the applicable Holder or (B) by the Trustee to the applicable Holder through DWLLC or Post-Effective Date DWLLC, as the Secured Party; or

(ii) on a voluntary basis, in lieu of the treatment set forth in the foregoing subclause (i), payment of the Quick Pay Allowed Amount applicable to such Holder as set forth on the Quick Pay Schedule appended to this Plan as **Exhibit B**, which each Holder may elect to receive from the Type A Claims Reserve by making the Quick Pay Election in accordance with Article IV.C.5.

(c) *Impairment and Voting*: Class 2D is Unimpaired, and each Holder of a Secured Type A Claim is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Secured Type A Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Claims. Each Holder of a Secured Type A Claim shall be provided a Release Opt In Form solely for the purpose of enabling such Holder to affirmatively opt in to the Third-Party Release and a Quick Pay Election Form solely for the purpose of enabling such Holder to make the voluntary Quick Pay Election in accordance with Article IV.C.5.

5. **Class 2E – DISH Wireless General Unsecured Claims.**

(a) *Classification*: Class 2E consists of DISH Wireless General Unsecured Claims.

(b) *Treatment*:

Except to the extent a Holder of an Allowed DISH Wireless General Unsecured Claim agrees to less favorable treatment:

(i) on or as soon as reasonably practicable after the later of the Effective Date and the date on which a DISH Wireless General Unsecured

Claim becomes an Allowed DISH Wireless General Unsecured Claim, each Holder of an Allowed DISH Wireless General Unsecured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Allowed DISH Wireless General Unsecured Claim, its Pro Rata share of (A) the DISH Wireless Distributable Value and (B) the Litigation Proceeds; provided that any Allowed Other Class 2E Claim held by the DWLLC Claims Trust for the ratable benefit of DWLLC Claims Trust Beneficiaries shall be subject to the waterfall set forth in Article VI.E, in accordance with the Restructuring Support Agreement; or

(ii) on a voluntary basis, in lieu of the treatment set forth in the foregoing subclause (i) and the optional FCC Trust Election or Type A Convenience Claim Election, any Holder of an FCC Trust-Eligible Claim that votes to accept the Plan may elect to receive from the FCC Trust, in full and final satisfaction, settlement, release, and discharge of and in exchange for such FCC Trust-Eligible Claim, the Quick Pay Allowed Amount applicable to such Holder as set forth on the Quick Pay Schedule appended to this Plan as **Exhibit C** in accordance with Article IV.C.5.

(c) *FCC Trust Election*: Each Holder of an Allowed FCC Trust-Eligible Claim that asserts such Claim is a Covered Claim may, in lieu of the treatment set forth in the foregoing clause (b), (i) make the FCC Trust Election, subject in all respects to the FCC Trust Third-Party Payment Provisions and the form of release agreement promulgated by the FCC Trust, or (ii) if the amount of such Claim exceeds $100,000.00, shall be entitled to elect to have such Claim treated as a Secured Type A Claim in Class 2D by making the Type A Convenience Claim Election on such Holder's ballot on or before the Voting Deadline; provided that, for the avoidance of doubt, no such Holder shall be permitted to make both the FCC Trust Election on account of such Claim in an amount that exceeds $100,000.00, on the one hand, and a Type A Convenience Claim Election with respect to the same Claim as reduced to $100,000.00, on the other hand; provided further that, if and to the extent that a Holder of an Allowed FCC Trust-Eligible Claim that makes the FCC Trust Election is finally determined not to be eligible to receive a distribution from the FCC Trust on such Claim (including, if applicable, following (A) the Holder's timely filing of a reconsideration request with respect to the Trustee's denial of its Claim in accordance with the FCC Trust Documents and the denial of such reconsideration request or (B) a final, non-appealable determination by a court of competent jurisdiction before which the Holder has sought relief with respect to such denial in accordance with the FCC Trust Documents), then, such Claim shall be entitled to receive its Pro Rata share of the DISH Wireless Distributable Value and the Litigation Proceeds in accordance with the Plan. No Holder of an Other Class 2E Claim shall be eligible to make the FCC Trust Election.

(d) *Preservation of Rights for Non-Electing Holders*. For the avoidance of doubt, any Holder of a DISH Wireless General Unsecured Claim in Class 2E that does not make the FCC Trust Election and does not make the Quick Pay Election shall receive the treatment set forth in Article III.B.5(b)(i) and shall retain, and nothing in this Plan shall be deemed to waive, release, discharge, impair, or otherwise adversely affect, all of such Holder's rights, Claims, defenses, and arguments with respect to such Claim, including as to its amount, validity, priority, or characterization. Correspondingly, the DISH Wireless Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors likewise retain, and nothing in this Plan shall be deemed to waive, release, discharge, impair, or otherwise adversely affect, all of their respective rights, Claims, defenses, and arguments with respect to any such Claim held by a Holder that does not make the FCC Trust Election or the Quick Pay Election.

(e) *Impairment and Voting*: Class 2E is Impaired, and Holders of DISH Wireless General Unsecured Claims are entitled to vote to accept or reject the Plan; provided, however, that the DWLLC Intercompany Loan Claim shall not be entitled to vote to accept or reject this Plan dated September 12, 2026 unless otherwise agreed pursuant to the terms of a settlement approved by the Bankruptcy Court, in which case the terms of such Bankruptcy Court-approved settlement shall govern. Each Holder of a DISH Wireless General Unsecured Claim shall be provided a Release Opt In Form solely for the purpose of enabling such Holder of a DISH Wireless General Unsecured Claim to affirmatively opt in to the Third-Party Release; provided, however, that in accordance with the Restructuring Support Agreement, each Holder of a DISH Wireless General Unsecured Claim that is a Consenting Creditor shall be deemed to opt in to the Third-Party Release. Each Holder of an FCC Trust-Eligible Claim in Class 2E shall be provided a ballot on which the Holder may make the voluntary Quick Pay Election in accordance with Article IV.C.5.

6. **[Reserved][2]**

7. **Class 2G – DISH Wireless Intercompany Claims.**

(a) *Classification*: Class 2G consists of DISH Wireless Intercompany Claims.

(b) *Treatment*: On or as soon as reasonably practicable after the Effective Date, each DISH Wireless Intercompany Claim shall be: (i) Reinstated or (ii) set off, settled, distributed, contributed, merged, canceled, or released, in each case in the discretion of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors.

[2] The DISH Wireless Debtors have eliminated Class 2F from the Plan because, on the AT&T Closing Date, DNC redeemed the 11.75% Senior Secured Notes due 2027 issued by DNC.

(c) *Impairment and Voting*: Class 2G is either Unimpaired or Impaired, and Holders of DISH Wireless Intercompany Claims are conclusively presumed to have accepted or deemed to have rejected the Plan pursuant to section 1126(f) or section 1126(g) of the Bankruptcy Code, as applicable. Therefore, DISH Wireless Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Claims. Each Holder of a DISH Wireless Intercompany Claim shall be provided a Release Opt In Form solely for the purpose of enabling such Holder of a DISH Wireless Intercompany Claim to affirmatively opt in to the Third-Party Release.

8. **Class 2H – Interests in DISH Wireless Debtors.**

(a) *Classification*: Class 2H consists of Interests in the DISH Wireless Debtors.

(b) *Treatment*: On the Effective Date, each Interest in the DISH Wireless Debtors shall be: (i) Reinstated or (ii) cancelled, released, or otherwise adjusted, in each case in the discretion of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors.

(c) *Impairment and Voting*: Class 2H is either Unimpaired or Impaired, and Holders of Interests in the DISH Wireless Debtors are conclusively presumed to have accepted or deemed to have rejected the Plan pursuant to section 1126(f) or section 1126(g) of the Bankruptcy Code, as applicable. Therefore, Holders of Interests in the DISH Wireless Debtors are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Interests. Each Holder of an Interest in the DISH Wireless Debtors (excluding Debtors that hold Interests in the DISH Wireless Debtors) shall be provided a Release Opt In Form solely for the purpose of enabling such Holder of an Interest in the DISH Wireless Debtors to affirmatively opt in to the Third-Party Release**.**

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in this Plan, nothing under the Plan shall affect, diminish, or impair the rights of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, with respect to any Claim that is Unimpaired under the Plan, including all rights in respect of legal and equitable defenses to, and setoffs or recoupments against, any such Claim. All rights to exercise any and all such rights and to settle any such Claims shall be preserved and shall vest in the Post-Effective Date DISH Wireless Debtors as of the Effective Date.

To the extent that the payment of interest on a Claim is required by applicable law for such Claim to satisfy the requirements of section 1124 of the Bankruptcy Code, the Holder of such Allowed Claim shall receive interest on such Claim at the applicable contractual rate or, if no contractual rate governs, at the Federal Judgment Rate, in each case calculated from the Petition Date through the date on which such Claim is paid in full; provided that nothing in this Plan shall

be construed to require the payment of postpetition interest on any Claim to the extent not required by applicable law to satisfy the requirements of section 1124 of the Bankruptcy Code.

D. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Voting Classes; Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims in such Class.

F. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

The acceptance of the Plan by at least one Impaired Class of Claims that is entitled to vote on the Plan shall satisfy section 1129(a)(10) of the Bankruptcy Code. The DISH Wireless Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. To the extent applicable, the DISH Wireless Debtors reserve the right to modify the Plan in accordance with Article X to the extent that Confirmation, pursuant to section 1129(b) of the Bankruptcy Code, requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

G. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests.

As discussed further in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, or otherwise resolved pursuant to this Plan. The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the

Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the DISH Wireless Debtors and the DISH Wireless Estates. Distributions made to Holders of Allowed Claims in any Class are intended to be (and shall be) final, except as expressly provided in this Plan.

B. Sources of Plan Consideration.

Subject to the terms of the Plan (including the Restructuring Support Agreement), distributions to Holders of Allowed Claims against the DISH Wireless Debtors in accordance with the treatment of such Claims and subject to the terms provided herein shall be funded from (a) Cash on hand, (b) the DISH Wireless Distributable Value, (c) the Litigation Proceeds, and (d) solely with respect to Holders of Allowed Secured Type A Claims, the Type A Claims Reserve to the extent of DWLLC's perfected prepetition security interest therein.

C. FCC Trust Matters.

As set forth below, any Holder of an Allowed DISH Wireless General Unsecured Claim that such Holder asserts is a Covered Claim may make the FCC Trust Election, subject in all respects to the FCC Trust Third-Party Payment Provisions, and any Holder of a DISH Wireless General Unsecured Claim may make the Type A Convenience Claim Election. As provided in the FCC's May 2026 Order, no such Holder shall be permitted to make more than one Covered Claim Submission, and no Holder of an Allowed DISH Wireless General Unsecured Claim may make both the FCC Trust Election on account of such Claim in an amount that exceeds $100,000.00 and the Type A Convenience Claim Election on account of such Claim in the amount of $100,000.00.

For the avoidance of doubt, (1) if an FCC Trust-Eligible Claim against a DISH Wireless Debtor is Allowed by a Final Order of the Bankruptcy Court, then such Final Order is sufficient for the Holder of such Claim to make a Covered Claim Submission to the FCC Trust and to be eligible to receive a Distribution therefrom in accordance with the FCC Trust Documents, subject in each case to the terms of the FCC Trust Documents and execution of the form of release agreement promulgated by the FCC Trust, and (2) under the FCC's July 2026 Order, no Other Class 2E Claim, including the DWLLC Intercompany Loan Claim, is entitled to recover from the FCC Trust.

Notwithstanding anything to the contrary in this Plan or the Confirmation Order, with respect to any FCC Trust-Eligible Claim in Class 2E for which the Holder thereof has not made the FCC Trust Election and has not made the Quick Pay Election, (a) such Holder retains, and this Plan does not waive, release, discharge, impair, subordinate, or otherwise adversely affect, any of such Holder's rights, Claims, defenses, and arguments with respect to such Claim in all respects, including with respect to the amount, validity, priority, and characterization of such Claim, the potential sources of recovery on account of such Claim, and such Holder's rights against any Person or Entity other than the DISH Wireless Debtors, and (b) the DISH Wireless Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors likewise retain, and this Plan does not waive, release, discharge, impair, or otherwise adversely affect, any of their respective rights, Claims, defenses, and arguments with respect to such Claim in all respects. For the avoidance of doubt, this paragraph applies only to an FCC Trust-Eligible Claim as to which neither the FCC Trust Election nor the Quick Pay Election has been made.

Notwithstanding anything to the contrary in this Plan or the Confirmation Order, except as any EchoStar Party may otherwise agree in writing, under no circumstances shall the Disbursing Agent make a distribution to any Holder of an Allowed FCC Trust-Eligible Claim that has made the FCC Trust Election, except to the extent that such Holder is finally determined not to be eligible to receive a distribution from the FCC Trust on such Claim, including, as applicable, following (i) the Holder's timely filing of a reconsideration request with respect to the Trustee's denial of its Claim in accordance with the FCC Trust Documents and the denial of such reconsideration request, or (ii) a final, non-appealable determination by a court of competent jurisdiction before which the Holder has sought relief with respect to such denial in accordance with the FCC Trust Documents, in which case the Disbursing Agent shall distribute to such Holder its Pro Rata share of the DISH Wireless Distributable Value and the Litigation Proceeds in accordance with the Plan.

1. **Third-Party Payments.**

(a) **Reduction for Third-Party Payments**

Any distribution made under this Plan (or otherwise from a Debtor or its Estate) to the Holder of an Allowed DISH Wireless General Unsecured Claim that makes the FCC Trust Election on account of such Claim is hereby deemed to be a "Third-Party Payment" under the FCC Trust Documents, which Third-Party Payment shall reduce, on a dollar-for-dollar basis, the amount distributable to such Holder from the FCC Trust on account of such Claim in accordance with the FCC Trust Third-Party Payment Provisions.

If the Disbursing Agent receives notice that the FCC Trust has made a distribution to a creditor asserting a Covered Claim, the Disbursing Agent shall reduce, on a dollar-for-dollar basis, any distribution payable under this Plan to such Holder on account of such Claim by the amount of such FCC Trust distribution.

The Disbursing Agent shall provide prompt written notice to the Trustee (with a copy to the relevant Holder) of any Plan distribution made on account of an Allowed DISH Wireless General Unsecured Claim that the Disbursing Agent determines is or has been asserted as a Covered Claim under the FCC Trust Documents, which notice shall be given no later than five (5) Business Days following such distribution. The FCC Trust Documents provide that the Trustee will reduce any distribution made on account of such a Covered Claim from the FCC Trust on account of such Third-Party Payment in accordance with the FCC Trust Third-Party Payment Provisions.

If a Plan distribution and an FCC Trust distribution are made concurrently with respect to the same Claim, the Disbursing Agent and the Trustee shall coordinate in good faith to implement the FCC Trust Third-Party Payment Provisions.

2. **Type A Claims Reserve.**

Pursuant to the FCC Trust Documents, the FCC Trust has been established and is administered by the Trustee in accordance with the FCC Trust Documents. Distributions from the Type A Claims Reserve on account of Allowed Secured Type A Claims constitute Plan distributions from DWLLC's Estate by virtue of DWLLC's perfected security interest in the Type A Claims Reserve pursuant to the FCC Trust Security Agreement. Such distributions on account of Allowed

Secured Type A Claims shall be made solely pursuant to the FCC Trust Documents from the Type A Claims Reserve, including, as applicable, through DWLLC or Post-Effective Date DWLLC, as Secured Party (subject to entry of the FCC Trust Distributions Order) or directly by the FCC Trust, in each case in accordance with the FCC Trust Documents.

No distribution under the Plan by any DISH Wireless Debtor or any Estate shall be permitted, required or otherwise made on account of Allowed Secured Type A Claims unless the FCC Trust Distributions Order shall have been entered, remains in effect, and shall not have been stayed and the Trustee makes a distribution to, as applicable, DWLLC or Post-Effective Date DWLLC, as Secured Party, on account of a Secured Type A Claim (including a Covered Convenience Claim), which DWLLC or Post-Effective Date DWLLC, in turn, distributes, pays or transfers to the applicable creditor in accordance with the FCC Trust Documents. Nothing in this Plan is intended to or shall alter or modify the FCC Trust Documents or the administration of the FCC Trust thereunder.

The Post-Effective Date DISH Wireless Debtors shall not take any action that would impair, challenge, release, or otherwise adversely affect the security interest granted by the Trustee in the Type A Claims Reserve under the FCC Trust Collateral Documents, or the perfection of such security interest pursuant to the FCC Trust Collateral Documents. For the avoidance of doubt, such security interest shall survive the Effective Date and shall not be released, subordinated, primed, impaired, or adversely affected by operation of any provision of this Plan, the Confirmation Order, or any other Definitive Document, no term, condition or provision of which shall or shall be construed to authorize or permit any action inconsistent with, or prohibit or preclude any Person (including the Post-Effective Date DISH Wireless Debtors) from taking or omitting to take any action contemplated by, the FCC Trust Collateral Documents.

3. **Type A Convenience Claim Election.**

The Solicitation Materials specify how a Holder of a DISH Wireless General Unsecured Claim in an amount greater than $100,000.00 can make the Type A Convenience Claim Election. To make a valid Type A Convenience Claim Election, a Holder must complete and submit the appropriate ballot on or prior to the Voting Deadline in accordance with the Solicitation Procedures (or such other date as may be established by order of the Bankruptcy Court) and this Plan. A valid Type A Convenience Claim Election shall constitute the irrevocable agreement of the electing Holder to: (a) reduce the amount of its Covered Claim to $100,000.00 for all purposes under the FCC Trust Documents and this Plan, it being understood and agreed by the DISH Wireless Debtors that the $100,000.00 threshold is intended to be determined without regard to interest, if any, to which the Bankruptcy Court may determine the Holder of a Type A Convenience Claim is entitled; (b) be treated in all respects as a Secured Type A Claim and receive distributions, if any, solely from the Type A Claims Reserve pursuant to the FCC Trust Documents in accordance with Article IV.C.2; and (c) execute a waiver and release with respect to any right to assert, recover, or receive any distribution on account of the portion of such Covered Claim in excess of $100,000.00 against any DISH Wireless Debtor, Post-Effective Date DISH Wireless Debtor, Estate, any other EchoStar Party, or the FCC Trust.

For the avoidance of doubt, a Holder of a DISH Wireless General Unsecured Claim that makes the Type A Convenience Claim Election shall not be treated as a Holder of an Allowed DISH

Wireless General Unsecured Claim in Class 2E for purposes of receiving Plan distributions. Instead, such Claim shall be treated as a Secured Type A Claim that is conclusively presumed to have accepted the Plan and not be entitled to vote to accept or reject this Plan on account of such Secured Type A Claim. Making a Type A Convenience Claim Election shall not affect such Holder's right to affirmatively opt in to the Third-Party Release pursuant to a Release Opt In Form.

4. **Sources of Recovery for DISH Wireless General Unsecured Claims Asserted Against the FCC Trust.**

As set forth in the FCC Trust Documents, subject to the FCC Trust Third-Party Payment Provisions and as set forth in the form of release agreement promulgated by the FCC Trust, a Covered Claim Submission on account of any FCC Trust-Eligible Claim (including Type A Convenience Claims) constitutes a voluntary, irrevocable waiver and release by the relevant creditor of any legal rights it may have against the DISH Wireless Debtors and any other EchoStar Party to otherwise recover on or enforce such Claim, subject to Article VI.E; provided that, if and to the extent that the Holder of an Allowed FCC Trust-Eligible Claim that makes the FCC Trust Election is finally determined not to be eligible to receive a distribution from the FCC Trust on such Claim (including, if applicable, following (i) the Holder's timely filing of a reconsideration request with respect to the Trustee's denial of its Claim in accordance with the FCC Trust Documents and the denial of such reconsideration request or (ii) a final, non-appealable determination by a court of competent jurisdiction before which the Holder has sought relief with respect to such denial in accordance with the FCC Trust Documents), then such Claim shall be entitled to receive its Pro Rata share of the DISH Wireless Distributable Value and the Litigation Proceeds in accordance with the Plan; provided, further, that making a Covered Claim Submission does not and shall not be deemed to adversely impact the jurisdiction of any court of competent jurisdiction or arbitration tribunal to reconsider any eligibility determination by the Trustee in accordance with the FCC Trust Documents. Notwithstanding any provision of this Plan to the contrary, (i) in no event shall the aggregate amount of all distributions received by a Holder on account of such Claim from any source whatsoever—including from the FCC Trust, from the DISH Wireless Distributable Value, from the Litigation Proceeds or any combination thereof—exceed the Allowed amount of such Claim and (ii) nothing in this Plan shall be construed to modify or supersede the FCC Trust Documents.

5. **Quick Pay Election.**

(a) Availability and Voluntary Nature. On the terms set forth in this Article IV.C.5, each Holder of a Secured Type A Claim in Class 2D and each Holder of an FCC Trust-Eligible Claim in Class 2E may, on a voluntary basis, make the Quick Pay Election. No such Holder is required to make the Quick Pay Election, and any such Holder that does not make the Quick Pay Election shall retain all of its rights as set forth in Article IV.C.5(d).

(b) Amount; Election Mechanics. A Holder of a Secured Type A Claim in Class 2D may make the Quick Pay Election by timely submitting a Quick Pay Election Form in accordance with the instructions set forth therein and in the Solicitation Materials. A Holder of an FCC Trust-Eligible Claim in Class 2E may make the Quick Pay Election on its ballot in accordance with the instructions set forth therein and in the Solicitation Materials. **A Holder may make the Quick Pay Election only if such Holder votes to accept the Plan**

(it being understood that Holders of Secured Type A Claims in Class 2D are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and Article III.B.4(c) of this Plan). By making the Quick Pay Election, the Holder is also opting in to the Third Party Releases under Article VIII.F. Any Quick Pay Election made on a ballot that votes to reject the Plan shall be disregarded.

(c) Effect of the Quick Pay Election. Upon the occurrence of the Effective Date, a Holder that has validly accepted the Plan (or is presumed to have accepted the Plan, in the case of Class 2D) and made the Quick Pay Election shall be deemed to have irrevocably agreed that: (i) its Secured Type A Claim or FCC Trust-Eligible Claim, as applicable, shall be settled and automatically Allowed in an amount equal to the applicable Quick Pay Allowed Amount for such Claim as set forth on the Quick Pay Schedule; (ii) such Holder shall take payment on account of its Claim, as so settled and Allowed, solely from the FCC Trust, and shall have no recourse to the DISH Wireless Distributable Value, any other property of the DISH Wireless Debtors or the DISH Wireless Estates, the Post-Effective Date DISH Wireless Debtors, or any other source of recovery on account of such Claim; and (iii) as a condition to receiving a distribution from the FCC Trust, such Holder shall be bound by all terms and conditions of the FCC Trust Documents, including the requirement to grant the releases required under the FCC Trust Documents and the other FCC Trust Third-Party Payment Provisions.

(d) All Rights of Non-Electing Holders Are Retained. Any Holder of a Secured Type A Claim or an FCC Trust-Eligible Claim that does not make the Quick Pay Election retains all of its rights, claims, defenses, and arguments, including with respect to: (i) the amount of its Claim against the DISH Wireless Debtors; (ii) whether such amount is binding for purposes of recovery from the FCC Trust; (iii) the potential sources of recovery on account of such Claim; and (iv) its rights against parties other than the DISH Wireless Debtors, including other EchoStar Parties. The DISH Wireless Debtors, the DISH Wireless Estates, and the other EchoStar Parties likewise retain all of their respective rights, claims, defenses and arguments with respect to the foregoing as to any Claim held by any such Holder that does not make the Quick Pay Election.

(e) Requested FCC Trust Amendment; Timing of Payment. EchoStar and the DISH Wireless Debtors shall jointly request (and shall seek the support of the Committee and its members that hold FCC Trust-Eligible Claims for the request) that the FCC and the Trustee permit the amendment of the FCC Trust to provide that: (i) each Secured Type A Claim in Class 2D and FCC Trust-Eligible Claim in Class 2E for which the Holder thereof has validly made the Quick Pay Election shall be deemed submitted to the FCC Trust as a Covered Claim Submission promptly following the Effective Date without any further action on the part of the Holder; (ii) all such Allowed Claims shall be paid by the FCC Trust within ten (10) calendar days of submission; and (iii) any Class 2D or FCC Trust-Eligible Claim in Class 2E that does not make the Quick Pay Election but is later the subject of a Covered Claim Settlement (as defined in the FCC Trust Agreement) as between the Holder thereof and an EchoStar Party (including any of the DISH Wireless Debtors) shall likewise be paid within ten (10) days of submission of such Covered Claim Settlement to the FCC Trust. The foregoing expedited payment timing is contingent upon, and shall become effective only to the extent of, approval by the FCC and the Trustee of the corresponding

amendments to the FCC Trust Documents. Nothing in this Article IV.C.5(e) shall be construed to modify or supersede the FCC Trust Documents absent such approval, and, unless and until the FCC approves such amendment, distributions on account of Allowed Secured Type A Claims and Allowed FCC Trust-Eligible Claims from the FCC Trust, including Claims resolved through the Quick Pay Election, shall continue to be governed by the FCC Trust Documents as in effect from time to time.

D. Restructuring Transactions.

Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Plan, and any documents in connection therewith and herewith, shall be deemed authorized and approved without any requirement of further act or any actions by the DISH Wireless Debtors or their general partners, managers, members, directors, or other governing bodies, or any other Entity or Person. Upon the entry of the Confirmation Order, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, are authorized (without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation or rule, or the vote, authorization or approval of any Entity) to take all actions as may be necessary or appropriate to effect the Restructuring Transactions and any other transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (1) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, sale, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law; (2) the execution and delivery of such agreements, instruments, and other documents as may be necessary or appropriate to implement any Sale and to distribute the DISH Wireless Distributable Value in accordance with the Plan; (3) taking any action deemed necessary, appropriate or desirable to carry out the provisions of this Plan and the FCC Trust Documents, including with respect to the treatment of Secured Type A Claims; (4) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, interest, right, liability, debt, or obligation on terms consistent with the terms of the Plan; (5) the filing of appropriate certificates or articles of organization, limited partnership, incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (6) the implementation of the waterfall set forth in Article VI.E with respect to distributions on account of Allowed DISH Wireless General Unsecured Claims held by the DWLLC Claims Trust for the ratable benefit of DWLLC Claims Trust Beneficiaries, in accordance with the Restructuring Support Agreement and this Plan; (7) the execution, delivery, filing, recordation, and issuance of any other notes, documents, instruments, or agreements in connection with the Restructuring Transactions; and (8) subject to the occurrence of the Effective Date, the consummation of the remaining transactions contemplated by the Restructuring Support Agreement and the Plan that are to occur on or after the Effective Date.

The Confirmation Order shall and shall be deemed to, pursuant to section 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

The Confirmation Order shall authorize the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, to undertake the Restructuring Transactions, including

those contemplated by the Restructuring Support Agreement and pursuant to sections 363, 365, and 1123 of the Bankruptcy Code.

E. Director, Officer, and Manager Liability Insurance.

After the Effective Date, the Post-Effective Date DISH Wireless Debtors shall not terminate, cancel, impair, or otherwise reduce the coverage under any D&O Policies (including any tail policy) in effect as of the Effective Date or purchased in connection with the Chapter 11 Cases, and all current and former members, managers, directors, officers, employees, and other individuals insured thereunder shall remain entitled to the full benefits of such D&O Policies for the full term of such policies, in each case, in accordance with and subject to the terms, conditions, limitations, and exclusions of such D&O Policies. Nothing in this Plan, any exhibit to this Plan, the Confirmation Order, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the First Day Pleadings, or any order entered related thereto, the Plan Supplement, or any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents, shall alter, amend, modify, or otherwise impair any rights, obligations, or coverage under any D&O Policy.

Notwithstanding anything to the contrary in this Plan, including Article V.A, no D&O Policy shall be deemed rejected, terminated, cancelled, or adversely affected by operation of any provision of the Plan, including the deemed rejection of Executory Contracts and Unexpired Leases of the DISH Wireless Debtors pursuant to Article V.A. To the extent any D&O Policy is deemed an Executory Contract, such D&O Policy shall be deemed assumed by the applicable Post-Effective Date DISH Wireless Debtor as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code, and the Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumption.

F. Cancellation of Notes, Instruments, Certificates, and Other Documents.

On the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests against the DISH Wireless Debtors (and any guarantees or other obligations of a DISH Wireless Debtor thereunder) shall, to the extent relating to Claims or Interests that are satisfied, released, compromised, discharged, cancelled, or otherwise treated under the Plan, be deemed cancelled and of no further force and effect. Holders of or parties to such cancelled instruments, certificates, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to this Plan or a Confirmation Order; provided, however, that the foregoing shall not cancel, impair, or otherwise affect any Claim or Interest that is Reinstated under the Plan. Notwithstanding anything to the contrary herein, the cancellation of any notes, indentures, securities, instruments, certificates, or other documents shall not impair, waive, release, discharge or otherwise affect the rights of any Indenture Trustee or trustee of the DWLLC Claims Trust to payment of fees and expenses, indemnification, reimbursement, priority of payment, charging liens, exculpation, limitation of liability, or any rights or obligations necessary to receive, process, or make distributions under the Plan or to enforce the foregoing rights.

Any such cancelled instrument, agreement or other document that governs the rights of the Holder of a Claim or Interest against the DISH Wireless Debtors shall continue in effect solely for purposes of, as applicable: (a) enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein; and (b) allowing and preserving the rights of any applicable paying agent or trustee, to (i) make distributions in satisfaction of Allowed Claims, (ii) maintain and exercise their respective charging liens, against any such distributions, (iii) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in making such distributions or for any amount and enforcing any obligation owed to the applicable paying agent or trustee under this Plan, (iv) maintain and enforce any right to indemnification, expense reimbursement, contribution, subrogation, any priority of payment or charging liens or any other claim or entitlement, (v) exercise their rights and obligations relating to the interests of their holders, and (vi) appear and be heard in these Chapter 11 Cases.

G. Corporate Existence.

Except as otherwise provided in this Plan or the Plan Supplement, each DISH Wireless Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such DISH Wireless Debtor is incorporated or formed and pursuant to the certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date DISH Wireless Debtors may be amended or modified in accordance with the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-Effective Date DISH Wireless Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. To the extent required by section 1123(a)(6) of the Bankruptcy Code, the organizational documents of each Post-Effective Date DISH Wireless Debtor shall prevent the issuance of non-voting equity securities.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan (including any action to be undertaken by the DISH Wireless Debtors) shall be deemed authorized and approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the DISH Wireless Debtors, or any other Entity or Person, including: (a) the implementation of the Restructuring Transactions; (b) the consummation of any intercompany settlements, setoffs, contributions, cancellations, reinstatements, or other intercompany transactions contemplated by the Plan (including with respect to DISH Wireless Intercompany Claims and Intercompany Interests); (c) the distribution (if any) of the DISH Wireless Distributable Value in accordance with the Plan; (d) the administration of distributions on account

of Allowed Secured Type A Claims in the manner provided in, to the extent applicable, the Plan and the FCC Trust Documents; (e) the adoption, execution, and filing of any organizational documents or amendments thereto of the Post-Effective Date DISH Wireless Debtors, if any, contemplated by the Plan; (f) the selection of the directors and officers (or managers, as applicable) of the Post-Effective Date DISH Wireless Debtors as contemplated by the Plan and disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (g) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases and the payment of any Cure Costs in connection therewith, in each case in accordance with the Plan and any applicable Final Order; and (h) all other acts or actions contemplated by, or reasonably necessary or appropriate to implement, consummate, and effectuate the Plan and the Restructuring Transactions (whether to occur before, on, or after the Effective Date) in a manner consistent with the Plan and, to the extent applicable, the Restructuring Support Agreement.

All matters provided for in this Plan involving the corporate structure of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, and any corporate action required by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, in connection with the Plan, shall be deemed to have occurred and shall be in effect without any requirement of further action by the directors, officers, managers, or other governing bodies of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable.

On or prior to the Effective Date, as applicable, the appropriate officers of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver any and all agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. The Post-Effective Date DISH Wireless Debtors.

One or more of the DISH Wireless Debtors shall continue in existence after the Effective Date, each as a Post-Effective Date Debtor, for purposes of (1) preserving the Other Retained Causes of Action for the benefit of Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds hereunder, (2) winding down the DISH Wireless Debtors' remaining businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Post-Effective Date Debtors after the Effective Date, (3) performing their obligations under any transition services agreement entered into by and between the Post-Effective Date DISH Wireless Debtors and their Affiliates, (4) resolving any Disputed Claims other than Other Class 2E Claims, which shall be administered exclusively by the Special Governance Committee in accordance with Article IV.O and Article IV.P, (5) paying Allowed Claims for which there is not a Disbursing Agent other than the Post-Effective Date DISH Wireless Debtors, (6) filing appropriate tax returns, and (7) administering the Plan in an efficacious manner. The Post-Effective Date DISH Wireless Debtors shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

From and after the Effective Date, Post-Effective Date DWLLC shall be governed by a board of managers, which shall be appointed by Post-Effective Date DWLLC's sole member,

Neyland Networks LLC, in accordance with Post-Effective Date DWLLC's organizational documents and applicable Law. Except as otherwise expressly provided in this Plan, including Article IV.O and Article IV.P, the board of managers of Post-Effective Date DWLLC shall have all powers and authority ordinarily vested in and exercised by the board of managers of a reorganized debtor following emergence from chapter 11, including authority to reconcile, object to, settle, and otherwise resolve Claims against the DISH Wireless Debtors other than Other Class 2E Claims and to prosecute, settle, or otherwise resolve the Other Retained Causes of Action.

Except as otherwise provided in the Plan, the Post-Effective Date DISH Wireless Debtors shall be deemed to be substituted as the party-in-lieu of the DISH Wireless Debtors in all matters, including (a) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (b) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement to file any motion or other document effecting a substitution of parties or counsel; provided that the Special Governance Committee shall have the exclusive authority granted to it under Article IV.O and Article IV.P with respect to the Related Party Retained Causes of Action and Other Class 2E Claims.

After the Effective Date, one or more of the Post-Effective Date DISH Wireless Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

J. The Wind Down Debtor Account.

On or prior to the Effective Date, the Post-Effective Date DISH Wireless Debtors shall establish the Wind Down Debtor Account and deposit therein Cash equal to the Wind Down Amount. The Wind Down Debtor Account shall be used to fund all fees, costs, and expenses incurred in connection with the administration and Wind Down of the DISH Wireless Debtors' Estates, including (a) all go-forward fees and expenses of Professionals retained by the Post-Effective Date DISH Wireless Debtors in connection with the Wind Down; (b) all fees and expenses of the Disbursing Agent incurred on or after the Effective Date allocable to the Post-Effective Date DISH Wireless Debtors; and (c) any taxes or fees payable by the Post-Effective Date DISH Wireless Debtors in connection with the Wind Down.

Following completion of the Wind Down of the Post-Effective Date DISH Wireless Debtors, any amounts remaining in the Wind Down Debtor Account shall be distributed by the Disbursing Agent in accordance with the priorities set forth in Article III of this Plan until all such remaining amounts are exhausted.

K. Vesting of Assets in the Post-Effective Date DISH Wireless Debtors.

Except as otherwise provided in the Plan or the Plan Supplement, or in any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, pursuant to sections 363, 1123(a)(5), and 1141(c) of the Bankruptcy Code: (1) all property in each DISH Wireless Debtor's Estate, all Other Retained Causes of Action, and any property acquired by any of the DISH Wireless Debtors under the Plan shall vest in the applicable Post-Effective Date DISH Wireless Debtor, free and clear of all Liens, Claims, Interests, charges, or other encumbrances. On and after

the Effective Date, except as otherwise provided herein, each Post-Effective Date DISH Wireless Debtor may operate its business in accordance with applicable Law and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

L. Wind-Down Authority of the Post-Effective Date DISH Wireless Debtors.

On and after the Effective Date, the Post-Effective Date DISH Wireless Debtors shall have full authority, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, to take any and all actions necessary or appropriate, in their reasonable business judgment, to implement, administer, and complete the Wind Down of the DISH Wireless Debtors' Estates, including the authority to:

1. identify, collect, and wind down any assets of the DISH Wireless Debtors' Estates not transferred to any DISH Wireless Successful Bidder pursuant to a Sale, and to make distributions therefrom in accordance with this Plan;

2. abandon or donate to a charitable organization of their choosing, pursuant to section 554 of the Bankruptcy Code and without further notice to or action, order, or approval of the Bankruptcy Court, any property of the DISH Wireless Debtors' Estates that is not transferred to a DISH Wireless Successful Bidder pursuant to a Sale and that the Post-Effective Date DISH Wireless Debtors determine, in their reasonable business judgment, to be of inconsequential value and benefit to, or to be burdensome upon, the DISH Wireless Debtors' Estates;

3. object to, compromise, settle, or otherwise resolve any Disputed Claims against the DISH Wireless Debtors without further notice to or action, order, or approval of the Bankruptcy Court, except as otherwise required by this Plan or the Bankruptcy Code;

4. retain, employ, and compensate such attorneys, accountants, and other professionals and consultants as the Post-Effective Date DISH Wireless Debtors deem necessary or appropriate in connection with the Wind Down, and pay the reasonable and documented fees and expenses of such Professionals solely from the Wind Down Debtor Account;

5. maintain and store the books, records, and documents of the DISH Wireless Debtors' Estates and, upon completion of the Wind Down, dispose of or destroy such books, records, and documents to the extent permitted by applicable law and any applicable record retention obligations; and

6. take all steps necessary or appropriate to wind up the affairs of each Post-Effective Date DISH Wireless Debtor under applicable non-bankruptcy law, without further notice to or action, order, or approval of the Bankruptcy Court.

For the avoidance of doubt, all costs and expenses incurred by the Post-Effective Date DISH Wireless Debtors shall be paid solely from the Wind Down Debtor Account to the extent such costs and expenses are incurred in connection with the administration and Wind Down of the DISH Wireless Debtors' Estates.

M. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Post-Effective Date DISH Wireless Debtors and the officers, managers, general partners, and members thereof are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of the Post-Effective Date DISH Wireless Debtors, as applicable, without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

N. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (including, for the avoidance of doubt, any transfers from a DISH Wireless Debtor to a Post-Effective Date DISH Wireless Debtor or to any other Person) of property under or in connection with the Plan, including or pursuant to: (a) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, or other interest in the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable; (b) the Restructuring Transactions; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; (e) the grant of collateral as security pursuant to this Plan; (f) the consummation of any Sale and any transfer of assets pursuant thereto, or (g) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forgo the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

O. Retained Causes of Action.

Notwithstanding anything to the contrary in this Plan, the Confirmation Order, or the Restructuring Support Agreement, in accordance with section 1123(b) of the Bankruptcy Code, unless and until a settlement of such Causes of Action shall have been approved by the Bankruptcy Court (in which case the terms of such Bankruptcy Court-approved settlement shall control): (i) all Related Party Retained Causes of Action shall transfer to and vest in the Special Governance Committee, as representative of the DISH Wireless Estates pursuant to section 1123(b)(3)(B) of the

Bankruptcy Code, shall not be released or discharged under this Plan or the Confirmation Order, and, from and after the Effective Date, the Special Governance Committee shall have the exclusive authority to prosecute, settle, or otherwise resolve the Related Party Retained Causes of Action; and (ii) all Other Retained Causes of Action shall vest in the applicable Post-Effective Date DISH Wireless Debtors, shall not be released or discharged under this Plan or the Confirmation Order, and, from and after the Effective Date, the applicable Post-Effective Date DISH Wireless Debtor, acting through its board of managers or directors, as applicable, and not the Special Governance Committee, shall have the exclusive authority to prosecute, settle, or otherwise resolve the Other Retained Causes of Action.

P. Post-Effective Date Resolution of Retained Causes of Action.

The Special Governance Committee shall be established as of the Effective Date pursuant to this Plan and the Confirmation Order and shall consist of three (3) members. The initial three (3) members of the Special Governance Committee shall be selected by the Committee, in consultation with the Special Committee, and their identities shall be disclosed in the Plan Supplement. The Plan Supplement shall set forth such additional terms regarding the governance, procedures, and funding of the Special Governance Committee as may be necessary or appropriate to implement the authority granted to it under Article IV.O, including with respect to the Related Party Retained Causes of Action. The members of the Special Governance Committee shall serve as representatives of the DISH Wireless Debtors' Estates under section 1123(b)(3)(B) of the Bankruptcy Code and shall act in a fiduciary capacity on behalf of the interests of all Holders of DISH Wireless General Unsecured Claims entitled to Litigation Proceeds from the Retained Causes of Action.

Nothing in this Plan is intended or shall be deemed to, and under no circumstances shall EchoStar have, directly or indirectly, control over the prosecution, settlement, or resolution of any Related Party Retained Causes of Action on behalf of the Special Governance Committee, or of the reconciliation, objection, prosecution, settlement, or resolution of any Other Class 2E Claim.

If any member of the Special Governance Committee resigns or is otherwise unable to continue to serve, the remaining members of the Special Governance Committee shall have the sole and exclusive authority to select and appoint a replacement member; provided that if, for any reason, the remaining members of the Special Governance Committee are unable to appoint a replacement member, including because no remaining member is able to act, the Bankruptcy Court shall retain jurisdiction and authority to appoint such replacement member upon request of any remaining member of the Special Governance Committee, the Committee (if then in existence), or any other party in interest.

Under no circumstances shall any Post-Effective Date DISH Wireless Debtor or EchoStar select, appoint, or have any control, directly or indirectly, over the selection or appointment of any member of the Special Governance Committee, including any replacement or successor member.

Q. Tolling of Statutes of Limitations for Retained Causes of Action.

Notwithstanding anything to the contrary in this Plan, any applicable non-bankruptcy law, or any other agreement, all applicable statutes of limitations, repose, and other time-related

defenses, doctrines, or bars applicable to the Retained Causes of Action are hereby tolled, and shall continue to be tolled, until the later of (i) the date that is thirty (30) days after all Claims Filed against the DISH Wireless Debtors in the Chapter 11 Cases have become Allowed or disallowed and all claims reconciliation with respect thereto has been completed, and (ii) the expiration of the applicable statute of limitations, repose, or other time-related defense, doctrine, or bar that would otherwise apply to the applicable Retained Cause of Action absent this Plan. From and after such later date, the applicable statute of limitations, repose, or other time-related defense, doctrine, or bar shall recommence running, and the Special Governance Committee and Post-Effective Date DISH Wireless Debtors shall each be entitled, in their respective sole discretion and subject to the terms of this Plan, to determine whether and how to pursue, prosecute, settle, or otherwise resolve the Retained Causes of Action that have vested in each of them, respectively, in accordance with Article IV.O and this Article IV.P.

R. Closing the Chapter 11 Cases.

Upon the occurrence of the Effective Date, the DISH Wireless Debtors shall be permitted to close all of the Chapter 11 Cases of the DISH Wireless Debtors except for the Chapter 11 Case of one designated DISH Wireless Debtor, and all contested matters relating to each of the DISH Wireless Debtors, including objections to Claims, shall be administered and heard in the Chapter 11 Case of such DISH Wireless Debtor.

When all Claims that are Disputed have become Allowed or disallowed and all remaining Cash has been distributed in accordance with the Plan, the DISH Wireless Debtors shall seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the DISH Wireless Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

As of the Effective Date, under the Confirmation Order pursuant to sections 365(a) and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease to which a DISH Wireless Debtor is a party shall be deemed rejected pursuant to section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (a) has expired or terminated pursuant to its own terms prior to the Confirmation Date; (b) was previously assumed, assumed and assigned, or rejected pursuant to a Final Order, including pursuant to the Rejection Procedures Order or any notice filed thereunder; (c) is the subject of (i) a pending motion to assume or assume and assign filed by the DISH Wireless Debtors as of the Confirmation Date or (ii) a pending motion to reject or a pending notice filed pursuant to the Rejection Procedures Order; (d) is an FCC Trust Document; or (e) is a D&O Policy, which shall be governed by Article IV.E of the Plan.

Nothing in this Article V.A shall limit, modify, or otherwise affect: (a) the treatment, including the effective date of assumption, assumption and assignment, or rejection, of any Executory Contract or Unexpired Lease of a DISH Wireless Debtor that was previously assumed, assumed and assigned, or rejected pursuant to a Final Order, including pursuant to the Rejection Procedures Order or any notice filed thereunder; (b) the prosecution, resolution, withdrawal, or

settlement, and the effective date of any relief granted, of any motion to assume, assume and assign, or reject an Executory Contract or Unexpired Lease of a DISH Wireless Debtor that is pending as of the Confirmation Date; (c) the right of any DISH Wireless Debtor, the applicable DISH Wireless Successful Bidder, or the applicable DISH Wireless Backup Bidder to cause an Executory Contract or Unexpired Lease to be assumed and assigned or rejected, as applicable; (d) the right of any DISH Wireless Debtor to seek or obtain authority to abandon personal property under section 554 of the Bankruptcy Code; or (e) the FCC Trust Documents or any aspect of the FCC Trust. Any pending motion to assume, assume and assign, or reject may be withdrawn, settled, or otherwise prosecuted by the DISH Wireless Debtors prior to the Effective Date or the Post-Effective Date DISH Wireless Debtors on and after the Effective Date, as applicable.

Except as otherwise provided in this Plan or agreed to by the DISH Wireless Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall be assumed in its entirety and shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. To the maximum extent permitted by applicable law, any provision in an Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to this Plan that restricts, conditions, or prohibits, or purports to restrict, condition, or prohibit, or is breached or deemed breached by, such assumption or assumption and assignment, including any "change of control" provision or similar provision, shall be unenforceable, with respect to the assumption of such Executory Contract or Unexpired Lease in these Chapter 11 Cases, to the extent of such restriction, condition, prohibition, or breach, and shall not entitle the non-DISH Wireless Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any default-related rights or demands for payment with respect thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases executed by the DISH Wireless Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

Notwithstanding anything to the contrary in this Plan, the DISH Wireless Debtors reserve the right to alter, amend, modify, or supplement the Schedule of Rejected Contracts and Leases at any time prior to the Effective Date without order of the Bankruptcy Court; provided, that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, may amend the Schedule of Rejected Contracts and Leases to add or remove any Executory Contract or Unexpired Lease after the Confirmation Date to the extent agreed with the relevant counterparties and upon entry of an order of the Bankruptcy Court authorizing such amendment.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases by operation of this Plan must be Filed with the Bankruptcy Court within twenty-one (21) days after service of the Confirmation Order. For the avoidance of doubt, this deadline applies to all Executory Contracts and Unexpired Leases rejected by operation of this Plan, including (1) any Executory Contract and Unexpired Lease of a DISH Wireless Debtor rejected pursuant to Article V.A and (2) any Executory Contract and Unexpired Lease identified as a Rejected Contract or Lease on the

Schedule of Rejected Contracts and Leases. The deadline for filing Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Rejection Procedures Order or any separate order of the Bankruptcy Court shall be governed by such order or the applicable Bar Date Order, as applicable.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time shall be automatically disallowed, forever barred from assertion, and shall not be enforceable against the DISH Wireless Debtors, the DISH Wireless Estates, the Post-Effective Date DISH Wireless Debtors, or their property without the need for any objection by the Post-Effective Date DISH Wireless Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary.

All Allowed Claims arising from the rejection of the DISH Wireless Debtors' Executory Contracts or Unexpired Leases shall be classified and treated as a DISH Wireless General Unsecured Claim in accordance with Article III. Any Claim arising from the rejection of a real property lease shall be subject to section 502(b)(6) of the Bankruptcy Code.

C. Cure of Defaults for Assumed Contracts and Leases.

With respect to each Executory Contract and Unexpired Lease assumed and assigned by a DISH Wireless Debtor pursuant to this Plan, if any, any monetary defaults shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash in the ordinary course of business on or after the Effective Date, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. In the event of a dispute regarding: (a) the amount of any Cure Costs; (b) the ability of the applicable assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code under the Executory Contract or Unexpired Lease to be assumed; or (c) any other matter pertaining to assumption, the applicable Cure Costs shall be paid following the entry of a Final Order resolving the dispute and approving the assumption and assignment of such Executory Contracts or Unexpired Leases; provided, that the DISH Wireless Debtors or the Post Effective-Date DISH Wireless Debtors, as applicable, may settle any dispute regarding the amount of any Cure Costs without any further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding anything herein to the contrary, any Cure Costs asserted in connection with the assumption and assignment of any Executory Contract or Unexpired Lease pursuant to a Sale Order shall be governed by, and satisfied in accordance with, the Sale Order. Any Cure Costs arising in connection with any other assumption or assumption and assignment of any Executory Contract or Unexpired Lease under any separate order of the Bankruptcy Court shall be governed by such order.

Any and all Proofs of Claim based upon Assumed Contracts and Leases, and for which any Cure Costs have been fully paid pursuant to this Article V.C, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

D. Preexisting Obligations to the DISH Wireless Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease of a DISH Wireless Debtor pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, under such Rejected Contracts and Leases, and all rights to such preexisting obligations shall vest in the Post-Effective Date DISH Wireless Debtors on the Effective Date. In particular, notwithstanding any non-bankruptcy law to the contrary, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the DISH Wireless Debtors pursuant to Rejected Executory Contracts and Unexpired Leases in accordance with the terms of any such Rejected Executory Contract and Unexpired Lease.

E. Indemnification Obligations.

All indemnification provisions, consistent with applicable law, currently in place (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the current and former members of any governing body, general partners, directors, officers, managers, members, employees, attorneys, accountants, investment bankers, advisors, and other professionals of, or acting on behalf of, the DISH Wireless Debtors, as applicable, shall be assumed by the Post-Effective Date DISH Wireless Debtors and shall remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current and former members of any governing body, general partners, directors, officers, managers, employees, attorneys, accountants, investment bankers, advisors, and other professionals of, or acting on behalf of, the DISH Wireless Debtors than the indemnification provisions in place prior to the Effective Date.

F. Insurance Policies.

Nothing in this Plan, any exhibit to this Plan, the Confirmation Order, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the First Day Pleadings or any order entered related thereto, the Plan Supplement, or any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents, shall diminish, impair, or otherwise modify any rights of the DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, or any other insured, additional insured, beneficiary, or other covered party under any insurance policy that provides coverage to or for the benefit of any DISH Wireless Debtor or such other insured, including any D&O Policies. To the extent any insurance policy issued to, or providing coverage to, any DISH Wireless Debtor is an Executory Contract and has not previously been rejected pursuant to a Final Order of the Bankruptcy Court, such insurance policy shall be deemed assumed by the applicable Post-Effective Date DISH Wireless Debtor effective as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code. For the avoidance of doubt, nothing in this Plan shall be deemed to revest in any Post-Effective Date DISH Wireless Debtor any insurance policy, proceeds, rights, or interests that are not property of the applicable DISH Wireless Estate.

G. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the DISH Wireless Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith, unless otherwise agreed by the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, and the counterparty to such Executory Contract or Unexpired Lease.

No modification, amendment, supplement, or restatement to a prepetition Executory Contract or Unexpired Lease made by the DISH Wireless Debtors during their Chapter 11 Cases shall, by virtue of such modification alone, give rise to an Administrative Claim against any DISH Wireless Debtor or DISH Wireless Estate under section 503(b) of the Bankruptcy Code or otherwise; provided that the foregoing shall not limit the right of any counterparty to assert an Administrative Claim to the extent such Claim would otherwise be allowable under applicable Law.

H. Reservation of Rights.

Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the DISH Wireless Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Post-Effective Date DISH Wireless Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to seek relief from the Bankruptcy Court to alter its treatment of such contract or lease under the Plan.

I. Nonoccurrence of Effective Date.

If the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

J. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any DISH Wireless Debtor, including any Executory Contracts and Unexpired Leases assumed by such DISH Wireless Debtor, will be performed by the applicable DISH Wireless Debtor or Post-Effective Date DISH Wireless Debtor, as applicable, and shall remain liable thereunder in the ordinary course of their business.

Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in this Plan, including Articles II.A and V.C of the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the DISH Wireless Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, in which case such payment shall be deemed to have occurred when due. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in this Article VI. Notwithstanding anything to the contrary in this Plan, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any interest accruing on such Claim that is actually payable in accordance with the Plan.

For the avoidance of doubt, this Article VI governs only distributions made under the Plan from property of the DISH Wireless Estates or other Plan consideration, including distributions from the Type A Claims Reserve on account of Allowed Secured Type A Claims. Notwithstanding any other provision of this Article VI, the mechanics and procedures governing distributions from the Type A Claims Reserve on account of Allowed Secured Type A Claims shall be as set forth in the FCC Trust Documents, and nothing in this Article VI shall be construed to modify or supersede the FCC Trust Documents with respect to the administration of the Type A Claims Reserve or the manner in which such distributions are made (including any distributions made by the Trustee directly to Holders of Allowed Secured Type A Claims or made to, as applicable, DWLLC or Post-Effective Date DWLLC for further payment in accordance with the FCC Trust Documents and the FCC Trust Distributions Order).

B. Disbursing Agent.

All distributions under this Plan shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, if the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Post-Effective Date DISH Wireless Debtors.

To the extent distributions are made through an Indenture Trustee, the trustee of the DWLLC Claims Trust, DTC, or other securities intermediary, such distributions shall be deemed made to the applicable Holders when delivered to the Indenture Trustee, the trustee of the DWLLC Claims Trust, DTC, or such intermediary, as applicable. Each Indenture Trustee and trustee of the

DWLLC Claims Trust shall be entitled to rely on the records and procedures of DTC, Cede & Co., nominees, participants, brokers, banks, custodians, and other intermediaries and shall have no liability for any act or omission of any of the foregoing. Such distributions shall be subject in all respect to any rights of each Indenture Trustee to assert a charging lien against such distributions. All distributions to be made through DTC shall be made eligible for distributions through the facilities of DTC.

Distributions on account of Allowed Secured Type A Claims shall be made from the Type A Claims Reserve solely in accordance with the FCC Trust Documents, as further described in Article IV.C.

C. Rights and Powers of Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Post-Effective Date DISH Wireless Debtors from the Wind Down Debtor Account.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. **Record Date for Distribution.**

On the Distribution Record Date, the Claims Register shall be closed and the Disbursing Agent shall be authorized and entitled to recognize only those record Holders listed on the Claims Register (or, as may be applicable, only those designees of such Holders that are affiliates of such Holders, as determined by or may be waived by the DISH Wireless Debtors in their sole discretion) as of the close of business on the Distribution Record Date.

2. **Delivery of Distributions in General.**

(a) **Payments and Distributions on Disputed Claims.**

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall, in the reasonable discretion of the Disbursing Agent, be deemed to have been made by the Disbursing Agent on the Effective Date unless the Disbursing Agent and the Holder of such Claim agree otherwise.

(b) **Special Rules for Distributions to Holders of Disputed Claims.**

Notwithstanding any provision otherwise in this Plan and except as may be agreed to by the DISH Wireless Debtors or the Disbursing Agent, as applicable, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim, other than with respect to Professional Fee Claims, until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

(c) **Distributions.**

On and after the Effective Date, the Disbursing Agent shall make the distributions required to be made on account of Allowed Claims under the Plan. Any distribution that is not made on the Initial Distribution Date or on any other date specified in this Plan because the Claim that would have been entitled to receive that distribution is not an Allowed Claim on such date shall be made on the next Subsequent Distribution Date that occurs after such Claim becomes an Allowed Claim. To the extent any reserve is expressly required under Article VII.D or any other provision of the Plan, the Disbursing Agent may hold such distribution in and make such distribution from the applicable reserve in accordance with the Plan. Except as expressly provided in this Plan, nothing in this Article VI.D.2 shall be construed to require the establishment of any reserve with respect to any Claim. Subject to Article VI.D, no interest shall accrue or be paid on the unpaid amount of any distribution paid pursuant to this Plan.

The DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, and the Disbursing Agent (including any Agent that may be acting as Disbursing Agent), as applicable, shall not incur any liability whatsoever on account of any distributions under this Plan except for its own fraud, gross negligence, or willful misconduct as determined by a final, nonappealable order of a court of competent jurisdiction.

Neither the DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, nor the Disbursing Agent shall have any obligation to make a distribution that consists of less than one hundred dollars ($100) in the aggregate to any Holder of an Allowed Claim.

3. **Undeliverable Distributions and Unclaimed Property.**

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of such Holder, at which time such distribution shall be made to such Holder without additional interest (if any); provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the date the distribution is made. After such date, all unclaimed property or interests in property shall revert (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary) to the Post-Effective Date DISH Wireless Debtors, automatically and without need for a further order by the Bankruptcy Court, and shall be redistributed in accordance with the priorities set forth in this Plan, and the Claim of any Holder to such property or interest in property shall be released, discharged, settled, compromised, and forever barred.

For the avoidance of doubt, any undeliverable, unclaimed, or undistributable amounts with respect to distributions from the Type A Claims Reserve shall be governed exclusively by the FCC Trust Documents (and any applicable order of a court of competent jurisdiction referenced therein), and not by section 347(b) of the Bankruptcy Code or this Plan.

4. **Manner of Payment Pursuant to this Plan.**

At the sole and exclusive discretion of the Disbursing Agent, any Cash payment to be made hereunder may be made by check, ACH transfer, or wire transfer or as otherwise required or provided in the applicable agreements. To the extent a Cash payment is made by check, the distribution shall be deemed made upon the Disbursing Agent's mailing of such check. For the avoidance of doubt, the manner of payment of any distribution from the Type A Claims Reserve shall be governed solely by the FCC Trust Documents.

E. Distributions to Holders of Allowed DBS Notes Claims.

Distributions to Holders of Allowed 2028 Senior Secured Notes Claims, Allowed 2028 Senior Notes Claims, and Allowed 2029 Senior Notes Claims (each as defined in the DBS Plan) on account of their respective Allowed DISH Wireless General Unsecured Claims under the DWLLC Intercompany Loan assigned to the DWLLC Claims Trust prior to the Petition Date in accordance with the Restructuring Support Agreement shall be made to the DWLLC Claims Trust for the ratable benefit of the DWLLC Claims Trust Beneficiaries; provided, that pursuant to the terms of the Restructuring Support Agreement and notwithstanding anything to the contrary in this Article VI.E or elsewhere in this Plan, the Plan Supplement, or the Confirmation Order, all amounts recovered by the DWLLC Claims Trust from DWLLC's Estate on account of Allowed DISH Wireless General Unsecured Claims held by the DWLLC Claims Trust under the DWLLC Intercompany Loan shall be applied in the order of priority that follows. **The FCC's July 2026 Order provides that the DWLLC Intercompany Loan shall not be entitled to recover from the FCC Trust**.

1. first, to the trustee of the DWLLC Claims Trust and the DWLLC Claims Trust for any unpaid and outstanding fees and reasonable and documented expenses of the trustee and the DWLLC Claims Trust (including the outstanding fees of counsel to the trustee of the DWLLC Claims Trust and counsel to the DWLLC Claims Trust);

2. second, up to the DWLLC Recovery Cap, such amounts recovered by the DWLLC Claims Trust shall be distributed by the DWLLC Claims Trust to the applicable Indenture Trustees on behalf of Holders of 2028 Senior Secured Notes Claims, 2028 Senior Notes Claims, and 2029 Senior Notes Claims on a Pro Rata basis, to be applied to the optional redemption of the applicable 2028 and 2029 Notes at the applicable optional redemption price in accordance with the applicable DBS Notes Indenture;

3. third, if the DWLLC Claims Trust recovers any DWLLC Excess Recovery, the DWLLC Claims Trust shall (a) hold the DWLLC Excess Recovery in trust for the benefit of the applicable Indenture Trustee for the 2028 Senior Secured Notes on behalf of the Holders of the 2028 Senior Secured Notes and (b) promptly remit the DWLLC Excess Recovery to such Indenture Trustee (without set-off or counterclaim), to be applied solely to redeem a corresponding aggregate

amount of principal and accrued and unpaid interest on 2028 Senior Secured Notes then outstanding, in each case at par, without any premium, penalty, or charge (pursuant to provisions of the Amended 2028 Senior Secured Notes Indenture to be amended to implement such redemption feature); and

4. fourth, any DWLLC Residual Recovery shall be remitted by the DWLLC Claims Trust to the applicable Indenture Trustees for the 2028 Senior Notes and the 2029 Senior Notes, to be applied solely to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on the 2028 Senior Notes and 2029 Senior Notes then outstanding, on a Pro Rata basis, in each case at par, without any premium, penalty, or charge (pursuant to the provisions of the 2028 Senior Notes Indenture and the 2029 Senior Notes Indenture to be amended to implement such redemption features).

For the avoidance of doubt, the remittance of any DWLLC Excess Recovery to the applicable Indenture Trustee for the 2028 Senior Secured Notes for application to the optional redemption of Allowed 2028 Senior Secured Notes Claims pursuant to this Article VI.E and the Restructuring Support Agreement is in addition to, and not in lieu of, any redemption of 2028 Senior Secured Notes after the Effective Date pursuant to the DBS Cash Sweep (as defined in the DBS Plan) (or any other consideration provided to Holders of Allowed DBS Notes Claims under the DBS Plan).

Notwithstanding anything to the contrary in this Article VI.E or elsewhere in this Plan, and for the avoidance of doubt, the treatment of the DWLLC Claims Trust's Allowed Other Class 2E Claim against DWLLC shall be made in accordance with, and subject to, this waterfall, and shall not alter, impair, satisfy, discharge, or otherwise affect the separate rights, if any, of Holders of Allowed 2028 Senior Secured Notes Claims, Allowed 2028 Senior Notes Claims, and Allowed 2029 Senior Notes Claims against the DBS Debtors under the DBS Plan.

F. Compliance with Tax Requirements/Allocations.

In connection with the Plan, to the extent applicable, the Disbursing Agent shall request distributees to provide appropriate documentation that may be required for an exemption from withholding or reporting, and shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements unless an exception applies. Notwithstanding any provision in this Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms it believes is reasonable and appropriate. The Disbursing Agent reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances. All Persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution.

G. Allocation of Plan Distributions Between Principal and Interest.

Unless the terms and conditions of a contract between the Holder of an Allowed Claim and a DISH Wireless Debtor provide otherwise, distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest as Allowed therein.

H. No Postpetition Interest on Claims.

Unless required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the DISH Wireless Debtors, and no Holder of a prepetition Claim against the DISH Wireless Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim. Notwithstanding the foregoing, to the extent that the payment of postpetition interest on any Claim is required by applicable law for such Claim to satisfy the requirements of section 1124 of the Bankruptcy Code, the Holder of such Allowed Claim shall receive postpetition interest on such Claim at the applicable contractual rate or, if no contractual rate applies, at the Federal Judgment Rate, in each case calculated from the Petition Date through the date such Claim is paid in full.

Notwithstanding the foregoing, to the extent that a Holder of a Disputed DISH Wireless General Unsecured Claim asserts that it is entitled to postpetition interest on such Claim for the period from the Effective Date to the date of distribution, such Holder may seek an order of the Bankruptcy Court awarding such postpetition interest upon notice and a hearing; provided that no such postpetition interest shall be paid except pursuant to a Final Order of the Bankruptcy Court expressly authorizing such payment, and no such postpetition interest shall be payable from the DISH Wireless Distributable Value except to the extent expressly authorized or directed by such Final Order.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)* on the Effective Date.

J. Setoffs and Recoupment.

Except as otherwise expressly provided herein, the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, may, but shall not be required to, set off or recoup any Claims of any nature whatsoever that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors may have against the claimant against any amounts otherwise payable to such claimant under the Plan (including any Plan Distributions), but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors of any such Claim they may have against

the Holder of such Claim. On and after the Confirmation Date, without the need for Bankruptcy Court approval, the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, may exercise, litigate, or settle any rights of setoff or recoupment that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors may have. On the Effective Date, all such rights of setoff or recoupment shall be preserved and shall vest in the Post-Effective Date DISH Wireless Debtors, as applicable. Nothing in this Plan shall be construed to limit, impair, or extinguish any right of setoff preserved under section 553 of the Bankruptcy Code that any Holder of a Claim may have to the extent such right exists under applicable non-bankruptcy law and satisfies the requirements of section 553 of the Bankruptcy Code.

Notwithstanding anything to the contrary in this Plan or the Confirmation Order, nothing shall modify the rights, if any, of any Holder of Allowed Claims or any current or former party to an Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have under applicable bankruptcy or non-bankruptcy law, including, but not limited to, (1) the ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Leases with the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors under the Plan; (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation; or (3) assertion of setoff or recoupment as a defense, if any, to any claim or action by the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors.

K. Claims Paid or Payable by Third Parties.

1. **Claims Paid by Third Parties.**

The DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not a DISH Wireless Debtor or a Post-Effective Date DISH Wireless Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a DISH Wireless Debtor or a Post-Effective Date DISH Wireless Debtor, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Post-Effective Date DISH Wireless Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Post-Effective Date DISH Wireless Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

Notwithstanding anything to the contrary in this Article VI.K.1, no distribution under the FCC Trust Documents shall give rise to any obligation to repay or return any distribution made under the Plan to any Debtor, Reorganized DBS Debtor, or Post-Effective Date DISH Wireless Debtor.

2. **Claims Payable by Insurance, Third Parties.**

No distributions under the Plan shall be made on account of a Claim that is payable pursuant to one of the DISH Wireless Debtors' insurance policies, surety agreements, other non-DISH Wireless Debtor payment agreements, or collateral held by a third party, until the Holder of such Claim has exhausted all remedies with respect to such insurance policy, surety agreement, other non-DISH Wireless Debtor payment agreement, or collateral, as applicable. To the extent that one or more of the DISH Wireless Debtors' insurers, sureties, or non-DISH Wireless Debtor-payors pays or satisfies in full or in part a Claim (if and to the extent finally adjudicated by a court of competent jurisdiction or otherwise settled), or such collateral or proceeds from such collateral is used to satisfy such Claim, then immediately upon such payment, the applicable portion of such Claim shall be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

This Article VI.K.2 is not intended to direct any Holder of a Claim to exhaust remedies against the FCC Trust.

3. **Applicability of Insurance Policies.**

Notwithstanding anything to the contrary in this Plan or Confirmation Order, Confirmation and Consummation of the Plan shall not limit or affect the rights of any third-party beneficiary or other covered party under any of the Debtors' insurance policies with respect to such policies (including the D&O Policies), nor shall anything contained herein (a) constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers under any insurance policy, applicable law, equity, or otherwise, or (b) establish, determine, or otherwise imply any liability or obligation, including any coverage obligation, of any insurer.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims.

After the Effective Date and subject to the terms of the Plan, the Post-Effective Date DISH Wireless Debtors shall have and retain any and all rights and defenses that such Debtor had with respect to any Claim or Interest immediately before the Effective Date. The DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, may, in their discretion, deem any Unimpaired Claim to be Allowed to the same extent such Claim would be allowed under applicable non-bankruptcy law.

Any objections to Claims that are set forth on the Schedules or Filed as a Proof of Claim shall be served and Filed (i) on or before one hundred and eighty (180) days following the later of (a) the Effective Date and (b) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of such Claim, or (ii) such later date as ordered by the Bankruptcy Court; provided that the Post-Effective Date DISH Wireless Debtors may seek to extend such deadline to object to Claims for an additional one hundred and eighty (180) days upon the filing of a motion with the Bankruptcy Court and only after notice and

a hearing (to the extent necessary). All Disputed Claims not objected to by the end of such period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

For the avoidance of doubt, the procedures in this Article VII shall apply to (i) any Secured Type A Claim and (ii) any DISH Wireless General Unsecured Claim held by a Holder that has made the FCC Trust Election with respect to the allowance of such Claim; provided that nothing in this Article VII shall be construed to modify or supersede the FCC Trust Documents with respect to the mechanics and procedures governing distributions from the FCC Trust.

B. Claims Administration Responsibilities.

Except as otherwise expressly provided in this Plan, from and after the Effective Date, the Post-Effective Date DISH Wireless Debtors shall have the exclusive authority to: (a) File, withdraw, prosecute, or litigate to judgment any objection to any Claim; (b) settle or compromise any such objection, in each case, without further notice to, or action, order, or approval of, the Bankruptcy Court; and (c) administer and adjust the Claims Register to reflect any such settlement, compromise, or determination, without further notice to, or action, order, or approval of, the Bankruptcy Court; provided that, notwithstanding the foregoing, the Special Governance Committee shall have the exclusive authority to reconcile, object to, prosecute, settle, and otherwise resolve each Other Class 2E Claim, in each case in accordance with Article IV.O and Article IV.P. For the avoidance of doubt, the Post-Effective Date DISH Wireless Debtors shall retain exclusive authority under this Article VII.B with respect to FCC Trust-Eligible Claims.

Except as otherwise expressly provided in this Plan or the Confirmation Order, from and after the Effective Date, the Post-Effective Date DISH Wireless Debtors shall have and retain any and all rights and defenses that such Entity had immediately prior to the Effective Date with respect to any Claim or Interest (including any Disputed Claim or Interest), including any Causes of Action retained pursuant to this Plan; provided that the Special Governance Committee shall have the exclusive authority to exercise such rights and defenses with respect to Other Class 2E Claims and Related Party Retained Causes of Action to the extent provided in Article IV.O and Article IV.P.

C. Disputed Claims Process.

If the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, dispute any Proof of Claim that is Filed on account of an Unimpaired Claim, such dispute shall be determined, resolved, or adjudicated in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date; provided, however, that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, or the Holder of such Claim may elect to have the validity or amount of such Claim adjudicated by the Bankruptcy Court instead. If the Holder makes such election, the Bankruptcy Court shall apply the law that would have governed the dispute if the Chapter 11 Cases had not been commenced.

If the party authorized under this Plan to administer the applicable Claim disputes any Impaired Claim that is not Allowed as of the Effective Date pursuant to Article III.B or a Final Order entered by the Bankruptcy Court (which may include the Confirmation Order), such authorized party, including the Special Governance Committee with respect to any Other Class 2E

Claim, shall File an objection with the Bankruptcy Court, and such dispute shall be determined, resolved, or adjudicated by the Bankruptcy Court.

D. Disputed Claims Reserve.

On or before the Effective Date, the Disbursing Agent shall be authorized, but not directed, to establish and maintain the Disputed Claims Reserve exclusively from the DISH Wireless Distributable Value, in the Disputed Claims Reserve Amount, to the extent the Disbursing Agent determines is appropriate in its reasonable discretion. The Disbursing Agent may, in its reasonable discretion, hold Cash in the Disputed Claims Reserve and make distributions, if any, from the Disputed Claims Reserve on account of Allowed DISH Wireless General Unsecured Claims in Class 2E that are Disputed as of the Effective Date as such Claims are resolved by settlement or Final Order. To the extent any amount set aside in the Disputed Claims Reserve on account of a DISH Wireless General Unsecured Claim is not distributed to the Holder of such Claim because such Holder has received a prior or concurrent distribution from the FCC Trust, such amount shall be released from the Disputed Claims Reserve and redistributed as part of the DISH Wireless Distributable Value available for Pro Rata distribution to other Holders of Allowed DISH Wireless General Unsecured Claims in Class 2E, without further notice to or order of the Bankruptcy Court.

To the extent any Disputed DISH Wireless General Unsecured Claim in Class 2E is Allowed after the Effective Date, such Holder shall receive its distribution, if any, from the DISH Wireless Distributable Value in accordance with Article III.B.5(b)(i) and the distribution provisions of Article VI, solely to the extent of amounts available in the Disputed Claims Reserve. Any amounts remaining in the Disputed Claims Reserve after all such Disputed Claims have been resolved and all related distributions, if any, have been made shall be released and distributed as part of the DISH Wireless Distributable Value in accordance with the Plan, without further notice to or order of the Bankruptcy Court.

E. Estimation of Claims.

Before, on, or after the Effective Date, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim pursuant to applicable Law, including pursuant to section 502(c) of the Bankruptcy Code and/or Bankruptcy Rule 3012, for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision in this Plan to the contrary, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed estimated at zero dollars ($0.00), unless otherwise ordered by the Bankruptcy Court. If the Bankruptcy Court estimates any Claim and does not provide otherwise, such estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions and discharge) and may be used as evidence in any supplemental proceedings. The DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, may elect to pursue supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the

Bankruptcy Code (or otherwise) be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration no later than seven (7) days after the date on which such Claim is estimated. The foregoing Claim objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or otherwise resolved by any mechanism approved by the Bankruptcy Court.

F. Adjustment to Claims or Interests Without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Post-Effective Date DISH Wireless Debtors without having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disallowance of Claims or Interests.

All Claims and Interests of any Entity from which property is sought by the DISH Wireless Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (a) the Entity, on the one hand, and the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

Except as otherwise provided herein or as agreed to by the Post-Effective Date DISH Wireless Debtors, any and all Proofs of Claim that are subject to and Filed after the General Claims Bar Date or Governmental Bar Date, as applicable, shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless such late Proof of Claim has been deemed timely Filed by a Final Order.

H. Amendments to Proofs of Claim or Interest.

From and after the Effective Date, and subject to the Bar Date Order and Bankruptcy Rule 3003, a Proof of Claim (or, if applicable, a Proof of Interest) may not be Filed or materially amended with regard to amount, priority, or Secured status without the prior authorization of the Bankruptcy Court or the written consent of the DISH Wireless Debtors (before the Effective Date) or the Post-Effective Date DISH Wireless Debtors (after the Effective Date), as applicable. Any such new or amended Proof of Claim (or, if applicable, Proof of Interest) Filed without such authorization or consent shall be deemed Disallowed in full and reflected accordingly in the Claims Register without any further action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, this

paragraph applies only after the applicable General Claims Bar Date or Governmental Bar Date, as applicable, has occurred.

I. No Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

J. Distributions After Allowance.

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests and Intercompany Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, including with respect to Reinstated Claims, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan or the Confirmation Order, the distributions, rights, and treatment provided in this Plan shall be in complete satisfaction and discharge, effective as of the Effective Date, of all Claims, Interests, Intercompany Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests and Intercompany Interests in, the DISH Wireless Debtors, the DISH Wireless Estates or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, Interests, or Intercompany Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim, Interest or Intercompany Interest based upon such debt, right, Interest or Intercompany Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such Claim, Interest or Intercompany Interest has accepted this Plan.

The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims), Interests, and Intercompany Interests (other than any Intercompany Interests that are Reinstated), subject to the occurrence of the Effective Date.

Notwithstanding anything to the contrary in this Article VIII.A, the discharge provided herein shall not apply to, and nothing in this Plan or the Confirmation Order shall discharge, release, impair, waive, or otherwise affect (y) any Person's rights (if any) to enforce the FCC Trust Documents in accordance with their terms, or (z) any Claim held by a Holder that is or may constitute a Covered Claim, which shall survive the discharge provided herein solely to the extent necessary for such Holder to assert such Claim against the FCC Trust and receive distributions therefrom in accordance with the FCC Trust Documents and subject to the FCC Trust Third-Party Payment Provisions.

B. Release of Liens.

Except as otherwise specifically provided in this Plan, the Confirmation Order, any Sale Order, or in any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of an Allowed Secured Claim, satisfaction in full of the portion of such Allowed Secured Claim that is Allowed as of the Effective Date, except for any Other Secured Claim that is Reinstated under this Plan or any Liens required to continue in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests in or against any property of the DISH Wireless Debtors or the DISH Wireless Estates shall be fully satisfied and discharged, and all of the right, benefit, title, and interest of any Holder (and the applicable agent of such Holder) of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Post-Effective Date DISH Wireless Debtors, and their successors and assigns. Each Holder of such an Allowed Secured Claim (and the applicable agent for such Holder) shall be authorized and directed, and the Post-Effective Date DISH Wireless Debtors shall be entitled to direct, at the sole cost and expense of the applicable Post-Effective Date DISH Wireless Debtor, such Holder (or applicable agent for such Holder) to release any collateral or other property of any DISH Wireless Debtor (including any possessory collateral) held by such Holder (or the applicable agent for such Holder) and to take such actions as may be reasonably requested by the Post-Effective Date DISH Wireless Debtors to evidence the release of such mortgage, deed of trust, Lien, pledge, or other security interest, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state or local agency records office or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such mortgage, deed of trust, Lien, pledge, or other security interest. Notwithstanding the foregoing, this Article VIII.B shall not release, impair, subordinate, or otherwise adversely affect the security interest of DWLLC or Post-Effective Date DWLLC in the Type A Claims Reserve pursuant to the FCC Trust Security Agreement, which shall survive in accordance with Article IV.C.2.

C. Releases by the DISH Wireless Debtors.

Subject in all respects to Article IV.O, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, in each case except for Claims arising under, or expressly preserved by, this Plan, to the fullest extent permitted under applicable Law, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by and on behalf of each and all of the DISH Wireless

Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors, in each case on behalf of themselves and their respective successors, assigns, and Representatives, and any and all Entities that may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the DISH Wireless Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or the DISH Wireless Estates, Affiliates, heirs, executors, administrators, successors, assigns, Representatives, or any other Entity claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Interest or Intercompany Interest in, a DISH Wireless Debtor or other Entity, or that any Holder of any Claim against or Interest or Intercompany Interest in a DISH Wireless Debtor or other Entity could have asserted on behalf of the DISH Wireless Debtors based on or relating to, or in any manner arising from, in whole or in part, the DISH Wireless Debtors (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, the Restructuring Transactions, the FCC Trust, the FCC Trust Documents, the FCC Trust Assets, the FCC Trust Contribution, the Type A Claims Reserve, the FCC Trust Distributions Order, the Chapter 11 Cases of the DISH Wireless Debtors, the DISH Wireless Debtors' in- or out- of-court restructuring efforts, the subject matter of, or the transactions or events giving rise to, any Claim, Interest, or Intercompany Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any DISH Wireless Debtor and any Released Party, the distribution of any Cash or other property of the DISH Wireless Debtors to any Released Party, the assertion of or enforcement of rights or remedies against the DISH Wireless Debtors, the restructuring of any Claim, Interest, or Intercompany Interest before or during the Chapter 11 Cases of the DISH Wireless Debtors, including the sale and marketing efforts related thereto, intercompany transactions between or among the DISH Wireless Debtors or between or among the DISH Wireless Debtors and their non-DISH Wireless Debtor Affiliates, the Restructuring Support Agreement, the Prepetition Secured Loan Agreement, the Sale, the Sale Order, the Sale Documents, the Disclosure Statement Order, the Confirmation Order, the First Day Pleadings, the Definitive Documents, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, this Plan, or the Plan Supplement, the filing of the Chapter 11 Cases of the DISH Wireless Debtors, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement under the Restructuring Transactions, or upon any other act or omission,

transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any Retained Causes of Action; (2) any post-Effective Date obligations of any party or Entity under this Plan, any exhibit to this Plan, the Confirmation Order, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the First Day Pleadings or any order entered related thereto, the Sale Order, the Plan Supplement, or any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents; (3) any Cause of Action related to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct; (4) any rights, claims, or Causes of Action to enforce the FCC Trust Documents and the FCC Trust Distributions Order, in each case in accordance with their terms (including any rights to receive distributions from the FCC Trust or to compel the application of such distributions as required thereby); or (5) any Claim, defense, right of setoff or recoupment, or Cause of Action of the DISH Wireless Debtors, the DISH Wireless Estates, or the Post-Effective Date DISH Wireless Debtors against any Released Party that has filed a Proof of Claim against any of the DISH Wireless Debtors' Estates in the Chapter 11 Cases, to the extent such Claim, defense, right of setoff or recoupment, or Cause of Action: (a) constitutes a defense to, or basis for objection to, the allowance of such proof of claim in whole or in part; (b) constitutes a right of setoff, recoupment, or counterclaim with respect to any liability asserted in or arising from such proof of claim; or (c) arises from or relates to the same transaction, agreement, series of transactions, or occurrence or series of occurrences giving rise to the claims or liabilities asserted in such proof of claim; provided that nothing in this clause (5) shall be construed to (i) revive or reinstate any Claim or Cause of Action that has been separately released, waived, or relinquished by a written agreement entered into prior to the Effective Date, (ii) limit the rights of any Released Party to assert any defense to any such Claim or Cause of Action, or (iii) expand the rights of the Post-Effective Date DISH Wireless Debtors or any other Entity beyond those rights that existed under applicable Law as of the Petition Date.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the DISH Wireless Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the DISH Wireless Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contribution to facilitating the Restructuring Transactions and implementing this Plan; (2) a good faith settlement and compromise of the Claims and Causes of Action released by the DISH Wireless Debtor Release; (3) in the best interests of the DISH Wireless Debtors, the DISH Wireless Estates, and all Holders of Claims, Interests, and Intercompany Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to any of the DISH Wireless Debtors, the DISH Wireless Estates, and the Post-Effective Date DISH Wireless Debtors asserting any Claim or Cause of Action released pursuant to the DISH Wireless Debtor Release.

D. [Reserved.]

E. [Reserved.]

F. Releases by Holders of Claims, Interests and Intercompany Interests.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, each Releasing Party is deemed to have hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each DISH Wireless Debtor, Reorganized DBS Debtor, Post-Effective Date DISH Wireless Debtor, and Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the DISH Wireless Debtors, the DISH Wireless Estates, the Reorganized DBS Debtors, or the Post-Effective Date DISH Wireless Debtors (as applicable), whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or the DISH Wireless Estates, Affiliates, heirs, executors, administrators, successors, assigns, Representatives, and any other Entities claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the DISH Wireless Debtors (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the DISH Wireless Debtors or the Reorganized DBS Debtors or the Post-Effective Date DISH Wireless Debtors, the Restructuring Transactions, the FCC Trust, the FCC Trust Documents, the FCC Trust Assets, the FCC Trust Contribution, the Type A Claims Reserve, the FCC Trust Distributions Order, the Chapter 11 Cases, the DISH Wireless Debtors' in- or out- of- court restructuring efforts, the subject matter of, or the transactions or events giving rise to, any Claim, Interest, or Intercompany Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the distribution of any Cash or other property of the DISH Wireless Debtors to any Released Party, the assertion of or enforcement of rights or remedies against the DISH Wireless Debtors, the restructuring of any Claim, Interest, or Intercompany Interest before or during the Chapter 11 Cases, including the sale and marketing efforts related thereto, intercompany transactions between or among the DISH Wireless Debtors or between the DISH Wireless Debtors and their non-DISH Wireless Debtor Affiliates, the Restructuring Support Agreement, the Prepetition Secured Loan Agreement, the Sale, the Sale Order, the Sale Documents, the Amended Notes, the Amended Notes Indentures, the Disclosure Statement Order, the Confirmation Order, the First Day Pleadings, the Definitive Documents, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Definitive Documents, this Plan, or the Plan Supplement, the

filing of the Chapter 11 Cases of the DISH Wireless Debtors, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement under the Restructuring Transactions, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan, any exhibit to this Plan, the Confirmation Order, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Materials, the First Day Pleadings or any order entered related thereto, the Sale Order, the Plan Supplement, the Amended Notes Indentures, or any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such orders, agreements and documents, (2) any Cause of Action related to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct, (3) any rights, claims, or Causes of Action to enforce the FCC Trust Documents or the FCC Trust Distributions Order, in each case in accordance with their terms (including any rights to receive distributions from the FCC Trust or to compel the application of such distributions as required thereby), or (4) any Covered Claim held by a Releasing Party, which shall survive the releases provided above solely to the extent necessary for such Releasing Party to assert such Claim against the FCC Trust and receive distributions therefrom in accordance with the Plan (in respect of Secured Type A Claims) and the FCC Trust Documents.

Notwithstanding anything to the contrary in this Plan, neither this Plan, nor any order of the Bankruptcy Court, including the Confirmation Order, or any eligible Holder's election not to opt in to the Third-Party Release (as applicable), or to object to the Third-Party Release, shall modify or otherwise affect the requirement of the FCC Trust Documents that any Entity seeking to recover from the FCC Trust execute a full and complete release and discharge of any and all Covered Claims against the EchoStar Parties, in a form prepared and promulgated by the Trustee that is acceptable to EchoStar and DWLLC.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the Confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contribution to facilitating the Restructuring Transactions and implementing this Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the DISH Wireless Debtors and the DISH Wireless Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for a hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

G. Exculpation.

Except as otherwise specifically provided in this Plan or the Confirmation Order, to the fullest extent permitted by applicable law, each Exculpated Party is exculpated from, and no Exculpated Party shall have or incur any liability to, or be subject to any right, claim or cause of action by, any Entity for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases of the DISH Wireless Debtors, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Definitive Documents, the Solicitation Materials, this Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases of the DISH Wireless Debtors, the First Day Pleadings, the Definitive Documents, the negotiation and pursuit of the Restructuring Support Agreement, the Amended Notes Indentures, the Plan Supplement, the participation in the Sale, the pursuit of Confirmation, the FCC Trust, the FCC Trust Documents, the FCC Trust Assets, the FCC Trust Contribution, the Type A Claims Reserve, the FCC Trust Distributions Order, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement; provided, however, that the foregoing exculpation shall not apply to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct. The Exculpated Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan, including the issuance of Securities hereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable Law or rules protecting such Exculpated Parties from liability. The Exculpated Parties have, and upon Consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

H. Injunction.

Except as otherwise specifically provided in this Plan or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, or Intercompany Interests that have been released, discharged, or settled, or are subject to exculpation under this Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the of the DISH Wireless Debtors, the Reorganized DBS Debtors, the Post-Effective Date DISH Wireless Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Causes of Action, Claims,

Interests, or Intercompany Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Causes of Action, Claims, Interests, or Intercompany Interests; and (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the DISH Wireless Estates of such Entities on account of or in connection with or with respect to any such Causes of Action, Claims, Interests, or Intercompany Interests. Notwithstanding anything to the contrary in this Plan, the Plan Supplement, or the Confirmation Order, the automatic stay pursuant to section 362 of the Bankruptcy Code shall remain in full force and effect with respect to the DISH Wireless Debtors and any property dealt with by this Plan until the closing of these Chapter 11 Cases of the DISH Wireless Debtors.

Upon entry of the Confirmation Order, all Holders of Claims, Interests, and Intercompany Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan. Each Holder of an Allowed Claim, Allowed Interest, or Allowed Intercompany Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim, Interest, or Intercompany Interest, as applicable, pursuant to this Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.H.

Notwithstanding the foregoing, nothing in this Article VIII.H shall enjoin or otherwise restrict any Holder of a Claim that is or may constitute a Covered Claim from asserting such Claim against the FCC Trust or the Trustee, or from receiving distributions from the FCC Trust, in each case in accordance with this Plan (in respect of Secured Type A Claims) and the FCC Trust Documents.

I. Protection Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, no Governmental Unit shall deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, any Post-Effective Date DISH Wireless Debtor, or another Entity with whom the Post-Effective Date DISH Wireless Debtors have been associated, solely because such Post-Effective Date DISH Wireless Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of its Chapter 11 Case (or during its Chapter 11 Cases but before it is granted or denied a discharge), or has not paid a debt that is dischargeable in its Chapter 11 Case.

J. Subordination Rights.

Any distributions under this Plan shall be received and retained free from any obligations to hold or transfer the same to any other Holder and shall not be subject to levy, garnishment, attachment, or other legal process by any Holder by reason of claimed contractual subordination rights. Any such subordination rights shall be waived, and the Confirmation Order shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any contractual, legal,

or equitable subordination rights to property, assets, and interests distributed under this Plan, in each case other than as provided in this Plan.

K. Document Retention.

On and after the Effective Date, the Post-Effective Date DISH Wireless Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Post-Effective Date DISH Wireless Debtors.

L. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim as no longer contingent.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date.

It shall be a condition to Consummation that the following conditions shall have been satisfied or waived in accordance with Article IX.B:

1. the Restructuring Support Agreement shall not have been terminated as to the Consenting Creditors and shall be in full force and effect and no termination event thereunder shall have occurred and remain occurring;

2. the Restructuring Transactions related to the DISH Wireless Debtors shall have been implemented in all material respects;

3. no court or governmental authority of competent jurisdiction shall have enacted, issued, promulgated, or entered any final, non-appealable order or injunction (that has not been stayed) that makes illegal or otherwise restrains, enjoins, or prohibits the consummation of the Plan or any of the Definitive Documents;

4. any and all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by Law to be received or to occur to implement this Plan on the Effective Date shall have been obtained or shall have occurred;

5. the Bankruptcy Court shall have entered the Disclosure Statement Order, which order shall be in full force and effect and shall not have been stayed, modified, or vacated on appeal;

6. the Bankruptcy Court shall have entered the Confirmation Order, which shall be in full force and effect and shall not have been reversed, stayed, modified, dismissed, reconsidered, or vacated on appeal, and such order shall:

(a) authorize the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, and other agreements or documents created in connection with this Plan;

(b) decree that the provisions in the Confirmation Order and the Plan are non-severable and mutually dependent;

(c) authorize the DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, to take all actions applicable or necessary to (i) implement the Restructuring Transactions, (ii) make all distributions and issuances as required under the Plan, and (iii) enter into any agreements, transactions, and sales of property as set forth in the Plan Supplement;

(d) authorize the implementation of this Plan in accordance with the terms hereof;

(e) provide that all Claims for damages resulting from the rejection or termination of a real property lease shall be Allowed only to the extent provided under section 502(b)(6) of the Bankruptcy Code; and

(f) provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax;

7. the final version of each of the Plan, the Plan Supplement, and the Definitive Documents, and any exhibits, schedules, amendments, modifications or supplements thereto or other documents contained therein, shall have been executed or Filed, as applicable, in form and substance consistent in all material respects with the Restructuring Support Agreement and the Plan, and comply with the applicable consent rights set forth in the Restructuring Support Agreement and the Plan, and shall not have been modified in a manner inconsistent with the Restructuring Support Agreement and the Plan, and all conditions precedent to the effectiveness of the Definitive Documents shall have been satisfied or waived in accordance with the terms of such Definitive Documents; and

8. all amounts required to be paid by the DISH Wireless Debtors, EchoStar, or DNC on or prior to the Effective Date as a condition precedent to the occurrence of the Effective Date under the Restructuring Support Agreement shall have been paid, or shall be paid substantially contemporaneously with the occurrence of the Effective Date, in accordance with the Restructuring Support Agreement and this Plan.

B. Waiver of Conditions.

The conditions to Consummation of this Plan set forth in this Article IX may be waived by the DISH Wireless Debtors only with the prior written consent (email shall suffice) of the Required Consenting Creditors, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to Confirm or Consummate this Plan.

C. Substantial Consummation.

On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

D. Effect of Non-Occurrence of Conditions to the Effective Date.

If Consummation does not occur, this Plan shall be null and void in all respects, and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release by the DISH Wireless Debtors of any Claims, Interests, or Intercompany Interests; (2) prejudice in any manner the rights of the DISH Wireless Debtors, any Holders of Claims, Interests, or Intercompany Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the DISH Wireless Debtors, any Holders of Claims, Interests, or Intercompany Interests, or any other Entity in any respect; provided that all provisions of the Restructuring Support Agreement that survive termination thereof shall remain in effect in accordance with the terms thereof.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modifications and Amendments.

Except as otherwise provided in this Plan and subject to any approval rights set forth in the Restructuring Support Agreement, the DISH Wireless Debtors reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in this Plan, the DISH Wireless Debtors expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the DISH Wireless Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan; provided, however, that no such modifications of the Plan may be made without Bankruptcy Court approval to the extent such modifications would prejudice the rights under the Plan of Holders of DISH Wireless General Unsecured Claims or Holders of Administrative Claims against DISH Wireless Debtors. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article X.

B. Effect of Confirmation on Modifications.

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan occurring after the solicitation thereof and before the Confirmation Date are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan.

The DISH Wireless Debtors reserve the right to revoke or withdraw this Plan with respect to any DISH Wireless Debtor or all DISH Wireless Debtors, prior to the Confirmation Date. If the DISH Wireless Debtors revoke or withdraw this Plan with respect to any DISH Wireless Debtor, or if Confirmation or Consummation does not occur with respect to any DISH Wireless Debtor, then: (1) this Plan with respect to such DISH Wireless Debtor shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan with respect to such DISH Wireless Debtor (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan with respect to such DISH Wireless Debtor, and any document or agreement executed pursuant to this Plan with respect to such DISH Wireless Debtor, other than the Restructuring Support Agreement and any rights or obligations thereunder that survive in accordance with its terms, shall be deemed null and void; and (3) nothing contained in this Plan with respect to such DISH Wireless Debtor shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the DISH Wireless Debtors, the DISH Wireless Estates, or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the DISH Wireless Debtors, the DISH Wireless Estates, or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over the Chapter 11 Cases of the DISH Wireless Debtors and all matters, arising out of, or related to, such Chapter 11 Cases and this Plan, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a DISH Wireless Debtor is party or with respect to which a DISH Wireless Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of

the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Assumed Contracts and Leases; (c) the DISH Wireless Debtors amending, modifying, or supplementing, pursuant to Article V, any Executory Contracts or Unexpired Leases to the Schedule of Rejected Contracts and Leases; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a DISH Wireless Debtor that may be pending on the Effective Date;

6. Adjudicate, decide, or resolve any and all matters related to Causes of Action;

7. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

9. Enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII and enter such orders as may be necessary or appropriate to implement or enforce such releases, injunctions, and other provisions;

13. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI;

14. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. Determine any other matters that may arise in connection with or relate to this Plan, the Restructuring Support Agreement, the Disclosure Statement, the Confirmation Order, or any

contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

16. Adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

17. Appoint a replacement or successor member of the Special Governance Committee in the event that the remaining members of the Special Governance Committee are unable to select or appoint a replacement or successor member in accordance with Article IV.P;

18. Resolve any cases, controversies, suits, disputes, or Causes of Action arising in connection with any Sale, any Sale Order, or any Sale Documents, including any disputes relating to the interpretation, implementation, or enforcement thereof;

19. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

20. Determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

21. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

23. Hear and determine all disputes involving the existence, nature, or scope of the DISH Wireless Debtors' release;

24. Enforce all orders previously entered by the Bankruptcy Court;

25. Hear any other matter not inconsistent with the Bankruptcy Code or this Plan; and

26. Enter an order concluding or closing the Chapter 11 Cases of the DISH Wireless Debtors.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article VIII of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the DISH Wireless Debtors, the Post-Effective Date DISH Wireless Debtors, any and all Holders of Claims or Interests (irrespective of whether the Holders of such Claims or Interests accepted or rejected the Plan), all Entities that are parties to or are subject to the

settlements, compromises, discharges, releases, and injunctions described in this Plan, each Entity acquiring property under the Plan, and any and all non-DISH Wireless Debtor parties to Executory Contracts and Unexpired Leases with the DISH Wireless Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, the DISH Wireless Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The DISH Wireless Debtors or the Post-Effective Date DISH Wireless Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to this Plan, and all other parties in interest, shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to 28 U.S.C. § 1930(a) shall be paid by the Post-Effective Date DISH Wireless Debtors for each quarter (including any fraction thereof) until the Chapter 11 Cases of the DISH Wireless Debtors are converted, dismissed, or closed, whichever occurs first.

D. Dissolution of Statutory Committees.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Committee, shall dissolve and the members thereof shall be released and discharged from all rights and duties arising from or related to the Chapter 11 Cases, except with respect to any continuing confidentiality obligations; provided that, following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) any applications, and any relief related thereto, for Professional Fee Claims and requests for allowance of fees and expenses under section 503(b) of the Bankruptcy Code, (b) any appeals of, or related to, the Confirmation Order, or (c) any other appeal to which the Committee is a party. The Post-Effective Date DISH Wireless Debtors, as applicable, shall be responsible for paying any reasonable fees or expenses incurred by the members of or advisors to any statutory committee, including any reasonable fees or expenses incurred by Professionals for the Committee in connection with the purposes for which the Committee remains in existence following the Effective Date, after the Effective Date, in each case to the extent allocable to the DISH Wireless Debtors and payable from the Wind Down Debtor Account.

E. Reservation of Rights.

This Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. Neither the Filing of this Plan, nor any statement or provision contained in this Plan, nor the taking of any action by any DISH Wireless Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be, or be deemed to be, an admission or waiver of any rights of any Debtor with respect to any Holder of a Claim or Interest prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or assign, Affiliate, officer, director, manager, trustee, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices.

Any pleading, notice, or other document required by this Plan to be served on or delivered to the DISH Wireless Debtors shall be served on:

1. **The DISH Wireless Debtors:**

DISH Wireless L.L.C.
9601 South Meridian Boulevard
Englewood, Colorado 80112
Attn: Chief Legal Officer (legal.notices@dish.com)

with copies to (which shall not constitute notice):

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attn: Thomas E Lauria (tlauria@whitecase.com)

White & Case LLP
300 N. LaSalle Drive
Chicago, Illinois 60654
Attn: Matthew E. Linder (mlinder@whitecase.com)
Laura E. Baccash (laura.baccash@whitecase.com)

2. **The Consenting Creditors:**

Each Consenting Creditor at the address set forth in its signature page to the Restructuring Support Agreement (or in the signature page to a joinder or transfer agreement, as applicable, in the case of any Consenting Creditor that becomes a party to the Restructuring Support Agreement in accordance with its terms)

with a copy to (which shall not constitute notice):

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attn: Dennis F. Dunne (ddunne@milbank.com)
Lisa Laukitis (llaukitis@milbank.com)
Nelly Almeida (nalmeida@milbank.com)

Abigail L. Debold (adebold@milbank.com)

Milbank LLP
1101 New York Ave NW
Washington, DC 20005
Attn: Andrew Leblanc (aleblanc@milbank.com)

3. **Counsel to the Committee:**

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street, Suite 1800
Dallas, TX 75201
Attn: Marty L. Brimmage, Jr. (mbrimmage@akingump.com)
Laura Warrick (lwarrick@akingump.com)

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036-6745
Attn: Ira S. Dizengoff (idizengoff@akingump.com)
Philip C. Dublin (pdublin@akingump.com)
Meredith A. Lahaie (mlahaie@akingump.com)

After the Effective Date, the Post-Effective Date DISH Wireless Debtors have authority to send a notice to Entities providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, they must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Post-Effective Date DISH Wireless Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Enforcement of Confirmation Order.

On and after the Effective Date, the DISH Wireless Debtors and the Post-Effective Date DISH Wireless Debtors, as applicable, shall be entitled to enforce the terms of the Confirmation Order and the Plan (which shall include, for the avoidance of doubt, the Plan Supplement).

I. Term of Injunctions or Stays.

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases of the DISH Wireless Debtors pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

J. Entire Agreement.

Except as otherwise indicated, the Plan, the Confirmation Order, and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

K. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the DISH Wireless Debtors' counsel at the address above or by downloading such exhibits and documents from the DISH Wireless Debtors' restructuring website at https://dm.epiq11.com/DBS or the Bankruptcy Court's website at www.txs.uscourts.gov/bankruptcy.

L. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall not alter or interpret such term or provision to make it valid or enforceable, provided that at the request of the DISH Wireless Debtors, which request shall be subject to the Restructuring Support Agreement, and the consent provisions herein, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such terms or provision shall then be applicable as altered or interpreted. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the consent of the DISH Wireless Debtors; and (3) nonseverable and mutually dependent.

M. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the DISH Wireless Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the DISH Wireless Debtors and each of their respective Affiliates, Representatives, agents, members, principals, equity holders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals nor the Post-Effective Date DISH Wireless Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

N. Waiver.

On the Effective Date, each Holder of a Claim or an Interest (other than Reinstated Claims) shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the DISH Wireless Debtors or their counsel, or any other Entity, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court before the Confirmation Date.

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Respectfully submitted,

Dated: September 12, 2026

DISH Wireless L.L.C. and its DISH Wireless Debtor Affiliates

/s/ John Swieringa
Name: John Swieringa
Title: Authorized Signatory

Exhibit A

FCC Trust Documents

June 26, 2026

VIA ELECTRONIC FILING
Marlene H. Dortch, Secretary
Federal Communications Commission
45 L Street NE
Washington, DC 20554

Re: *Applications of AT&T Mobility II LLC and EchoStar Corporation for Consent to Assign Licenses*, WT Docket No. 25-303, *Amended Applications of Spectrum Business Trust 2025-1, Space Exploration Technologies Corp., and EchoStar Corporation for Consent to Assign Spectrum and Earth Station Licenses*, GN Docket No. 25-302

Dear Ms. Dortch:

Pursuant to Section 1.1206 of the Commission's rules, 47 C.F.R. § 1.1206, EchoStar Corporation ("EchoStar") submits the attached executed Trust Agreement, as required by the Wireless Telecommunications Bureau's May 12, 2026 Memorandum Opinion and Orders released in the above-captioned transactions.[1] EchoStar has selected the Bank of New York Mellon Corp. to serve as Trustee.

/s/ Jeffrey H. Blum
Jeffrey H. Blum

[1] *See Applications of AT&T Mobility II LLC and EchoStar Corporation for Consent to Assign Licenses*, WT Docket No. 25-303, Memorandum Opinion and Order, DA 26-470 (WTB May 12, 2026), *Amended Applications of Spectrum Business Trust 2025-1, Space Exploration Technologies Corp., and EchoStar Corporation for Consent to Assign Spectrum and Earth Station Licenses*, GN Docket No. 25-302, Memorandum Opinion and Order, DA 26-471 (WTB May 12, 2026).

TRUST AGREEMENT

This Trust Agreement (as may be amended, supplemented or modified from time to time in accordance with the terms hereof, this "**Agreement**"),[1] dated as of June 26, 2026, is entered into by and between EchoStar Corporation ("**EchoStar**") (collectively with its subsidiaries and affiliates, the "**EchoStar Parties**") and The Bank of New York Mellon, solely in its capacity as trustee (together with its successors, the "**Trustee**," and collectively with the EchoStar Parties, the "**Parties**") for the trust created and defined by this Agreement (the "**Trust**"), which is established for the benefit of the Beneficiaries and the Secured Party (solely on behalf of Claimants holding Eligible Type A Claims against DISH Wireless L.L.C., an EchoStar Party (collectively with its successors and assigns, "**DWLLC**" and, in DWLLC's capacity as a secured party under the Collateral Documents as set forth below, the "**Secured Party**")).

RECITALS

WHEREAS, on September 18, 2025, AT&T Mobility II LLC ("**AT&T**") and EchoStar filed applications pursuant to section 310(d) of the Communications Act of 1934, as amended, seeking the consent of the Federal Communications Commission (the "**Commission**") to assign EchoStar's 3.45 GHz and 600 MHz spectrum licenses to AT&T (the "**AT&T Transaction**");

WHEREAS, on September 18, 2025, Spectrum Business Trust 2025-1, Space Exploration Technologies Corp. ("**SpaceX**"), and EchoStar filed applications pursuant to section 310(d) of the Communications Act of 1934, as amended, seeking the Commission's consent to a two-step assignment whereby EchoStar's AWS-4 and AWS-H Block spectrum licenses and several earth station licenses will be assigned to Spectrum Business Trust 2025-1 and then, approximately two years later, to SpaceX (the "**SpaceX AWS-4 Transaction**");

WHEREAS, on November 10, 2025, Spectrum Business Trust 2025-1, SpaceX and EchoStar amended their pending applications and filed two new applications with the Commission to add EchoStar's unpaired AWS-3 licenses to the spectrum assignment applications from EchoStar ultimately to SpaceX (the "**SpaceX AWS-3 Transaction**," and, collectively with the SpaceX AWS-4 Transaction, and the AT&T Transaction, the "**Transactions**");

WHEREAS, on May 12, 2026, the Wireless Telecommunications Bureau ("**Bureau**") of the Commission entered: (1) the Memorandum Opinion and Order dated May 12, 2026, *In re Applications of AT&T Mobility II LLC and EchoStar Corporation for Consent to Assign Licenses*, DA 26-470, App'x B (WTB May 12, 2026) (the "**AT&T Order**"); and jointly with the Space Bureau, (2) the Memorandum Opinion and Order dated May 12, 2026 (*In re Applications of Spectrum Business Trust 2025-1, Space Exploration Technologies Corp., and EchoStar Corporation for Consent to Assign Spectrum and Earth Station Licenses*, GN 25-302, App'x B (WTB May 12, 2026) (the "**SpaceX Order**" and, together with the AT&T Order, the "**Orders**");

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[1] All capitalized terms used but not otherwise defined in this preamble and the recitals that follow have the meanings ascribed to such terms elsewhere in the Agreement.

WHEREAS, under the Orders, the Bureau imposed a single limited escrow or trust fund condition on the Bureau's approval of the Transactions, which requires that two billion four hundred million dollars ($2,400,000,000.00) (the "**Contribution**") be deposited into such fund to help pay obligations to persons or entities (each such person or entity, together with its successors, heirs, assigns, and subrogees, a "**Claimant**" and collectively, "**Claimants**") that may obtain a final judgment or arbitration award against or may enter into a settlement with an EchoStar Party for amounts due in connection with the construction, operation, maintenance, building, decommissioning, and/or provisioning of goods or services related to or arising out of the communications sites and/or communications network associated with certain of the licenses being assigned in the Transactions (collectively, the "**Covered Activities**" and a claim for such final judgment, arbitration award, or settlement, prior to a determination that such claim is eligible to receive a Distribution from the Trust, a "**Covered Claim**"). In furtherance of EchoStar's establishment of the Trust as a condition to approval of the Transactions, no EchoStar Party will obtain possession or control of any portion of the Contribution. Consistent with the foregoing, the Contribution will be remitted to the Trust directly from the proceeds of the AT&T Transaction upon consummation of the assignment to AT&T of the licenses at issue in the AT&T Transaction;

WHEREAS, upon receipt of the Contribution, the Trustee shall cause a portion of the Contribution equal to two hundred million dollars ($200,000,000.00) to be deposited into the Type A Claims Reserve, which shall be a segregated bank account of the Trust subject to the terms of this Agreement;

WHEREAS, in accordance with the Orders, each Claimant shall be entitled to file only one Covered Claim with the Trust to pursue recovery from the Trust on account of such Covered Claim, subject to the terms of this Agreement;

WHEREAS, the "**Beneficiaries**" of the Trust are (a) Claimants holding Eligible Type A Claims (including, for the avoidance of doubt, to the extent such Eligible Type A Claims recover on account of the security interests of the Secured Party), (b) Claimants holding Eligible Type B-1 Claims or Eligible Type B-2 Claims, subject in each case to all Trust Expenses and Distributions on account of Eligible Type A Claims being paid in full in cash and (c) EchoStar, insofar as it holds an interest in the remainder of the Trust Assets, if any, after satisfaction of all Eligible Covered Claims;

WHEREAS, to support the entitlement of Eligible Type A Claims to receive Distributions of the Trust Assets in accordance with this Agreement, as of the date first written above (the "**Trust Effective Date**"), the Trustee has entered into (a) a security agreement (the "**Security Agreement**") in favor of DWLLC (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), granting a security interest over all of the Trustee's right, title and interest in and to the Type A Claims Reserve and (b) a deposit account control agreement among the Trustee, DWLLC (as the Secured Party), and the bank at which the Type A Claims Reserve is maintained (the "**Control Agreement**" and, together with the Security Agreement, the "**Collateral Documents**"), pursuant to which (i) the security interest in the Type A Claims Reserve is perfected by control and (ii) together with the filing of one or more financing statements, the security interests created under the Security Agreement (of which Claimants holding Eligible Type A Claims are third-party beneficiaries) are perfected to the extent required by applicable law. The Collateral Documents secure the Trust's obligation to make Distributions to the Secured Party on

behalf of Claimants holding Eligible Type A Claims against DWLLC, the amount of which shall be determined, liquidated, or fixed by (x) a Judicial or Arbitral Claim Determination or (y) a Covered Claim Settlement; provided, that such security interests in favor of the Secured Party serve only to secure the Trust's obligations to make Distributions to Claimants holding Eligible Type A Claims against DWLLC; provided further, that the Secured Party's ability to pay or transfer any Distribution it receives is subject to the prior entry of an order of a court of competent jurisdiction that remains in effect and has not been stayed (1) requiring that the Secured Party use any Distributions it receives only to pay Eligible Type A Claims against DWLLC in accordance with this Agreement and (2) prohibiting the Secured Party from using such funds for any other purpose (the "**Secured Party Distributions Order**");

WHEREAS, in accordance with the Orders, subject to the terms of this Agreement and the Collateral Documents, the Trustee shall (a) manage the Contribution and any income, proceeds or other earnings received by the Trust thereon for the sole benefit of the Beneficiaries and, in respect of the Type A Claims Reserve, the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC) (collectively, the "**Trust Assets**"), (b) receive Covered Claim Submissions and determine Eligible Covered Claims under Section 4.2 hereof, (c) Distribute Trust Assets to or for the benefit of the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) in accordance with the Orders, this Agreement, and the Collateral Documents, and (d) transfer the remainder of and any income on the Trust Assets to EchoStar, and the Trust shall have no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary and consistent with the Orders and the purpose of the Trust. For the avoidance of doubt, the Trust has been established pursuant to the Orders for the purpose of resolving tort, breach of contract, or other Covered Claims and will remain subject to the Bureau's continuing jurisdiction in accordance with the Orders and this Agreement;

WHEREAS, the Trust is further intended to be exempt from the requirements of (a) the Securities Act of 1933, as amended ("**Securities Act**"), and any applicable state and local laws requiring registration of securities, and (b) the Investment Company Act of 1940, as amended.

NOW, THEREFORE, in accordance with the Orders, and in consideration of the promises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged and affirmed, the EchoStar Parties and the Trustee hereby agree as follows:

DECLARATION OF TRUST

The EchoStar Parties and the Trustee enter into this Agreement and the Collateral Documents to effectuate the distribution of the Trust Assets to the Beneficiaries and the Secured Party (solely on behalf of and to pay Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) (each, a "**Distribution**"; "**Distribute**," "**Distributing**" and "**Distributed**" have correlative meanings);

The Trust is hereby established as of the Trust Effective Date, on which date any and all rights, title and interests in and to the Trust Assets contributed or transferred to the Trust on or after the Trust Effective Date, together with any and all other property received or held from time

to time by the Trust, including any and all proceeds thereof and earnings thereon, shall vest in the Trust and to its successors in trust and shall comprise Trust Assets for all purposes hereof;

TO HAVE AND TO HOLD, unto the Trustee and its successors in trust; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that all Trust Assets, whether received by the Trust on or after the Trust Effective Date, are to be held and applied on behalf of the Trust by the Trustee on the terms and conditions set forth in this Agreement and the Collateral Documents, solely for the benefit of the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), and for no other party.

ARTICLE I

ESTABLISHMENT OF THE TRUST

1.1 Name of Trust. This Agreement shall be officially known as the "Wireless Creditor Trust."

1.2 Purpose of Trust. The EchoStar Parties and the Trustee, in accordance with the Orders, hereby create the Trust for the purpose of (a) holding, administering and liquidating the Trust Assets, (b) Distributing the Trust Assets to the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), (c) verifying the validity and eligibility of Covered Claims, (d) pursuant to the Collateral Documents, granting and perfecting security interests with respect to the Type A Claims Reserve in support of the entitlement of Claimants holding Eligible Type A Claims to receive Distributions and in support of the entitlement of the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) to receive Distributions under this Agreement and the Collateral Documents and to pay Eligible Type A Claims if and to the extent authorized by the Secured Party Distributions Order in accordance with this Agreement, and (e) performing such other duties as set forth herein. The Trust shall, in an expeditious and orderly manner in accordance with this Agreement and the Collateral Documents, facilitate Distributions to the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party).

1.3 Transfer of Trust Assets.

1.3.1 Conveyance of Trust Assets. Pursuant to the Orders, EchoStar shall cause Trust Assets to be contributed or transferred to the Trust from time to time in accordance with this Agreement and the Collateral Documents. Effective upon each such contribution or transfer, EchoStar hereby irrevocably assigns, transfers, conveys and delivers, and shall be deemed to have irrevocably assigned, transferred, conveyed and delivered, all of its right, title and interest in and to such Trust Assets to the Trust, to be held in trust for the benefit of the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) and administered, utilized and applied as specified in this Agreement and the Collateral Documents (subject to EchoStar's

right to receive any remaining Trust Assets upon termination of the Trust in accordance with this Agreement).

1.3.2 Cooperation. EchoStar shall, from time to time, as and when reasonably requested by the Trustee, execute and deliver or cause to be executed and delivered any necessary documents (in recordable form where necessary or appropriate), and the EchoStar Parties shall take or cause to be taken such further action reasonably requested by the Trustee as may be reasonably necessary to vest or perfect in the Trust or confirm or demonstrate to the Trustee title to and possession of the Trust Assets. The Trustee shall have no duty to arrange for any of the transfers contemplated under this Agreement and shall be conclusively entitled to rely on the legality and validity of such transfers.

1.4 Title to Trust Assets. All of EchoStar's right, title and interest in and to the Trust Assets contributed or transferred to the Trust shall automatically vest in the Trust upon such contribution or transfer, and such transfer is on behalf of the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), to establish the Trust.

1.5 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

1.6 Acceptance by Trustee. By signing below, the Trustee accepts the appointment as Trustee of the Trust.

ARTICLE II

ADMINISTRATION OF TRUST

2.1 Rights, Powers, and Privileges of Trustee Generally. Except as otherwise provided in this Agreement or any Collateral Document, as of the date that any Trust Assets are transferred to the Trust, the Trustee on behalf of the Trust may control and exercise authority over the Trust Assets, over the management and disposition thereof, and over the management and conduct of the affairs of the Trust. In administering the Trust Assets, the Trustee shall endeavor not to unduly prolong the Trust's duration, while avoiding undue haste in the administration of the Trust Assets.

2.2 Power to Contract. In furtherance of the purpose of the Trust, the Trustee shall have the right and power on behalf of the Trust, and also may cause the Trust, to enter into any covenants or agreements binding the Trust, and to execute, acknowledge and deliver any and all instruments that are reasonably necessary or deemed by the Trustee to be consistent with, and further the purpose of, the Trust, this Agreement and the Collateral Documents.

2.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. Nothing in this Agreement or any Collateral Document shall be deemed to prevent the Trustee from taking

or refraining to take any action on behalf of the Trust that, based upon the advice of counsel or other professionals, the Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the Trustee may owe the Beneficiaries, the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), or any other person under this Agreement or any Collateral Document.

2.4 Powers of Trustee. Without limiting the generality of the above Section 2.1, the Trustee shall have the power to take the following actions on behalf of the Trust and any powers reasonably incidental thereto that the Trustee, in its reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Trust, unless otherwise specifically limited or restricted by this Agreement or any Collateral Document:

(a) hold legal title to the Trust Assets and to any and all rights of the Beneficiaries or the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) in or arising from the Trust Assets;

(b) receive, maintain, conserve, supervise, collect, manage, adjust, invest and protect the Trust Assets, including causing the Trust to invest any moneys held as Trust Assets in accordance with the terms of Section 2.6 hereof and pay taxes and other obligations owed by the Trust from the Trust Assets (or any reserves established by the Trustee);

(c) open and maintain deposit accounts on behalf of or in the name of the Trust;

(d) cause the Trust to enter into any agreement or execute any document or instrument required by or consistent with this Agreement and the Collateral Documents, and to perform all obligations hereunder and thereunder;

(e) calculate and make (or cause to be made) all Distributions to the Beneficiaries, and, if the Trustee determines it to be necessary and appropriate, retain a disbursing agent (a "**Disbursing Agent**") to facilitate Distributions to Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), in each case, in accordance with this Agreement and the Collateral Documents;

(f) protect and enforce the rights to the Trust Assets vested in the Trust and Trustee by this Agreement and the Collateral Documents by any method deemed appropriate, including by judicial proceedings or otherwise;

(g) cause the Trust to employ or retain professionals, advisors, agents, independent contractors and third parties pursuant to this Agreement and the Collateral Documents and pay the reasonable compensation thereof solely out of Trust Assets;

(h) cause the Trust to pay all of its lawful costs, expenses, debts, charges, taxes and other liabilities, including fees and reasonable compensation (the "**Trust Expenses**"), and make all other payments relating to the Trust Assets, out of Trust Assets;

(i) calculate, authorize, and Distribute (or cause to be Distributed) to the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), after the provision for the payment of all Trust Expenses (including any taxes imposed on or payable by the Trust in respect of the Trust Assets and any professional fees) incurred by the Trustee or the Trust and any additional amount determined to be necessary or appropriate by the Trustee to adequately reserve for Trust Expenses that shall be payable out of the Trust Assets;

(j) in the exercise of its business judgment and following the Trust Effective Date, determine to allocate a portion of the Trust Assets to fund the Trust;

(k) coordinate with EchoStar, as necessary, and the Disbursing Agent with respect to Distributions;

(l) cause the Trust to withhold from any Distribution to any person the maximum amount needed to pay any tax or other charge that the Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such Distribution under the income tax or other laws of the United States or of any state or political subdivision thereof;

(m) filing or causing to be filed all federal, state, and local tax returns and information returns required to be filed by or on behalf of the Trust in a timely and accurate manner;

(n) computing, reporting, and paying or causing to be paid any and all federal, state, and local income taxes, estimated taxes, and other taxes imposed on the Trust or its income;

(o) making or causing to be made timely estimated tax payments as required under applicable law to avoid the imposition of penalties or interest;

(p) cause the Trust to establish such reserves for Trust Expenses as may be necessary and appropriate for the proper operation of matters incident to the Trust;

(q) cause the Trust to purchase and carry all insurance policies that the Trustee deems reasonably necessary or advisable and to pay all associated insurance premiums and costs;

(r) undertake all administrative functions of the Trust, including overseeing the wind-down and termination of the Trust;

(s) exercise, implement, enforce, and discharge all of the applicable and relevant terms, conditions, powers, duties, and other provisions of this Agreement and the Collateral Documents; and

(t) take all other actions consistent with the Orders that the Trustee deems reasonably necessary or desirable to administer the Trust.

Notwithstanding anything herein to the contrary, the Trust shall not at any time (i) enter into or engage in any trade or business (other than the management and disposition of the Trust Assets), and no part of the Trust Assets or the proceeds, revenue or income therefrom shall be used or disposed of by the Trust in furtherance of any trade or business, or (ii) except as provided in Section 2.6 hereof, reinvest any Trust Assets.

2.5 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants, appraisers, valuation experts, transfer agents, disbursing or distribution agents, and other agents or professionals the Trustee believes have qualifications necessary to assist in the administration of the Trust, and the Trustee may terminate any such agent or professional in its discretion. For the avoidance of doubt, and without limitation of applicable law, nothing in this Agreement shall limit the Trustee from engaging counsel or other professionals, including the Trustee itself or the Trustee's firm or their affiliates, to perform services for the Trust. The reasonable salaries, fees and expenses of such professionals are Trust Expenses that shall be paid by the Trustee from the Trust Assets in the ordinary course no more often than once per month.

2.6 Investment of the Trust Assets.

(a) The Trustee shall invest and reinvest the Trust Assets in Marketable Securities, in each case only at the written direction (the "**Investment Direction**"), substantially in the form of **Schedule I** annexed to this Agreement, from time to time, of an authorized person of an investment manager that may be appointed by the Trustee (the "**Investment Manager**") in writing in substantially the form of **Schedule II** annexed to this Agreement from time to time, subject to the other terms and conditions of this Agreement. For purposes of this Agreement, "**Marketable Securities**" means any quoted privately placed bonds issued in a broadly syndicated transaction pursuant to Rule 144A or Regulation S under the Securities Act of 1933, as amended, and publicly traded and quoted equity securities, debt securities, notes, bonds, debentures or convertible securities, all of which must be clearable through Depository Trust and Clearing Corporation, the Federal Reserve System, Euroclear Bank, and Clearstream Banking S.A., and are issued by any person that is not an EchoStar Party, and including cash and cash-equivalent investments, including money market funds, deposits, and interest-bearing accounts. The Investment Manager is independent of the Trustee, the EchoStar Parties, AT&T, SpaceX, and the Beneficiaries; is a neutral third party, free of any conflicts of interest, including financial interests in EchoStar, AT&T, or SpaceX; and has not been employed by EchoStar, AT&T, SpaceX, or any Beneficiary within the past five years.

(b) Trust Assets and/or investment instructions received by the Investment Manager after 11:00 a.m. New York time shall be treated as if received on the following day that is not a Saturday or Sunday or a day on which commercial banks in New York are authorized or required by law to be closed, and the Trustee shall have no obligation to invest such Trust Assets or act upon such instructions on the date of receipt. If written investment instructions are not received by the Trustee from an authorized person of the Investment Manager, the Trust Assets shall remain in an interest-bearing account designated by the Trustee.

(c) Neither the Trustee nor the Investment Manager shall have responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Trust Assets. Without limiting the foregoing, the Trustee (i) shall not provide supervision, recommendations or advice relating to investment of the Trust Assets, (ii) shall have no duty to monitor market value, investment ratings or suitability of investments, (iii) shall not be responsible for determining if any investment election made for the Trust Assets is a permitted investment for the Trust Assets under any eligible investment requirements or similar restrictions under any agreements to which EchoStar is party, or if EchoStar meets any investor eligibility requirements for any such investment, and (iv) shall not act, or be deemed to act, as an investment manager or adviser to EchoStar in respect of any selection of investments hereunder. Investments of the Trust Assets shall be further subject to all disclaimers and other notices regarding investments set forth in any fee letters executed between the Trustee and EchoStar. Any interest, proceeds or other income received on investment, reinvestment or liquidation of any Trust Assets shall become part of the Trust Assets upon receipt thereof, and any losses incurred from such investment and reinvestment of the Trust Assets shall be debited against and reduce the Trust Assets.

(d) All Trust Assets received by the Trustee and deposited in the Trust for the benefit of the Trust shall, until Distributed under this Agreement, be held in trust for the benefit of the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party). Neither the Trust nor the Trustee shall have any liability for interest or producing income on any moneys received by them and held for the benefit of or Distribution to the Beneficiaries or the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) except as such interest or income shall actually be received by the Trust or Trustee (for the benefit of the Trust), which shall then become Trust Assets, subject to the terms of this Agreement and the Collateral Documents.

2.7 Maintenance and Disposition of Trust Records. The Trustee shall maintain accurate records of the administration of Trust Assets, including receipts, disbursements, Distributions and other activity of the Trust. The books and records maintained by the Trustee shall be disposed of by the Trustee at the later of (a) such time as the Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Trust, its Beneficiaries, or the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), and (b) upon the termination and completion of the winding down or dissolution of the Trust.

2.8 Reporting Requirements. On or before the date that is thirty (30) days after the end of each calendar quarter (which deadline may be extended with the advance written consent of the EchoStar, DWLLC and the Bureau), the Trustee shall provide EchoStar, DWLLC and the Bureau with a report containing information for the preceding quarter, including: (a) the number of Covered Claims submitted to the Trust; (b) the Covered Claim categories and aggregate amounts of the Covered Claims submitted to the Trust; (c) the aggregate amount of Distributions made by category of Covered Claim; (d) the aggregate amount of Trust Expenses actually disbursed and the categories of such Trust Expenses; and (e) the balance of the Trust Assets as of the end of the preceding quarter. The Trustee shall also provide EchoStar, DWLLC and the Bureau with such

information and reports that they may reasonably request concerning the administration of the Trust.

2.9 No Bond Required; Procurement of Insurance. Notwithstanding any state law or other applicable law to the contrary, the Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Trustee shall obtain reasonable insurance coverage for itself, its agents, representatives, employees or independent contractors, including coverage with respect to the liabilities, duties and obligations of the Trustee and its agents, representatives, employees or independent contractors under this Agreement and the Collateral Documents. The cost of any such insurance coverage shall be a Trust Expense and paid out of Trust Assets.

2.10 Identity Verification.

(a) Each Beneficiary and any other Party to or person or entity identified in this Agreement or any Collateral Document (each, an "**Identified Party**"), as a condition to receiving any Distribution, shall, upon request by the Trustee at any time (including at execution of this Agreement and at any subsequent time determined necessary by the Trustee in its sole discretion), promptly provide the following:

(i) in the case of a natural person: (A) a certified copy of a current government-issued photographic identification document (e.g., passport, national identity card, or driver's license); (B) documentary evidence of current residential address (e.g., a utility bill or bank statement dated within three (3) months of the request); (C) a certified copy of any relevant power of attorney, if acting in a representative capacity; and (D) such other information or documentation as the Trustee may reasonably require;

(ii) in the case of a legal entity: (A) certified copies of constitutional documents (e.g., certificate of incorporation, articles of association, or equivalent); (B) a current register of directors and officers; (C) documentary evidence of the entity's registered address and principal place of business; (D) details of the entity's ultimate beneficial owners holding, directly or indirectly, ten percent (10%) or more of voting rights or ownership interests (or such lower threshold as applicable law requires); and (E) such other information or documentation as the Trustee may reasonably require.

(b) Verification Procedures. The Trustee shall verify the identity of all Identified Parties in accordance with applicable law and maintain records of all identity verification documentation obtained pursuant to this Article for a minimum period of five (5) years following the later of: (a) the date of verification; or (b) the termination or winding up of the Trust.

(c) Failure to Cooperate. If any Identified Party fails to provide required identity verification documentation within thirty (30) days of a request (or such extended period as the Trustee may permit in writing), the Trustee shall be entitled, without liability, to: (a) suspend any Distribution or other dealing in favor of such Identified Party; (b)

withhold the exercise of any discretionary powers in favor of such Identified Party; and/or (c) take such other action as may be required under applicable law, including reporting the matter to relevant authorities.

2.11 Internal Data Privacy and Protection.

(a) Definitions. For purposes of this Section 2.11:

(i) "**Applicable Data Protection Laws**" means all laws and regulations applicable to the processing of Personal Data in connection with the Trust, including, applicable state and federal privacy laws in the United States (including, where applicable, the California Consumer Privacy Act ("**CCPA**")), and any implementing or successor legislation.

(ii) "**Data Controller**" means the party who, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

(iii) **"Data Processor**" means any party that processes Personal Data on behalf of a Data Controller.

(iv) "**Personal Data**" means any information relating to an identified or identifiable natural person, as defined under applicable data protection legislation.

(v) "**Processing**" has the meaning given to it under applicable data protection legislation, and includes collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, restriction, erasure, or destruction of Personal Data.

(b) Roles of the Parties. The Trustee shall process Personal Data relating to Identified Parties solely for the purposes of: (a) administering and managing the Trust in accordance with this Agreement, the Collateral Documents and applicable law; (b) complying with its legal and regulatory obligations, including KYC, AML, CTF, and sanctions screening obligations; and (c) establishing, exercising, or defending legal claims. The Trustee shall act as Data Controller in respect of such Personal Data and shall process it in accordance with Applicable Data Protection Laws.

(c) Data Security and Retention. The Trustee shall implement and maintain appropriate technical and organizational security measures to protect Personal Data against unauthorized access, disclosure, alteration, or destruction. In the event of a personal data breach likely to result in a risk to the rights of any individual, the Trustee shall notify affected Identified Parties and relevant supervisory authorities within the timeframes required by Applicable Data Protection Law. Personal Data shall be retained only for as long as necessary to fulfill the purposes for which it was collected, or as required by applicable law. Upon expiry of the applicable retention period, Personal Data shall be securely deleted or anonymized.

(d) Rights of Data Subjects. To the extent required by Applicable Data Protection Law, the Trustee shall facilitate the exercise by Identified Parties of their data

subject rights, including the right of access, rectification, erasure, restriction of processing, and objection. Requests should be directed to the Trustee.

(e) Confidentiality. Except as specifically set forth in this Agreement, the Trustee and its officers, directors, employees, agents, delegates and professionals shall treat all information relating to the Trust (including the identity of Beneficiaries and the Trust's assets) as strictly confidential and shall not disclose such information to any third party except: (a) as required by applicable law or regulation; (b) to professional advisors engaged in connection with the Trust, subject to equivalent confidentiality obligations; or (c) as authorized in writing by EchoStar. This obligation survives the termination of this Agreement.

2.12 KYC, Anti-Money Laundering and Sanctions.

(a) The Trustee shall conduct KYC due diligence on Identified Parties and their beneficial owners prior to making any Distribution.

(b) Each Identified Party undertakes not to use the Trust or its assets for money laundering, terrorist financing, or any violation of applicable AML/CTF laws, and shall promptly notify the Trustee of any relevant breach. The Trustee shall be entitled, and where required obligated, to disclose information to any competent authority without notice to any Identified Party where disclosure is required or where tipping-off prohibitions apply and shall not be liable for any loss arising from any good faith disclosure.

(c) Each Claimant represents and warrants on a continuing basis that they are not, and are not owned or controlled by, any person subject to economic or financial sanctions administered by any applicable authority (a "**Sanctioned Person**"), and that no Trust assets are held for the benefit of a Sanctioned Person. If the Trustee determines or reasonably suspects that any Claimant is a Sanctioned Person or that any Trust asset is subject to sanctions, the Trustee may, without liability, refuse any Distribution and/or make any required disclosure to the relevant authority.

ARTICLE III

CLAIMS ADMINISTRATION

3.1 Claims Administration Process. From and after the Trust Effective Date, the Trustee shall be solely responsible for verifying the validity and eligibility of a Covered Claim.

3.2 Register; Trust Interests. The Trustee or the Disbursing Agent, shall be responsible for maintaining (or engaging a claims agent to maintain) a register (the "**Register**") for purposes of recording ownership of Trust Interests. For purposes of this Agreement, "**Trust Interests**" means, with respect to each Beneficiary, the beneficial interests held by such Beneficiary in the Type A Claims Reserve (on account of an Eligible Type A Claim) and in the other Trust Assets (on account of Eligible Type B-1 Claims and Eligible Type B-2 Claims), expressed as percentages equal to: (a) the Eligible Type A Claim of such Beneficiary divided by the aggregate of all Eligible Type A Claims of all Beneficiaries; (b) the Eligible Type B-1 Claim of such Beneficiary divided by the aggregate of all Eligible Type B-1 Claims of all Beneficiaries; and (c) the Eligible Type B-

2 Claim of such Beneficiary divided by the aggregate of all Eligible Type B-2 Claims of all Beneficiaries. No transfer of a Trust Interest shall be effective unless and until recorded in the Register. The Disbursing Agent shall be authorized to take direction from the Trustee as to adjustments to the Register including to reflect the determination that a Covered Claim is an Eligible Covered Claim or that a claim is a Denied Claim. The Trustee or Disbursing Agent shall, upon the written request of a Beneficiary (and at the Beneficiary's expense), provide reasonably adequate documentation evidencing such Beneficiary's Trust Interest, as indicated on the Register.

3.3 Distributions. The Trustee or Disbursing Agent shall be responsible for administering Distributions of Trust Assets under Article IV of this Agreement to Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) in accordance with the Orders, the Agreement, and the Collateral Documents. The Trust shall be responsible for the payment of all Trust Expenses associated with the Trustee or Disbursing Agent's administration of the Distributions, which fees, costs and expenses shall be paid solely from Trust Assets no more often than once per month.

3.4 Taxes, Fees and Expenses. Other than as set forth in this Agreement or any Collateral Document, the Trustee shall be responsible for the payment of all taxes, fees, costs and expenses associated with administration of the Trust, including taxes on the earnings of the Trust and the fees and expenses incurred by professionals selected by the Trustee and any Disbursing Agent engaged by the Trustee, and such taxes, fees, costs and expenses shall be payable solely from Trust Assets.

ARTICLE IV

DISTRIBUTION OF TRUST ASSETS

4.1 Distribution of Trust Assets. Subject to Section 5.4 hereof, following the contribution or transfer of Trust Assets to the Trust, the Trustee shall make continuing efforts on behalf of the Trust to Distribute all Trust Assets to the Claimants on account of Eligible Covered Claims in accordance with this Agreement and the Collateral Documents, and to Distribute Trust Assets to EchoStar upon termination of the Trust pursuant to Article VIII hereof. In making Distributions hereunder, the Trustee shall be bound by: (a) any final and non-appealable judgment by or order of a court of competent jurisdiction or a final and binding arbitration award that is no longer subject to appeal or any analogous challenge or review, in either case awarding or allowing damages under applicable law against an EchoStar Party for a Covered Claim, including as such damages shall have been reduced by the Claimant's duty to mitigate damages (a "**Judicial or Arbitral Claim Determination**"); and (b) any definitive written settlement between a Claimant and one or more EchoStar Parties providing that such Claimant's Covered Claim is an Eligible Covered Claim, providing whether such Eligible Covered Claim is a Type A Claim, a Type B-1 Claim, or a Type B-2 Claim, and fixing the amount of such Eligible Covered Claim, and under which all conditions to effectiveness have been satisfied or waived (a "**Covered Claim Settlement**"). Any Distributions to a Claimant on account of an Eligible Covered Claim: (i) are subject to the Claimant's execution of a full and complete release and discharge of any and all Covered Claims against the EchoStar Parties, in a form prepared and promulgated by the Trustee that is acceptable to EchoStar and DWLLC; and (ii) shall be reduced by the aggregate amount of any payments received by the Claimant on account of its Covered Claim from any source that is

not the Trust (a "**Third-Party Payment**"). Notwithstanding anything to the contrary in this Agreement, no Claimant shall recover more than the full amount of its Eligible Covered Claim from the Trust or the Secured Party, as applicable, including after taking into account any Third-Party Payments. No Distribution shall be made unless, after giving effect to such Distribution, the Trust would retain sufficient Trust Assets to pay or reimburse in full in cash all Trust Expenses then incurred or that the Trustee reasonably expects to be incurred.

4.2 Distribution Procedures.

4.2.1 Covered Claim Categories and Distributions. In accordance with the Orders, the Trust shall satisfy Covered Claims that the Trustee validates and determines to be eligible to receive a Distribution from the Trust (collectively, the "**Eligible Covered Claims**"). The Orders categorize the following Covered Claims and provide that Eligible Covered Claims shall receive Distributions in the following manner, subject in each case to the terms of this Agreement, including payment of Trust Expenses as such amounts become due:

(a) Type A Claims.

(i) "**Type A Claim**" means a Covered Claim for $100,000.00 or less in damages, including a Covered Convenience Claim (as defined below).

(ii) "**Eligible Type A Claim**" means an Eligible Covered Claim that is a Type A Claim.

(iii) The Trust shall make full Distributions on an Eligible Type A Claim (including a Covered Convenience Claim) from the Type A Claims Reserve promptly after the Trustee determines that such Type A Claim is an Eligible Covered Claim; provided that: (A) any Distribution received by the Secured Party on account of an Eligible Type A Claim (including a Covered Convenience Claim) may, in turn, be paid or transferred to the applicable Claimant only after entry of the Secured Party Distributions Order, which shall then be in effect and not have been stayed; (B) the Trust shall be entitled, in its discretion and for administrative convenience, to elect to make Distributions on any Eligible Type A Claim directly to the applicable Claimant on five (5) Business Days' notice to the Secured Party, notwithstanding the Secured Party's security interest in the Type A Claims Reserve; and (C) any Distribution to a Claimant holding an Eligible Type A Claim against any EchoStar Party other than DWLLC shall be made by the Trust in accordance with this Agreement.

(iv) The Trustee shall from time to time make a reasonable estimate, based on Covered Claim Submissions or other information, including consultation with EchoStar or DWLLC, of the aggregate amount of Type A Claims that the Trustee may determine to be Eligible Type A Claims (such estimated Eligible Type A Claims, the "**Type A Estimated**

Eligible Claims"). The Trustee shall at all times maintain a reserve of Trust Assets, in an amount sufficient to satisfy in full all Type A Estimated Eligible Claims and initial Trust Expenses, in a segregated bank account in the name of the Trust, subject to the Collateral Documents in favor of the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) (the "**Type A Claims Reserve**"). Notwithstanding anything to the contrary in this Agreement, the Trustee shall not make any Distribution on account of an Eligible Type B-1 Claim or an Eligible Type B-2 Claim unless, after giving effect to such Distribution, the Trust will retain Trust Assets in an amount at least equal to the Type A Claims Reserve. If all Eligible Type A Claims are paid in full, any remaining amounts in the Type A Claims Reserve shall become available for Distribution to other Eligible Covered Claims under the terms of this Agreement.

(b) Type B-1 Claims.

(i) "**Type B-1 Claim**" means a Covered Claim to the extent it is for (A) outstanding amounts due as of the earlier of: (1) December 31, 2025; and (2) the date the Claimant received notice from an EchoStar Party that it is excused from its obligations or commitments under the agreements underlying the Covered Claim; and/or (B) amounts expended or reasonably expected to be expended by the completion of the Covered Activities (e.g., costs for decommissioning towers and cell sites, costs for electricity used).

(ii) "**Eligible Type B-1 Claim**" means an Eligible Covered Claim that is a Type B-1 Claim.

(iii) The Trust shall make the first Distribution on an Eligible Type B-1 Claim within thirty (30) days of the first Semi-Annual Determination Date (as defined below) that follows the Trustee's determination that such Type B-1 Claim is an Eligible Covered Claim, subject to maintenance of the Type A Claims Reserve. The Trustee shall continue to make Distributions on such Eligible Type B-1 Claim within thirty (30) days after each subsequent Semi-Annual Determination Date until (A) all Eligible Type B-1 Claims are paid in full, (B) if insufficient Trust Assets remain to make Distributions on all Eligible Type B-1 Claims in an amount sufficient to satisfy such Eligible Type B-1 Claims in full, such Eligible Type B-1 Claims receives pro rata Distributions from the remaining Trust Assets, or (C) no Trust Assets remain, in which case the Trustee shall wind down the Trust in accordance with this Agreement.

(c) Type B-2 Claims.

(i) "**Type B-2 Claim**" means a Covered Claim to the extent it is for (A) lost future rents or profits and other future amounts (e.g., future taxes, insurance) due under agreements (including leases) for Covered

Activities that have been terminated, and/or (B) costs incurred for Covered Activities that the Claimant reasonably expected to be paid out of future receipts.

(ii) "**Eligible Type B-2 Claim**" means an Eligible Covered Claim that is a Type B-2 Claim.

(iii) If after five (5) years from the Claims Opening Date (as defined below) all Eligible Type A Claims and Eligible Type B-1 Claims shall have received Distributions in amounts sufficient to satisfy such Eligible Covered Claims in full and sufficient Trust Assets remain to pay all Trust Expenses, then the Trust shall make Distributions sufficient to satisfy each Eligible Type B-2 Claim in full or, if insufficient Trust Assets remain to satisfy each Eligible Type B-2 Claim in full, then such Eligible Covered Claims shall receive pro rata Distributions from the remaining Trust Assets; provided, however, that if before five (5) years from the Claims Opening Date all Eligible Type A Claims and Eligible Type B-1 Claims shall have been paid in full or there are no remaining Trust Assets, the Trustee may accelerate Distributions to Eligible Type B-2 Claims or wind down the Trust in accordance with this Agreement, as applicable.

(d) Settled Covered Claims. Notwithstanding anything to the contrary in this Agreement, a Covered Claim shall be treated as an Eligible Covered Claim if it is the subject of: (i) a Covered Claim Settlement and (ii) a timely Covered Claim Submission. Any such Eligible Covered Claim shall receive a Distribution within thirty (30) days after the next Semi-Annual Determination Date following the Trustee's determination that such Covered Claim is an Eligible Covered Claim; provided that any such Distribution shall remain subject to (A) the payment of Trust Expenses, (B) maintenance of the Type A Claims Reserve until all Eligible Type A Claims shall have received Distributions that satisfy such Eligible Covered Claims in full (as such Distributions may be reduced for any Third-Party Payments), (C) the Claimant's execution of the release required by Section 4.1, and (D) all other requirements of this Agreement and the Collateral Documents.

4.2.2 Covered Secured Party Claims. Subject to entry of the Secured Party Distributions Order and notwithstanding anything to the contrary in this Agreement, a Covered Claim held by the Secured Party against the Trust on account of the Secured Party's payment obligation to a Claimant holding an Eligible Type A Claim shall be deemed to be an Eligible Covered Claim automatically after the fifth (5th) Business Day following the Secured Party's submission of such Covered Claim to the Trustee (which submission may be made via email) contingent on the Secured Party providing prompt written confirmation to the Trustee of its payment of such Eligible Type A Claim from the Distribution. To the extent the Secured Party receives a Distribution from the Trust for the purpose of paying an Eligible Type A Claim, the Secured Party shall hold such funds in trust solely for the benefit of such Claimant and shall use such funds solely to pay such Eligible Type A Claim in accordance with this Agreement and the Secured Party Distributions Order. If the Trustee disputes any Covered Claim submitted by the Secured

Party, the Trustee and the Secured Party shall confer in good faith to resolve such dispute. If such dispute is not resolved within ten (10) Business Days after notice is provided to the Secured Party of the dispute, either the Trustee or the Secured Party may seek resolution of the dispute in any court of competent jurisdiction.

4.2.3 Covered Subrogation Claims. A claim held by a person or entity ("**Subrogee**") against an EchoStar Party arising by subrogation (whether by operation of law, contract or equity, and including a voluntary sale or transfer of a Covered Claim to Subrogee) as a result of Subrogee's full payment or full satisfaction of a Covered Claim (such claim, a "**Covered Subrogation Claim**") shall be entitled to make a Covered Claim Submission on account of such Covered Subrogation Claim. If the Trustee determines that such Covered Subrogation Claim is an Eligible Covered Claim, the Subrogee shall be entitled to the same Distribution on account of the Eligible Covered Subrogation Claim that the Covered Claim to which such right of subrogation relates would have received from the Trust if such Covered Claim had not been paid or satisfied by Subrogee.

4.2.4 Covered Claim Submissions. On or before the date that is thirty (30) days after the Trustee's appointment, the Trustee shall have:

(a) established an online portal (the "**Trust Website**") for the submission of Covered Claims for the Trust's review, validation and determination of whether Covered Claims are Eligible Covered Claims (each such submission, a "**Covered Claim Submission**"); and

(b) begun accepting Covered Claim Submissions through the Trust Website.

The date on which the Trust begins accepting Covered Claim Submissions is referred to herein as the "**Claims Opening Date**."

4.2.5 Sole Source of Recovery. Except as any EchoStar Party may otherwise agree in writing, any Claimant that makes a Covered Claim Submission agrees that its sole source of recovery on account of its Covered Claim is the Trust, and that, subject to execution of a release in form and substance acceptable to EchoStar and DWLLC, such Covered Claim Submission constitutes a voluntary irrevocable waiver and release by the Claimant of any legal rights it may have against any EchoStar Party to otherwise recover against or enforce the Judicial or Arbitral Claim Determination or Covered Claim Settlement on which the Covered Claim is based; provided, however, that making a Covered Claim Submission does not and shall not be deemed to adversely impact the jurisdiction of any court of competent jurisdiction or arbitration tribunal to reconsider any determination by the Trustee in accordance with Section 4.2.13 of this Agreement.

4.2.6 Notice of Claims Opening Date. On or before the date that is thirty (30) days after the Claims Opening Date, EchoStar shall give notice to all known or reasonably ascertainable potential Claimants of the establishment of the Trust and the Trust Website. EchoStar shall have no obligation to provide publication notice (whether in print, online, or by other means), and EchoStar's provision of notice to any potential Claimant shall not

be deemed to be an admission by any EchoStar Party that any such Claimant holds a valid Covered Claim or a waiver of any EchoStar Party's rights, claims, or defenses.

4.2.7 Semi-Annual Determination Date. Beginning on the date that is six (6) months after the Claims Opening Date and continuing every six (6) months thereafter (each such date, the "**Semi-Annual Determination Date**"), the Trustee shall determine whether the Trust has sufficient Trust Assets to satisfy in full all of the pending Type B-1 Claims after payment of the Trust Expenses and maintenance of the Type A Claims Reserve.

4.2.8 Covered Claim Submission Deadline. The notice referenced in Section 4.2.6 above shall specify the deadline by which a Claimant must make a Covered Claim Submission or be forever barred from asserting its Covered Claim against the Trust and from receiving Distributions on such Covered Claim from the Trust (the "**Covered Claim Submission Deadline**"). The Covered Claim Submission Deadline shall be the date that, with respect to each Claimant, is the later of: (a) 180 days after the Claims Opening Date, as the Trustee may extend such date from time to time with EchoStar's prior written consent; and (b) forty-five (45) days after a Judicial or Arbitral Claim Determination or Covered Claim Settlement.

4.2.9 Eligible Covered Claims. For each Claimant that makes a Covered Claim Submission, the Trustee shall determine whether such Covered Claim is an Eligible Covered Claim. The Trustee shall determine a Covered Claim to be an Eligible Covered Claim only if the holder of a Covered Claim shall have:

(a) obtained or entered into, as applicable:

(i) a Judicial or Arbitral Claim Determination; or

(ii) a Covered Claim Settlement; and

(b) timely made the Covered Claim Submission, in the manner to be specified on the Trust Website, including by:

(i) if applicable, uploading to the Trust Website a true and correct copy of a Judicial or Arbitral Claim Determination, including, if applicable, any determination that the Covered Claim is an Eligible Covered Claim, including any determination by such court or tribunal regarding the extent to which such Eligible Covered Claim is a Type A Claim, Type B-1 Claim, or Type B-2 Claim and the amount of such Eligible Covered Claim within each category;

(ii) uploading to the Trust Website documentation sufficient to demonstrate the extent to which the Judicial or Arbitral Claim Determination or Covered Claim Settlement is for a Covered Claim, which documentation may include copies of relevant agreements, invoices or correspondence;

(iii) if the category or categories of the Covered Claim and corresponding amount or amounts shall not have been determined by a Judicial or Arbitral Claim Determination or Covered Claim Settlement, asserting the extent to which the Covered Claim is a Type A Claim, Type B-1 Claim, or Type B-2 Claim; provided that, if the Covered Claim includes both a Type B-1 Claim and a Type B-2 Claim, the Claimant shall specify the dollar amounts of each such component of its Covered Claim;

(iv) if the Claimant holds a Covered Claim in an amount that exceeds $100,000.00, indicating whether the Claimant agrees to voluntarily reduce its claim to $100,000.00 and be treated in all respects as a Type A Claim (a "**Covered Convenience Claim**"); and

(v) certifying that Claimant has not received any Third-Party Payment or, if the Claimant has received a Third-Party Payment, specifying the aggregate amount thereof.

4.2.10 Third-Party Payments. If a Claimant receives any Third-Party Payment after making a Covered Claim Submission, such Claimant shall notify the Trustee within ten (10) Business Days, and the Trustee shall be entitled to adjust any Distributions made to such Claimant on account of the Third-Party Payment. Any failure of a Claimant to timely notify the Trustee of a Third-Party Payment after receiving a Distribution shall result in the Claimant owing the Trust annualized interest at the federal judgment rate on the amount of such Third-Party Payment for each Business Day after the applicable 10-day period specified above until the Trustee is notified.

4.2.11 Notice of Eligible Covered Claim. Upon the Trustee's determination that a Covered Claim is an Eligible Covered Claim, the Trustee shall promptly notify the Claimant via email of such determination and the projected timing of any initial or other Distribution on such Eligible Covered Claim (such notice, an "**Eligible Covered Claim Notice**").

4.2.12 Notice of Denied Claim. Upon the Trustee's determination that a claim is not an Eligible Covered Claim (a "**Denied Claim**"), the Trustee shall promptly notify the Claimant via email of such determination, which notice shall contain a reasonably detailed explanation of the Trustee's determination (such notice, a "**Denied Claim Notice**").

4.2.13 Reconsideration Procedure.

(a) Claimant's sole recourse with respect to the Trustee's determination is to make a request to the Trustee for reconsideration or to proceed before a court of competent jurisdiction.

(b) A Claimant may make a reconsideration request or proceed before a court of competent jurisdiction seeking relief with respect to (i) its Denied Claim or (ii) the amount(s) or allocation of its Eligible Covered Claim as between a Type A Claim, a Type B-1 Claim, and a Type B-2 Claim (each, a "**Reconsideration Request**"), in each case within thirty (30) days of the Trustee sending a Denied

Claim Notice or Eligible Covered Claim Notice to the Claimant, as applicable. Any Claimant that fails to submit a Reconsideration Request to the Trust or proceed before a court of competent jurisdiction by such deadline shall be deemed to accept the Denied Claim or the amount(s) or allocation of its Eligible Covered Claim.

(c) The Claimant may submit further evidence in support of the Denied Claim or Eligible Covered Claim with the Reconsideration Request. The Trustee will have sole discretion whether to grant the Reconsideration Request. The decision to grant the Reconsideration Request does not guarantee that the Trustee will reach a different result after reconsideration.

(d) If the Reconsideration Request is denied, the Trustee will notify the Claimant within thirty (30) days of receiving the request that it will not reconsider the Denied Claim or the Eligible Covered Claim, as applicable.

(e) If the Reconsideration Request is granted, the Trustee will provide the Claimant written notice within thirty (30) days of receiving the Reconsideration Request that it is reconsidering the Claimant's Denied Claim or Eligible Covered Claim. The Trustee will then reconsider the Denied Claim or Eligible Covered Claim, including all new information provided by the Claimant in the Reconsideration Request, and will have the discretion to maintain or alter the prior determination as set forth in a further written notice to the Claimant to be issued within sixty (60) days of the Trustee sending the notice of reconsideration to the Claimant.

4.2.14 Withholding. The Trust may withhold or deduct from amounts distributable to any person or entity any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including tax withholding in accordance with Section 4.5 below).

4.2.15 Delivery of Distributions. Any Distribution to a Claimant shall be made: (a) by check, wire transfer or other electronic payment method; (b) in the name of the Claimant; and (c) at the address or to the account (i) included in the Claimant's Covered Claim Submission or (ii) set forth in any written notices of address or account changes delivered to the Trustee after the date of any related Covered Claim Submission. If any Distribution or other communication from the Trust is returned as undeliverable, no further Distribution shall be made to such Claimant unless the Trustee is notified in writing of such Claimant's then-current address. Except as required by law, the Trustee (or its duly authorized agent) shall have no obligation to locate any Claimant. Any Trust Assets that are undistributable in accordance with this Section 4.2.15 shall revert to the Trust notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary, subject in all cases to the entry of an order by a court of competent jurisdiction authorizing such treatment of undistributable Trust Assets. The Covered Claim with respect to such undistributable amount shall be deemed released, settled, compromised and forever barred, and the undistributable amount shall be reallocated to the other Eligible Covered Claims in accordance with Section 4.2.1 of this Agreement.

4.2.16 Negotiation of Checks; Reissuance. Checks issued to Claimants shall be null and void if not negotiated within one hundred eighty (180) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by the Beneficiary to which such check was originally issued. Any requests for reissuance in respect of such a voided check shall be made within one hundred eighty (180) calendar days after the date of issuance of such check. If no request is made as provided in the preceding sentence, the check shall be deemed undistributable in accordance with this Agreement.

4.2.17 Trustee Discretion. The Trustee shall have the discretion to determine the timing of Distributions in the most efficient and cost-effective manner possible; provided, however, that the Trustee's discretion may not be exercised in a manner inconsistent with any other provision of this Agreement or any Collateral Document.

4.3 Right to Rely on Professionals. Without limitation of the generality of Section 6.6 of this Agreement, in determining the amount of any Distribution of Trust Assets to the Beneficiaries or the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), the Trustee may rely and shall be fully protected in relying on the advice and opinion of the Trust's counsel, financial advisors, accountants, and other professionals.

4.4 Method and Timing of Distributions. Distributions of Trust Assets to the Beneficiaries or the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) hereunder will be made from the Trust in accordance with the terms of this Agreement and the Collateral Documents.

4.5 Periodic Distribution; Withholding. The Trustee shall make Distributions from the Trust to Claimants on account of Eligible Covered Claims, other than Eligible Type A Claims, at least semi-annually, to the extent the Trustee determines that the Trust has sufficient cash available for Distribution from all net cash income and all other cash received by the Trust while maintaining the Type A Claims Reserve and sufficient Trust Assets to pay or reimburse all Trust Expenses. Subject to the other terms of this Agreement, the Trustee is authorized to make Distributions from the Trust to Claimants on account of Eligible Covered Claims from time to time following the Trust Effective Date if the Trustee determines, in the exercise of its business judgment and after consulting with its professionals, that making such Distribution is in the best interests of the Beneficiaries.

4.6 IRS Forms. The Trustee (or the Disbursing Agent) may require any holder of an Eligible Covered Claim to complete the appropriate IRS Form W-8 or IRS Form W-9 as a prerequisite to receiving any Distributions. If a holder of an Eligible Covered Claim does not so provide to the Trustee (or Disbursing Agent) within ninety (90) days of written request with all documentation, that in the Trustee's reasonable business judgment, is necessary to determine that all tax withholding and reporting requirements for such Eligible Covered Claim, including an IRS Form W-8 or IRS Form W-9, the Distribution on such Eligible Covered Claim shall be deemed forfeited, disallowed and expunged in its entirety and the funds shall become Trust Assets and redistributed to the other holders of Covered Claims in accordance with the terms of this Agreement and the Collateral Documents.

ARTICLE V

BENEFICIARIES

5.1 Interest Beneficial Only. The ownership of a Trust Interest shall not entitle any Beneficiary to any title in or to, or possession, management or control of, any of the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

5.2 Ownership of Beneficial Interests Hereunder. Each Beneficiary shall own a Trust Interest that shall, subject to Section 5.7 of this Agreement, be entitled to a Distribution in the amounts, and at the times, set forth in this Agreement and the Collateral Documents.

5.3 Evidence of Beneficial Interest. Ownership of a Trust Interest in the Trust shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the Register maintained by the Trustee or the Disbursing Agent.

5.4 No Right to Accounting. Subject to the rights of EchoStar, DWLLC and the Bureau to receive reporting from the Trustee under Section 2.8 of this Agreement, neither the Beneficiaries nor their successors, heirs, assigns, subrogees, creditors, or any other person or entity shall have any right to an accounting by the Trustee, and the Trustee shall not be obligated to provide any accounting to any such person or entity. Nothing in this Agreement or any Collateral Document is intended to require the Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Trust or as a condition for making any advance, payment, or Distribution out of proceeds of Trust Assets.

5.5 No Standing. Except as expressly provided in this Agreement or any Collateral Document, including an Investment Direction under Section 2.6 of this Agreement, no Beneficiary shall have standing to direct or to seek to direct the Trust or Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any person or entity upon or with respect to the Trust Assets or the Claims Administration.

5.6 Requirement of Undertaking. The Trustee may request that a court of competent jurisdiction, in any suit for the enforcement of any right or remedy under this Agreement or any Collateral Document, or in any suit against the Trustee for any action taken or omitted by it as Trustee, require any party or litigant in such suit to undertake to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit.

5.7 Limitation on Transferability. It is understood and agreed that the Trust Interests shall be non-transferable and non-assignable except by will, intestate succession or by operation of law (including by merger, acquisition, consolidation, conversion, domestication, reincorporation, division, reorganization, or spin-off); provided, however, that such limitation shall not apply to the holder of a Covered Subrogation Claim. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Trustee, and the Trustee may continue to cause the Trust to pay all amounts to or for the benefit of the assigning Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Trustee may rely upon such proof without the requirement of any further investigation.

5.8 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Beneficiary. The death, dissolution, incapacity, or bankruptcy of a Beneficiary during the term of the Trust shall not operate to terminate the Trust Interests during the term of the Trust nor shall it entitle the representative or creditors of such deceased, incapacitated or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the Distribution of the Trust Assets or for a partition thereof, nor shall it otherwise affect the rights and obligations of the Beneficiary under this Agreement and the Collateral Documents or such Beneficiary's interests in the Trust or the Trust Assets.

5.9 Exemption from Registration. The Trust Interests, and the rights of the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) to receive Trust Assets (if any), shall not constitute "securities" under applicable law, and shall not be registered pursuant to the Securities Act. No party to this Agreement shall make a contrary or different contention.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing with the Trustee. In the absence of actual knowledge to the contrary, any person or entity dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Trust Assets. There is no obligation of any person or entity dealing with the Trustee to inquire into the validity or expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

6.2 Limitation of Trustee Liability.

6.2.1 The Trustee shall have such fiduciary duties to the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) as provided under applicable law and shall exercise its responsibilities accordingly.

6.2.2 In exercising the rights granted herein, the Trustee shall exercise the Trustee's business judgment, for the benefit of the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), in order to properly manage the affairs of the Trust, safeguard the interests of all Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), and maximize the value of the Trust Assets after giving due regard to the cost, risk and delay of any course of action.

6.2.3 However, notwithstanding anything herein to the contrary, neither the Trustee nor any of its firms, companies, affiliates, partners, officers, directors, members, employees, professionals, advisors, attorneys, financial advisors, investment bankers, representatives, Disbursing Agent or other agents, or any of such person or entity's successors and assigns, shall incur any responsibility or liability to any person or entity by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done arising under, in connection with or related to this Agreement or any Collateral Document, whether sounding in tort, contract, or otherwise, except for fraud, gross

negligence, or willful misconduct that is found by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) to be the direct and primary cause of loss, liability, damage, or expense suffered by the Trust. In no event shall the Trustee be liable for indirect, punitive, special, incidental or consequential damage or loss (including, but not limited to, lost profits) whatsoever, even if the Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action.

6.3 No Liability for Acts of Other Persons. No person or entity identified in the immediately preceding Section 6.2 of this Agreement shall be liable for the act or omission of any other person or entity identified in that section.

6.4 No Liability for Acts of Predecessors. No successor Trustee shall be in any way liable or responsible for the acts or omissions of any Trustee that served in such capacity prior to the date on which such successor becomes the Trustee, unless a successor Trustee expressly assumes such liability or responsibility.

6.5 No Liability for Good Faith Error of Judgment. The Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally determined by a final judgment of a court of competent jurisdiction (not subject to further appeal or review) that the Trustee was grossly negligent in ascertaining the pertinent facts.

6.6 Reliance by Trustee on Documents and Advice of Counsel or Other Persons. Except as otherwise expressly provided herein, the Trustee may rely upon, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. The Trustee also may engage and consult with its respective legal counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered in reliance upon the advice of such counsel, agents, or advisors.

6.7 No Personal Obligation for Trust Liabilities. Except as otherwise provided herein, persons or entities dealing with the Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trustee to any such person or entity in carrying out the terms of this Agreement and the Collateral Documents, and the Trustee shall have no personal, individual obligation to satisfy any such liability.

6.8 Indemnification.

6.8.1 The Trust shall indemnify, defend and hold harmless the Trustee and each of its respective accountants, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, investment bankers, real estate brokers, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, representatives, affiliates, employers and successors (each, an "**Indemnified Party**"), solely from the Trust Assets, against any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) actually incurred by any Indemnified Party for any action taken, suffered, or omitted to be taken by such Indemnified Party in connection with the acceptance, administration, exercise, and

performance of its duties under this Agreement, as applicable, if such Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust, its Beneficiaries, and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party), except if such loss, liability or damage is determined by a final order of a court of competent jurisdiction to have resulted from the fraud, gross negligence or willful misconduct of the Indemnified Party asserting indemnification. The amounts necessary for the indemnification provided in this section (including any costs and expenses incurred in enforcing the right of indemnification in this section) shall be paid by the Trustee solely out of the Trust Assets. The indemnification provided in this section shall survive the death, dissolution, incapacity, resignation or removal of the Trustee, Indemnified Party or the termination of the Trust, and shall inure to the benefit of each Indemnified Party's heirs and assigns. For the avoidance of doubt, the Trustee shall not be liable under any circumstances for any act or omission by the EchoStar Parties or the Disbursing Agent and shall not be indemnified under any circumstances by the EchoStar Parties.

6.8.2 Expense of Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Trust under Section 6.8 of this Agreement shall be Trust Expenses. The amounts necessary for such indemnification and reimbursement shall be paid by the Trust out of the available Trust Assets after reserving for all actual and anticipated Trust Expenses. The Trustee shall not be personally liable for the payment of any Trust Expense or claim or other liability of the Trust, and no person or entity shall have any recourse to the Trustee or other Indemnified Parties personally for the payment of any such expense or liability.

6.8.3 Procedure for Current Payment of Indemnified Expenses; Undertaking to Repay. The Trust shall reasonably promptly pay an Indemnified Party all amounts subject to indemnification under Section 6.8 of this Agreement on submission of invoices for such amounts by the Indemnified Party. By accepting any indemnification payment, the Indemnified Party undertakes to repay such amount promptly if it is determined that the Indemnified Party is not entitled to be indemnified under this Agreement.

6.9 No Implied Obligations. The Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement or any Collateral Document against the Trustee.

6.10 Non-Recourse. All claims, obligations, liabilities, actions or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or any Collateral Document, or the negotiation, execution, or performance of this Agreement or any Collateral Document (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as Parties in the preamble to this Agreement or, if applicable, their successors and assigns ("**Contracting Parties**"). No person or entity that is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any

Contracting Party, or any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any of the foregoing ("**Nonparty Affiliates**"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or other liabilities arising under, out of, in connection with, or related in any manner to this Agreement or any Collateral Document or based on, in respect of, or by reason of this Agreement or any Collateral Document or such Nonparty Affiliate's negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such claims, causes of action, obligations and other liabilities against any such Nonparty Affiliates. It is expressly agreed that the Nonparty Affiliates to whom this Section 6.10 applies shall be third-party beneficiaries of this Section 6.10.

6.11 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Agreement, the provisions of this Article VI shall survive the death, dissolution, liquidation, incapacity, resignation, replacement, or removal, as may be applicable, of the Trustee, or the termination of the Trust or this Agreement, and shall inure to the benefit of the Trustee's and the Indemnified Parties' heirs and assigns.

ARTICLE VII

SELECTION, REMOVAL, REPLACEMENT AND COMPENSATION OF TRUSTEE

7.1 Initial Trustee. The Trustee has been selected by EchoStar and approved by the Bureau, and The Bank of New York Mellon is appointed as Trustee effective as of the Trust Effective Date.

7.2 Term of Service. The Trustee shall serve until (a) the completion of the administration of the Trust Assets and the Trust, including the winding up of the Trust, in accordance with this Agreement, (b) termination and dissolution of the Trust in accordance with this Agreement, or (c) the Trustee's resignation, death, dissolution, incapacity, liquidation or removal. If the Trustee's appointment terminates by reason of resignation, death, dissolution, incapacity, liquidation or removal, the Trustee shall be immediately compensated for all Trust Expenses accrued but unpaid through the effective date of termination. The provisions of this Article VII of this Agreement shall survive the resignation or removal of any Trustee.

7.3 Resignation of Trustee. The Trustee may resign at any time on written notice to EchoStar, DWLLC and the Bureau. The resignation shall be effective on the date specified in the notice of resignation. In the event of a resignation, the resigning Trustee shall provide to EchoStar and the Bureau a complete accounting of monies and assets received, disbursed, and held during the term of office of that Trustee.

7.4 Removal of Trustee. The Trustee may be removed at any time by EchoStar for Cause, with five (5) Business Days' prior written notice to the Bureau.

7.5 Appointment of Successor Trustee. Upon the resignation, death, dissolution, incapacity, liquidation or removal of a Trustee, EchoStar shall select a proposed successor Trustee, subject to the requirements for appointment as Trustee set forth in the Orders.

7.6 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of his, her, or its predecessor under this Agreement and the Collateral Documents.

7.7 Trust Continuance. The resignation, death, dissolution, incapacity, liquidation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or any Collateral Document or invalidate any action theretofore taken by the Trustee.

7.8 Compensation of Trustee and Costs of Administration. Each Trustee shall be entitled to receive compensation for its services under this Agreement and the Collateral Documents, which shall be a charge solely against, and solely paid out of, the Trust Assets as Trust Expenses, in accordance with any agreement reached between such Trustee and EchoStar, subject to approval by the Bureau. Such Trustee shall be entitled to such compensation, without notice to or consent by any beneficiary or court and without any disclosure otherwise required pursuant to 12 Del. C. § 3312(c) or otherwise applicable law. Such compensation may exceed the compensation for such services in effect from time to time under the laws of the State of Delaware. In the absence of a fee agreement, a Trustee may charge fees in accordance with its published fee schedule in existence at the time the services are rendered or, if none, as permitted under the laws of the State of Delaware. The Trustee's compensation is a Trust Expense that shall be paid by the Trustee from the Trust Assets in the ordinary course no more often than once per month.

7.9 All Trust Expenses incurred by the Trustee (including costs and expenses of professionals who may be employed by the Trustee in administering the Trust, in carrying out their other responsibilities under this Agreement and the Collateral Documents, or in any manner connected, incidental, or related thereto) shall be paid by the Trust solely from the Trust Assets in the ordinary course no more often than once per month.

ARTICLE VIII

DURATION OF THE TRUST

8.1 Duration. On and after the Trust Effective Date, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated in accordance with the terms set forth in Sections 8.2 and 8.3 of this Agreement.

8.2 Termination of Trust. Upon the date that (a) all Trust Expenses and all obligations owed in connection with Eligible Covered Claims are satisfied in full or (b) the Trustee has Distributed, in accordance with the provisions of this Agreement, all of the Trust Assets on account of Eligible Covered Claims, whichever is earlier, the Trust shall return to EchoStar any remaining Trust Assets (including, for the avoidance of doubt, all amounts earned on the Trust Assets for the duration of the Trust) (which return of Trust Assets to EchoStar shall not be a "Distribution" for purposes of this Agreement), at which time the Trust shall terminate and dissolve, and the Trustee shall have no further responsibility in connection therewith except as expressly provided in this Agreement or as may be required to effectuate such termination under relevant law.

8.3 Termination after Five Years. If the Trust has not been previously terminated and dissolved pursuant to Section 8.2 hereof by the date that is not more than five (5) years from the

Trust Effective Date (the "**Outside Termination Date**"), on or as soon as reasonably practicable following the Outside Termination Date the Trustee shall Distribute all of the Trust Assets to the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against DWLLC, as the Secured Party) in accordance with this Agreement and pay any remaining Trust Assets to EchoStar, and immediately thereafter the Trust shall dissolve and terminate and the Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in Section 8.5 of this Agreement; provided that, as set forth in the Orders, if any Trust Assets remain in the Trust, upon request of the Trustee or a Claimant, the Bureau may order in its reasonable discretion, and subject to the public interest standard, that the Trust remain open for additional time. If there is no such request or the Bureau does not so order, the Trustee shall close the Trust, pay its final expenses, and pay any remaining Trust Assets to EchoStar.

8.4 No Termination by Beneficiaries or the Secured Party. The Trust may not be terminated and dissolved at any time by the Beneficiaries or the Secured Party.

8.5 Continuance of Trust for Winding Up; Discharge and Release of Trustee. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the Distribution of all remaining Trust Assets, the Trustee and the Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder.

ARTICLE IX

MISCELLANEOUS

9.1 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement and the Collateral Documents are cumulative and not exclusive of any rights and remedies under law or in equity.

9.2 Notices. All notices to be given to Beneficiaries and the Secured Party may be given by ordinary mail, or may be delivered by electronic mail, first class mail, commercial carrier delivery or hand delivery to such Beneficiaries at the addresses for such Beneficiaries appearing on the Register. Any notice to a Beneficiary shall be deemed given and effective when sent to such Beneficiary at the address, including any email address, appearing on the Register. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return

receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Trust or the Trustee:

The Bank of New York Mellon
240 Greenwich Street
New York, New York 10286
Attn: Matthew Louis (matthew.louis@bny.com)

If to EchoStar:

EchoStar Corporation
9601 South Meridian Boulevard
Englewood, Colorado 80012
Attn: Chief Legal Officer

With copies to (which copies shall not constitute notice):

legal.notices@dish.com

If to the Secured Party:

DISH Wireless L.L.C.
9601 South Meridian Boulevard
Englewood, Colorado 80012
Attn: Executive Vice President, General Counsel and Secretary

With copies to (which copies shall not constitute notice):

legal.notices@dish.com

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attn: Thomas E Lauria (tlauria@whitecase.com)

White & Case LLP
300 N. LaSalle Drive
Chicago, Illinois 60654-3406
Attn: Matthew E. Linder (mlinder@whitecase.com)

Laura E. Baccash (laura.baccash@whitecase.com)

If to the Bureau:

Federal Communications Commission
445 12th St. SW
Washington, DC 20554
Attn: Chief, Wireless Telecommunications Bureau

or to such other address as may time to time be provided in written notice by the Trustee.

9.3 Governing Law. Unless otherwise stated, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict of laws.

9.4 Recitals. The Recitals are incorporated into and made terms of this Agreement.

9.5 Interpretation; Headings. Reference in this Agreement to any Section or Article is, unless otherwise specified, to such Section or Article under this Agreement. The words "hereof", "herein", "hereunder" and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement. For purposes hereof, in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, "includes" and "including" are not limiting, "may not" is prohibitive and not permissive, "or" is not exclusive, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. The descriptive headings for each article of this Agreement shall not affect the interpretation or legal efficacy of this Agreement. All references herein to the "Agreement" collectively refer to this Agreement and all ancillary and related documents, as applicable.

9.6 No Admission. It is agreed that neither the act of entering into this Agreement nor any contribution to the Trust nor any action taken under this Agreement shall be deemed to constitute an admission of any liability or fault on the part of the EchoStar Parties, nor does it

continue a commitment or agreement, either express or implied, by any or all of them to undertake any further activities outside the scope of this Agreement.

9.7 Conflict Among Documents. In the event of any direct conflict or inconsistency between any provisions of this Agreement and the Orders, the terms of this Agreement shall control.

9.8 Trust Acts by and Through the Trustee. For the avoidance of doubt, whenever this Agreement or any Collateral Document authorizes or directs the Trustee to act, such authorization or direction shall be deemed to be followed by the words "on behalf of the Trust."

9.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors, heirs, and assigns.

9.10 Execution. Except as set forth in the Collateral Documents, all funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to a Beneficiary, and no Beneficiary or any other person or entity can execute upon, garnish or attach the Trust Assets or the Trustee in any manner or compel payment from the Trust except by final order of a court of competent jurisdiction. Payments will be solely governed by this Agreement and the Collateral Documents.

9.11 Amendment. This Agreement or any provision thereof may be amended, supplemented or modified only upon (a) the request of EchoStar, (b) an agreement between the Trustee and EchoStar, or (c) notice by the Bureau of a modification required by the Bureau of the process described in Appendix B pursuant to para. 9 of Appendix B of the AT&T Order and para. 9 of Appendix B of the SpaceX Order, with each of (a) and (b) subject to approval by the Bureau, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that any such amendment, supplement or modification pursuant to either of (a) or (b) may not be inconsistent with the Orders in effect as of May 12, 2026.

9.12 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement or any Collateral Document shall affect such right or remedy or constitute a waiver thereof.

9.13 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

9.14 Severability. If any term, provision, covenant or restriction contained in this Agreement or any of the Collateral Documents is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement and any such Collateral Document shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9.15 Further Assurances. Without limitation of the generality of Section 1.3.2 of this Agreement, the Parties agree to execute and deliver all such documents and notices and to take all

such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Agreement and the Collateral Documents and to consummate the transactions contemplated hereby and thereby.

9.16 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.17 Dispute Resolution. The Parties irrevocably: (a) submit, in any proceeding directly or indirectly relating to or arising out of this Agreement, to the exclusive jurisdiction of the federal and state courts in the State of Delaware located in Wilmington, Delaware (the "**Chosen Courts**"); (b) consent that any such proceeding may only be brought in the Chosen Courts; (c) waive any objection that they may now or after the Trust Effective Date have to the venue of such proceeding in the Chosen Courts or that such proceeding was brought in an inconvenient forum; and (d) agree to be bound by any judgment rendered by the Chosen Courts in connection with this Agreement. Each of the parties further agrees that a summons and complaint commencing a proceeding in the Chosen Courts shall be properly served and shall confer personal jurisdiction if served to it at the address and in the manner set forth in Section 9.2 or as otherwise provided under the laws of the State of Delaware. This provision may be filed with any court as written evidence of the knowing and voluntary irrevocable agreement between the parties to waive any objections to jurisdiction, to venue or to convenience of forum.

9.18 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have or are deemed to have executed this Agreement as of the day and year written above.

By: Digitally signed by Melissa Matthews Date: 2026.06.26 23:17:40 -04'00'

The Bank of New York Mellon, not individually, but solely in its capacity as Trustee of the Wireless Creditor Trust

Approved on behalf of EchoStar Corporation, on behalf of itself and its subsidiaries:

By: JEFF Blum
JEFF Blum (Jun 26, 2026 10:37:58 EDT)

Name: Jeffrey Blum
Title: EVP, External and Legislative Affairs

Schedule I

Form of Investment Direction

The Bank of New York Mellon, as Trustee of the Wireless Creditor Trust
240 Greenwich Street
Corporate Trust Department
New York, New York 10286
Email: matthew.louis@bny.com
Attention: Matthew Louis

Date: _____

Re: Wireless Creditor Trust – Trust Agreement dated [●], 2026

Reference is made to that certain Trust Agreement, dated as of [●], 2026, by and among EchoStar Corporation and The Bank of New York Mellon, solely in its capacity as trustee of the Wireless Creditor Trust, as may be amended, supplemented or modified from time to time in accordance with its terms (the "Trust Agreement"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Trust Agreement.

Pursuant to Section 2.6 of the Trust Agreement, the undersigned, being an authorized person appointed in writing by the Investment Manager pursuant to Schedule II to the Trust Agreement, hereby directs the Trustee to invest and reinvest the Trust Assets identified below in accordance with the Trust Agreement:

ACCOUNT	**INVESTMENT**
[*Account Name / Account Number*]	[*Marketable Securities description*]
[*Any other details required*]	

[It is understood that this is a standing Investment Direction, to be in effect until such time as the Trustee receives a subsequent written Investment Direction from an authorized person of the Investment Manager in accordance with the Trust Agreement.]

[*Signature Pages Follow*]

FOR AND ON BEHALF OF THE INVESTMENT MANAGER:

By: _____

Name:

Title:

Schedule II

Form of Investment Manager Appointment and Authorized Persons

[Investment Manager]
[Address]
Email: [●]
Attention: [●]

Date: _____

Re: Wireless Creditor Trust – Trust Agreement dated [●], 2026

Reference is made to that certain Trust Agreement, dated as of [●], 2026, by and among EchoStar Corporation and The Bank of New York Mellon, solely in its capacity as trustee of the Wireless Creditor Trust, as may be amended, supplemented or modified from time to time in accordance with its terms (the "Trust Agreement"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Trust Agreement.

In accordance with Section 2.6 of the Trust Agreement, the Trustee hereby appoints [Investment Manager] as the Investment Manager under the Trust Agreement, effective as of the date hereof.

The Investment Manager hereby designates the person(s) identified below as authorized persons of the Investment Manager authorized to deliver Investment Directions substantially in the form of Schedule I to the Trust Agreement:

Name	Title	Telephone No & Email Address	Signature

This Schedule II supersedes any prior Schedule II delivered under the Trust Agreement and shall remain in effect until replaced or revoked in writing by the Trustee; provided that the Investment Manager may update the authorized persons identified herein by written notice to the Trustee in a form reasonably acceptable to the Trustee.

[*Signature Pages Follow*]

FOR AND ON BEHALF OF THE BANK OF NEW YORK MELLON, solely in its capacity as Trustee of the Wireless Creditor Trust:

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED:

[Investment Manager]

By: _____

Name:

Title:

SECURITY AGREEMENT

This Security Agreement, dated as of June 26, 2026 (this "**Agreement**"), is made by and between DISH Wireless L.L.C., a Colorado limited liability company (together with its successors and assigns, the "**Secured Party**"), EchoStar Corporation, as grantor (together with its successors and assigns, the "**Grantor**"), and The Bank of New York Mellon, solely in its capacity as trustee of the Wireless Creditor Trust (together with its successors, the "**Trustee**").

RECITALS

WHEREAS, reference is made to that certain Trust Agreement, dated as of June 26, 2026 (the "**Trust Agreement**"),[1] by and among the Grantor and the Trustee, solely in its capacity as trustee for the trust created and defined by the Trust Agreement (the "**Trust**") for the benefit of the Beneficiaries and the Secured Party (on behalf of Claimants holding Eligible Type A Claims against the Secured Party), which Trust is established in accordance with the Orders entered by the Wireless Telecommunications Bureau on May 12, 2026 (as described in the Trust Agreement);

WHEREAS, to support the entitlement of Eligible Type A Claims to receive Distributions of the Trust Assets in accordance with the Trust Agreement, the Grantor desires to enter into this Agreement and hereby grant a security interest over all of the Grantor's right, title and interest in and to the Type A Claims Reserve;

WHEREAS, such security interest secures the Trust's obligation to make Distributions to the Secured Party on behalf of Claimants holding Eligible Type A Claims against the Secured Party, which Eligible Type A Claims shall be determined, liquidated, or fixed by (a) a Judicial or Arbitral Claim Determination or (b) a Covered Claim Settlement, subject to entry of the Secured Party Distributions Order;

NOW, THEREFORE, in accordance with the Orders and the Trust Agreement, and in consideration of the promises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Grantor and the Secured Party hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 *Definitions*. As used herein, the following terms shall have the meanings specified herein unless the context otherwise requires:

"*Agreement*" shall have the meaning set forth in the introductory paragraph hereof.

"*Collateral*" shall mean the (a) Type A Claims Reserve and (b) Secured Trust Account (or any other account in the name of the Grantor in replacement or substitution thereof or which otherwise holds the Type A Claims Reserve from time to time), together with any monies, securities or instruments deposited or required to be deposited in such Secured Trust Account from time to time, all Security Entitlements in and to the foregoing, and all proceeds of the foregoing.

[1] Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to such terms in the Trust Agreement.

"*Control Agreement*" shall mean a deposit account control agreement, in form and substance reasonably acceptable to Grantor, Trustee and Secured Party in respect of the Secured Trust Account.

"*Default*" shall mean a Default as defined in Section 4.1(a).

"*Lien*" shall mean, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the UCC (or equivalent statute) of any jurisdiction).

"*Secured Trust Account*" shall mean Account No. [●] maintained with the Trustee.

"*UCC*" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Secured Party's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions. To the extent used in this Agreement, any of the following terms shall have the meaning assigned thereto in the UCC: "Account"; "Account Debtor"; "Bank"; "Certificated Security"; "Chattel Paper"; "Commercial Tort Claims"; "Commodity Account"; "Commodity Contract"; "Consignee"; "Consignment"; "Consignor"; "Deposit Account"; "Document"; "Electronic Chattel Paper"; "Equipment"; "General Intangibles"; "Goods"; "Grantor"; "Instrument"; "Inventory"; "Investment Property"; "Letter-of-Credit Right"; "Money"; "Payment Intangible"; "Proceeds"; "Record"; "Securities Account"; "Securities Intermediary"; "Security Certificate"; "Security Entitlement"; "Supporting Obligations"; "Tangible Chattel Paper"; and "Uncertificated Security".

Section 1.2 *Interpretation*. For all purposes of this Agreement, except as otherwise expressly provided:

(a) words denoting the singular include the plural and words denoting the masculine gender include the feminine (and vice versa);

(b) any reference to an "Article" or "Section" refers to an Article or Section of this Agreement;

(c) the words "*herein*", "*hereof*", "*hereto*" and "*hereunder*" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement;

(d) any reference to a "*party*" refers to a party to this Agreement and any reference to any party to this Agreement or any other document or agreement shall include its successors and permitted assigns;

(e) the words "*include*", "*includes*" or "*including*" as used in this Agreement shall be deemed to be followed by the words "*without limitation*";

(f) all references to this Agreement or any other agreement or instrument shall be deemed to be to this Agreement or such other agreement or instrument as

amended, modified, supplemented, restated or replaced from time to time;

(g) all references to any statute shall be deemed to be to such statute as amended, modified, supplemented, restated or replaced from time to time (and shall be deemed to include any rules and regulations promulgated under such statute), and all references to any section of any statute shall be deemed to include any successor to such section;

(h) all references to any copy of any document are to a true, correct and complete copy thereof (including all annexes, exhibits, schedules and attachments thereto); and

(i) the various headings contained herein are for reference purposes only and do not limit or otherwise affect any of the provisions hereof.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

The Grantor represents, warrants and covenants to the Secured Party, on the date hereof, as set forth below.

Section 2.1 *Due Organization*; *Authority*. The Grantor (a) is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation and (b) has all requisite corporate and other power and authority to execute, deliver and perform its obligations under this Agreement.

Section 2.2 *Binding Effect*. This Agreement constitutes a valid and binding obligation, enforceable against the Grantor in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent transfer and similar laws affecting creditors' rights generally and to general principles of equity.

Section 2.3 *Validity of Security Interest*. The security interest in and Lien on the Collateral granted to the Secured Party hereunder constitutes (a) a legal and valid security interest in all the Collateral, and (b) subject to necessary filings and the execution of the Control Agreement, a perfected security interest in all the Collateral, in each case only to secure the Trust's obligations to make Distributions to Claimants holding Eligible Type A Claims against the Secured Party (the "**Specified Purpose**"). The security interest and Lien granted to the Secured Party pursuant to this Agreement in and on the Collateral will at all times constitute a perfected, continuing security interest therein for the Specified Purpose.

Section 2.4 *Secured Trust Account*. Other than as may be expressly permitted by the Trust Agreement, Grantor agrees that it shall not move the Type A Claims Reserve into any other deposit account (other than the Secured Trust Account) without the prior written consent of the Secured Party (and only to the extent a Control Agreement shall have been entered into with respect to any such other deposit account).

Section 2.5 *Title to Collateral; No Encumbrances*. The Grantor has good and valid title to the Collateral, free and clear of any and all Liens, other than the security interest granted to the Secured Party pursuant to this Agreement. The Grantor has not assigned, transferred, pledged, hypothecated, or otherwise encumbered the Collateral or any interest therein to any person or entity other than the Secured Party. No financing statement, mortgage, deed of trust, or other instrument evidencing any Lien on the Collateral is on file or of record in any public office, and no person has been granted any right, option, or privilege to acquire any Lien on

the Collateral or any portion thereof. The security interest granted to the Secured Party pursuant to this Agreement constitutes a first-priority perfected security interest in the Collateral, subject to no prior or pari passu Liens.

ARTICLE III
SECURITY

Section 3.1 *Grant of Security.* The Grantor hereby pledges and grants to the Secured Party a Lien on and security interest in all of the right, title and interest of Grantor in, to and under the Collateral. The Trustee hereby acknowledges and recognizes the pledge and security interest made in favor of the Secured Party described herein. This Agreement creates a continuing security interest in the Collateral for the Specified Purpose and shall remain in full force and effect until this Agreement is terminated in accordance with Section 5.3.

Section 3.2 *Filing and Perfection.*

(a) The Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including (i) whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and (ii) any financing or continuation statements or other documents without the signature of the Grantor where permitted by law, including the filing of a financing statement describing the Collateral. The Grantor agrees to provide all information described in the immediately preceding sentence to the Secured Party promptly upon request by the Secured Party. The Grantor consents to the Secured Party filing a financing statement that describes as the collateral all assets of the debtor.

(b) The Grantor agrees to prepare, record and file, at its own expense, financing statements (and amendments or continuation statements when applicable) with respect to the Collateral now existing or hereafter created meeting the requirements of applicable state law in such manner and in such jurisdictions as are necessary to perfect and maintain perfected the Collateral, and to deliver a file stamped copy of each such financing statement or other evidence of filing to the Secured Party. The Secured Party shall not be under any obligation whatsoever to file any such financing or continuation statements or to make any other filing under the UCC in connection with this Agreement.

(c) Concurrently with the entry into this Agreement, the Trustee shall enter into the Control Agreement in order to perfect the Secured Party's interest in the Collateral. The Grantor hereby authorizes and directs the Trustee to enter into an perform the Control Agreement.

Section 3.3 *Supplements; Further Assurances*. The Grantor shall take such further actions, and execute and/or deliver to the Secured Party such additional financing statements, amendments (including amendments, supplements or other modifications to the Control Agreement), assignments, agreements, supplements, powers and instruments, as is reasonably necessary or appropriate in order to create, perfect, preserve and protect the security interest in the Collateral as provided herein and the rights and interests granted to the Secured Party hereunder, to carry into effect the purposes hereof or better to assure and confirm the validity, enforceability and priority of the Secured Party's security interest in the Collateral or permit

the Secured Party to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral, all in form and substance reasonably satisfactory to the Secured Party and in such offices wherever required by law to perfect, continue and maintain the validity, enforceability and priority of the security interest in the Collateral as provided herein and to preserve the other rights and interests granted to the Secured Party hereunder, as against third parties, with respect to the Collateral.

Section 3.4 *Negative Pledge; No Competing Liens*.

(a) Except with respect to the Trust's entitlement to make Distributions on any Eligible Type A Claim directly to the applicable Claimant as set forth in Section 4.2.2 of the Trust Agreement, the Grantor shall not, directly or indirectly: (a) create, incur, assume, suffer to exist, or permit any Lien upon the Collateral or any portion thereof or interest therein, other than the security interest granted to the Secured Party pursuant to this Agreement; or (b) sell, assign, transfer, pledge, hypothecate, or otherwise dispose of or encumber the Collateral or any interest therein, or enter into any agreement or understanding to do any of the foregoing, without the prior written consent of the Secured Party in its sole and absolute discretion.

(b) If any Lien on the Collateral or any portion thereof shall arise or be asserted by operation of law or otherwise, the Grantor shall promptly—and in any event within five (5) Business Days of obtaining knowledge thereof—notify the Secured Party in writing of such Lien and shall take all actions reasonably requested by the Secured Party to discharge, remove, or otherwise eliminate such Lien at the Grantor's sole cost and expense.

(c) The Grantor shall not enter into any agreement, arrangement, or understanding with any person or entity that restricts, impairs, or conditions the Secured Party's first-priority security interest in the Collateral or the Secured Party's ability to exercise any rights or remedies under this Agreement or the UCC with respect to the Collateral.

ARTICLE IV
DEFAULT

Section 4.1 *Remedies Upon a Default*.The following events shall constitute a "*Default*" hereunder: (1) the failure of the Trust to administer Eligible Type A Claims or maintain the Type A Claims Reserve in accordance with the Trust Agreement, including failure to maintain adequate funding in the Type A Claims Reserve and failure of the Trust to pay any Eligible Type A Claim when due or in the amount owed, which remains uncured for ten (10) Business Days after written notice thereof is given by the Secured Party to the Grantor; (2) failure of the Grantor to maintain the Type A Claims Reserve in the Secured Trust Account, or any transfer of the Type A Claims Reserve to any other account, without the prior written consent of the Secured Party and the entry into a Control Agreement with respect to such other account; (3) the winding down or dissolution of the Trust other than in accordance with the terms of the Trust Agreement; (4) the termination, invalidity, or unenforceability of the Control Agreement for any reason, unless a replacement Control Agreement is entered into within ten (10) Business Days of such termination, invalidity, or unenforceability; (4) failure of the Grantor to file any continuation statement or take any other action required to maintain perfection of the Secured Party's security interest in the Collateral, in each case within ten (10) Business Days before the date on which any such filing or action is required by applicable law; (5) any representation or warranty made by the Grantor in Article II of this Agreement shall

prove to have been false or misleading in any material respect as of the date made or deemed made, and, if capable of being cured, such breach remains uncured for ten (10) Business Days after written notice thereof is given by the Secured Party to the Grantor; (6) failure of the Grantor to comply with its further assurances obligations under Section 3.3, if such failure remains uncured for ten (10) Business Days after written notice from the Secured Party; (7) the failure to appoint a successor Trustee within thirty (30) days of any vacancy in the Trustee position caused by the resignation, death, dissolution, incapacity, liquidation, or removal of the Trustee; (8) any amendment, modification, or supplement to the Trust Agreement that materially and adversely affects the rights or interests of the Secured Party under this Agreement or the Trust Agreement, without the prior written consent of the Secured Party; (9) the Grantor becomes insolvent, makes a general assignment for the benefit of creditors, or is the subject of a voluntary or involuntary case under any applicable bankruptcy or insolvency law that is not dismissed within sixty (60) days of filing.

(b) Upon the occurrence and during the continuance of a Default, the Secured Party shall be entitled to pursue all available remedies to enforce the performance of any provision of this Agreement or the Trust Agreement, and shall have the right to exercise all of the rights and remedies of a secured creditor under the UCC to carry out the Specified Purpose, including, for the avoidance of doubt, the exercise of the Secured Party's available rights and remedies under the Control Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1 *Continuing Security Interest*. This Agreement shall create a continuing security interest in the Collateral and shall (i) be binding upon the Grantor and Trustee and (ii) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party for the Specified Purpose. Prior to the termination of the Trust Agreement in accordance with its terms, the Secured Party shall at all times have a valid and perfected security interest in the Collateral under the terms of this Agreement.

Section 5.2 *Assignment*. In no event shall Grantor assign or transfer its rights or obligations hereunder without the express written consent of the Secured Party and the Trustee.

Section 5.3 *Termination*. This Agreement shall terminate upon the later to occur of: (a) satisfaction of all Eligible Type A Claims; and (b) termination of the Trust.

Section 5.4 *Modification in Writing*. No amendment, modification, supplement, termination or waiver of or to any provision or Schedule hereof, nor consent to any departure by the Grantor therefrom, shall be effective unless the same shall be made in writing and signed by each of the parties hereto. Grantor hereby agrees that no amendment to the Trust Agreement shall adversely affect the Secured Party's rights under this Agreement without the Secured Party's prior written consent.

Section 5.5 *Notices*. Any notice, communication or consent by the Grantor, the Trustee, or the Secured Party to the other is duly given if in writing and delivered by email, in person or mailed by first class mail, to the other's address as set forth in the Trust Agreement.

Section 5.6 *Governing Law; Consent to Jurisdiction*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT OR TERMINATION HEREOF OR THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE) SHALL BE GOVERNED BY AND

CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of any local, state or Federal court located within the City of New York, and waives any defense of improper venue or forum non conveniens to the conduct of any proceeding in any such court. Notwithstanding the foregoing, disputes relating to both this Agreement and the Trust Agreement shall be consolidated in the Chosen Courts specified in the Trust Agreement.

Section 5.7 *Waiver of Jury Trial*. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CONTROVERSY, LEGAL ACTION, PROCEEDING OR COUNTERCLAIM BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE GRANTOR OR THE SECURED PARTY.

Section 5.8 *Severability of Provisions*. Any provision hereof which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

Section 5.9 *Execution in Counterparts*. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5.10 *Rights of the Trustee*. Grantor and Secured Party acknowledge and agree that the Trustee is entering into this Agreement solely as Trustee under the Trust Agreement, and its obligations under this Agreement shall be subject to all of its rights, powers, privileges, protections, indemnities and immunities thereunder.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the date first above written.

ECHOSTAR CORPORATION,
as Grantor

By: _____
Name: Jeffrey Blum
Title: EVP, External and Legal Affairs

THE BANK OF NEW YORK MELLON,
as Trustee

By: _____
Name:
Title:

DISH WIRELESS L.L.C., as Secured Party

By: _____
Name: Paul W. Orban
Title: EVP, Chief Financial Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the date first above written.

ECHOSTAR CORPORATION,
as Grantor

Jeff Blum
JEFF Blum (Jun 26, 2026 10:37:58 EDT)

By: _____
Name: Jeffrey Blum
Title: EVP, External and Legal Affairs

THE BANK OF NEW YORK MELLON,
as Trustee

Digitally signed by Melissa Matthews
Date: 2026.06.26 23:16:58 -04'00'

By: _____
Name: Melissa Matthews
Title: Vice President

DISH WIRELESS L.L.C., as Secured Party

By: _____
Name: Paul W. Orban
Title: EVP, Chief Financial Officer

Exhibit B

Quick Pay Schedule for
Secured Type A Claims in Class 2D

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1	CITY OF PLANTATION, FLORIDA	10504	$ 100,000	$ 70,000
2	CENTRAL STATE TOWER IV, LLC	11601	97,780	68,446
3	PG&E	437	94,059	65,841
4	114 LIBERTY STREET CONDOMINIUM	11459	92,312	64,618
5	52 DUANE ASSOCIATES LLC	12369	90,000	63,000
6	VIAERO FIBER NETWORKS, LLC	10490	90,000	63,000
7	1766 ASSOCIATES LLC	12147	89,921	62,945
8	135 W 225 LLC	531	86,505	60,553
9	OCTAGON EDGE TOWERS, LLC	11523	84,990	59,493
10	CITY OF SEATTLE	10574,12171	84,329	59,030
11	HARLEM WEST II HOUSING DEV. FUND	11641	84,260	58,982
12	US DEPARTMENT OF THE INTERIOR NATIONAL PARK SER	9 000 000 369	84,000	58,800
13	CITY OF BLOOMINGTON	9 000 000 095	82,461	57,723
14	196-SIXTH CORP.	11524	81,670	57,169
15	CUBESMART, L.P.	10960	79,944	55,961
16	REFLECTIONS ON THE GULF CONDO ASS.	10749	79,741	55,819
17	EUGENE WATER & ELECTRIC BOARD	11381	78,607	55,025
18	[NAME ON FILE] - CLAIM #12041	12041	78,381	54,867
19	FIELDSTONE PLAZA CONDOMINIUM	12395	78,303	54,812
20	SACRAMENTO MUNICIPAL UTILITY DIST.	10554, 10555, 10557, 10558, 10560	78,162	54,714
21	1234 BROADWAY LLC	361	78,132	54,693
22	BOARD OF MANAGERS OF THE 200 WEST END AVE CONDO.	80254	77,557	54,290
23	JUANITA OFFICE ASSOCIATES	11701	77,530	54,271
24	171 BETA 1 LLC	11437	77,099	53,969
25	PACIFIC ROOFTOPS LLC	9 000 000 265	75,977	53,184
26	BROOKWOOD PHILADELPHIA II LLC	9 000 000 073	75,454	52,818
27	VIA PIAVE, LLC	10649	75,426	52,798
28	REGENTS OF THE UNIVERSITY OF CALIFORNIA	9 000 000 289	73,907	51,735
29	NITROGEN PROPCO 2020, L.P.	11743	72,228	50,560
30	LOS FELIZ MANOR LLC	9 000 000 221	72,000	50,400
31	WIRELESS REALTY ADVISORS II, LLC	11410, 11420, 11422	71,137	49,796
32	LENOX GARDENS COOP. CONDOMINIUM	11723	70,133	49,093
33	MYRTLE AVE FAMILY CENTER INC & MYRTLE LEASING LLC	11900	69,194	48,436
34	CITY OF SAINT PAUL	9 000 000 114	68,924	48,247
35	PLB MILLER HILL, LLC	10689	68,180	47,726
36	1169 HOE LLC	10682	68,179	47,725
37	408 WEST 57TH OWNERS CORP.	11527	67,955	47,568
38	WASATCH PLAZA HOLDINGS LLC	10514	67,788	47,452
39	EIGHTH STREET OWNERS CORP	10996	67,753	47,427
40	CLINTON HILL APTS. OWNERS CORP.	11356	67,704	47,393
41	251 WEST 30TH OWNER LLC	11426	67,586	47,310
42	GHP TAXTER LLC	12116	67,160	47,012
43	LAFAYETTE DEVELOPMENT ASSOCIATES	11280	66,935	46,854
44	GP MARIN REAL ESTATE, LLC	197	66,334	46,434
45	BMS REALTY ASSOCIATES INC	10445	66,082	46,257
46	SALISBURY POINT COOPERATIVE, INC.	11537	66,051	46,236
47	ROBERT CAMPBELL PARK TOWER HOLDINGS	11729	65,841	46,089
48	SOUTHWEST PLAZA L.L.C.	11117	65,660	45,962
49	SWITCH, LTD.	10446	65,545	45,882
50	COMMONWEALTH OF MASSACHUSETTS	90628 000 005 987	62,833	43,983
51	47-33 5TH STREET CORP	11306	62,761	43,933
52	SPECIAL SCHOOL DISTRICT 1 DBA MINNEAPOLIS	9 000 000 308	62,512	43,758
53	ASHFORD TRS FREMONT LLC	11696	61,996	43,397
54	BPRE PARKWOOD HOLDINGS, LLC	11171	61,978	43,385
55	PEACHTREE TOWERS CONDOMINIUM ASSOCIATION, INC.	80127	61,925	43,348
56	NATIVITY OF CHRIST GREEK, NOVATO CA	11837	61,768	43,238
57	2288 BROADWAY INC	10645, 12103, 12104	61,263	42,884
58	YORK PLAZA APARTMENTS, LLP	12459	61,173	42,821
59	COMMUNITY OF THE SAVIOR	11284	60,882	42,617
60	WALD SKYVIEW, LLC	11583	59,992	41,994

Footnotes:

[1] All amounts presented on this Schedule are preliminary and subject to ongoing review, reconciliation, and analysis, and therefore may be materially revised, updated, or supplemented.

[2] Certain claims presented on this Schedule are associated with an estimated amount of $0.00 for one or more of the following reasons: (a) the DISH Wireless Debtors have thus far been unable to identify the creditor and reconcile the claim against the DISH Wireless Debtors' books and records, and, accordingly, such claim remains subject to ongoing review and reconciliation; (b) the claim was filed against an entity that is not a DISH Wireless Debtor, and none of the DISH Wireless Debtors have any liability for such claim; (c) the DISH Wireless Debtors have determined that the claim was erroneously filed against the DISH Wireless Debtors; and/or (d) the claim is contingent or unliquidated. The DISH Wireless Debtors' listing of a claim with an estimated amount of $0.00 does not constitute an admission, agreement, acknowledgment, or determination by the DISH Wireless Debtors as to the validity, enforceability, allowance, priority, or amount of such claim, and the listing of such claim on this Schedule shall not be deemed to modify, expand, or reduce any claimant's rights, claims, defenses, or arguments, all of which are expressly reserved. The DISH Wireless Debtors intend to regularly update this Schedule by filing modified versions on the docket of the DISH Wireless Debtors' chapter 11 cases.

[3] The Proofs of Claim referenced herein reflect the claims register as of September 8, 2026 and remain subject to the DISH Wireless Debtors' ongoing review, reconciliation, and revision. In addition, certain applicable bar dates may not yet have passed, including bar dates relating to certain creditors' claims against the DISH Wireless Debtors for rejection damages and governmental claims. Accordingly, additional claims may be filed after the date hereof. The DISH Wireless Debtors reserve all rights to supplement or revise this Schedule as appropriate. Any reference to a Proof of Claim on this Schedule is not and shall not be deemed to constitute an admission, agreement, acknowledgment, or determination by the DISH Wireless Debtors as to the validity, enforceability, allowance, priority, or amount of such claim, and no such reference shall be deemed to modify, expand, or reduce any claimant's rights, claims, defenses, or arguments. All claims presented on this Schedule are subject to the DISH Wireless Debtors' claims-reconciliation process, and the DISH Wireless Debtors reserve all rights with respect thereto.

[4] With respect to claims listed on this Schedule that are designated on a DISH Wireless Debtor's Schedules and Statements and are not disputed, contingent, or unliquidated, the amounts of such claims were derived from the DISH Wireless Debtors' books and records in accordance with the methodology described in the Global Notes to the applicable DISH Wireless Debtor's Schedules and Statements.

[5] The estimates presented on this Schedule are subject to the same assumptions, qualifications, reservations of rights, disclaimers, and limitations set forth in The DISH Wireless Debtors' Motion for Entry of an Order Estimating Claims for Voting Purposes Under Bankruptcy Rule 3018(a)(4) of the Federal Rules of Bankruptcy Procedure [Dkt. No. 168] (the "Voting Estimation Motion"). All claims that have been or may be asserted against the DISH Wireless Debtors remain subject to the DISH Wireless Debtors' rights, claims and defenses, which are expressly reserved in all respects. Nothing herein shall or shall be deemed to waive any rights, claims, defenses, or arguments of the DISH Wireless Debtors.

[6] The claims presented on this Schedule include only Secured Type A Claims in Class 2D. Any Proof of Claim that has been amended, superseded, withdrawn, expunged, or otherwise replaced by a later-filed Proof of Claim has been excluded from this Schedule.

[7] Certain Proofs of Claim referenced on this Schedule have been suppressed on the claims register at the request of the creditor due to commercially sensitive or personally identifiable information. In such instances, the name of the creditor has been redacted, and the claim is identifiable only by its amount and the number assigned to the Proof of Claim by the Claims and Noticing Agent.

[8] Notwithstanding anything to the contrary in the Plan, to the extent a scheduled claim or filed Proof of Claim presented on this Schedule has been satisfied, paid, discharged, settled, released, or otherwise resolved, the holder of such claim is not entitled to recover the Quick Pay Amount associated with such claim.

If you have questions about the Quick Pay Amount listed on this Schedule, please contact proposed counsel to the DISH Wireless Debtors at WCDISHQuickPay@whitecase.com.

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
61	RSVP 38TH STREET VENTURE LP	10162	59,800	41,860
62	127-03 20TH AVE LLC	11990	59,504	41,653
63	BEACH 65, LLC	11978	59,309	41,516
64	RIVER HOUSE IN RIVERDALE, INC.	80155	59,309	41,516
65	ASHFORD TRS SANTA CLARA LLC	11693	58,884	41,219
66	EQUITY ONE(SOUTHEAST PORTFOLIO) LLC	11959	58,760	41,132
67	PLAZA PROSPECT APT., INC.	11599	58,656	41,060
68	CLERMONT YORK 82ND STREET LLC	11272	58,531	40,972
69	17-19 WEST 34TH STREET HOLDING CO LLC	205	58,299	40,809
70	74 ELDERT REALTY LLC	11984	58,147	40,703
71	HADDONVIEW ASSOCIATES, LLC	396	58,142	40,700
72	3660 OXFORD AVE ASSOCIATES LLC	10921	58,066	40,646
73	CHETRIT 1412 LLC	10164	57,972	40,580
74	LA CIENEGA-SAWYER, LTD	11892	57,947	40,563
75	276 RIVERSIDE ASSOCIATES LLC	10924	57,877	40,514
76	TOV EQUITIES	10897	57,877	40,514
77	RP/FEIL 57 LLC	11264	57,770	40,439
78	HHC TRS PRINCETON LLC	11681	57,493	40,245
79	DECATUR QUEENS PROPERTIES LLC	10165	57,299	40,110
80	MARKET STREET APT. ASSOCIATES LLC	11555	57,225	40,058
81	HGI HOLDINGS LLC	9 000 000 197	57,059	39,941
82	NYIP OWNER IV LLC	10858, 11066	56,935	39,855
83	CITY OF STANWOOD	10785	56,929	39,850
84	411 EAST 57TH CORPORATION	80256	56,872	39,811
85	355 SEVENTH AVENUE HOLDING, LLC	10166	56,634	39,644
86	BELLA RANCH LLC	10816,10818	56,610	39,627
87	MIDWAY HOTEL INC.	80263	56,000	39,200
88	2990 S SEPULVEDA LLC	11448	55,775	39,042
89	ANAHEIM STORAGE, L.P.	12384	55,539	38,877
90	VAN NESS CENTER ASSOCIATES, LLC	10690, 11577	55,438	38,806
91	CB FRONTIER LLC	11271	55,273	38,691
92	263 WEST 38TH ST ASSOCIATES LLC	11044	55,172	38,620
93	RALVIN REALTY L.L.C.	10991	54,923	38,446
94	625 W 55 LLC	11268	54,900	38,430
95	AM CARE REALTY, LLC	11259	54,900	38,430
96	PALMS WEST HOSPITAL LP	11921	54,720	38,304
97	LESCHI PARTNERS, LLP	10448	54,634	38,244
98	TRUSTEES OF CONGDON LODGE NO 163	10422	54,605	38,224
99	CITY OF ST LOUIS PARK	9 000 000 122	54,577	38,204
100	COMMUNITY CONGREGATIONAL CHURCH	10420	54,102	37,871
101	THE TOWER CLUB CONDOMINIUM OF WESTCHESTER	420	54,000	37,800
102	CORPORATE WOODS KANSAS REALTY LP	90628 000 006 039	53,946	37,762
103	KHEDR MANAGEMENT COMPANY	242	53,792	37,654
104	AK HOUSES TP4 LLC	10463	53,390	37,373
105	MOULTON NIGUEL WATER DISTRICT	9 000 000 243	53,289	37,302
106	2035 LAKEVILLE ROAD LLC	10508	52,403	36,682
107	MICROSOFT CORPORATION	9 000 000 235	52,263	36,584
108	B R PENN TENANT LLC	9 000 000 051	52,105	36,474
109	HH AVENUE-M, LLC	11717	52,095	36,466
110	SWVP SAWGRASS MILLS, LLC	80145	52,012	36,408
111	2 WEST 46 BORROWER LLC	10680	51,972	36,380
112	430 PALISADE LLC	235	51,972	36,380
113	BALTIMORE BOULEVARD ASSOCIATES, LP	80251	51,837	36,286
114	MCS 555 WEST BEECH LLC	11738	51,812	36,268
115	CK 1 REALTY INC	10698	51,782	36,247
116	343 LEX AVE LLC	10987	51,704	36,193
117	STATION AT WESTSIDE I CONDOMINIUM	11045	51,663	36,164
118	SOHO VILLAGE HOTEL LLC	12325	51,592	36,114
119	A&B ASSOCIATES, A NJ PARTNERSHIP	12108	51,535	36,075
120	STEINER 255 OWNER, LP	12393	51,535	36,075
121	ROCKLEDGE 36 LLC	10569	51,464	36,025
122	350 CENTRAL PARK WEST ASSOC LLC	10950	51,098	35,768
123	SKY MANAGEMENT CORP	11526	51,006	35,704
124	GRANDE CONDOMINIUM ASSOCIATION, THE	10549	51,000	35,700
125	67 OWNERS LTD DBA MAXWELL KATES INC	10967	50,839	35,587
126	HILLSIDE GARDENS CONDOMINIUMS	12172	50,779	35,545
127	CITY OF COTTAGE GROVE	9 000 000 096	50,619	35,433
128	SALMAN CAPITAL LLC	12258	50,593	35,415
129	12TH AND HARRIS LLC	10686	50,400	35,280
130	PLB MT. ROYAL, LLC	10684	49,995	34,996
131	70 CROTON LLC	10648	49,831	34,882
132	TOWER NORTH DEVELOPMENT LLC	90628 000 005 752	49,608	34,725
133	ADRIA II LLC	10470	49,548	34,684
134	49-07 69TH HOLDINGS LLC	11971	49,426	34,598
135	THE BRIGHAM AND WOMENS HOSPITAL INC	9 000 000 331	49,329	34,530
136	WCL LIMITED PARTNERSHIP	11421	49,264	34,485
137	WIRELESS EDGE TOWERS II, LLC	11387, 11399, 11393	49,091	34,364
138	CHADWIN HOUSE CONDOMINIUM, THE	10735	48,954	34,268
139	PREF ART BLOCK INVESTORS, LLC	12045	48,885	34,220
140	CONGRESS PROPERTIES & INVESTMENTS, LLC	360	48,781	34,147
141	DELAWARE STATE OF	9 000 000 153	48,709	34,097
142	GOLDEN CREST 7112 PARK AVENUE LLC	398	48,618	34,032
143	MARLBOROUGH HOSPITAL	11760	48,604	34,023
144	177 EAST 77TH STREET CONDOMINIUM	328	48,601	34,020
145	PUBLIC SERVICE COMPANY OF COLORADO	10 000 000 013	48,500	33,950
146	ST. ARMAND'S TOWERS NORTH ASSOC.	12415	48,298	33,808
147	LOWPENSKY FAMILY INV. PTRNSHIP LP	11139	48,126	33,688
148	BUSHWICK POWERS LLC	11249,12261	48,074	33,652
149	PRINCE WILLIAM WATER	10977	48,054	33,638
150	KEW GARDEN OWNERS CORP	80104, 80153	48,020	33,614
151	MARIGOLD INVESTORS, LLC	12112	48,000	33,600
152	THE BOARD OF MANAGERS OF THE COPPER HILL CONDOMINI	80259	48,000	33,600
153	305 EAST 24TH OWNERS CORP	80307	47,933	33,553
154	RED APPLE MYRTLE AVENUE DEVELOPMENT	11842	47,838	33,486
155	PARKASH 3873 LLC	10667	47,810	33,467
156	ERITER MANAGEMENT LLC	11799	47,705	33,394
157	LA JOLLA ALTA MASTER COUNCIL	481, 12133, 80428	47,701	33,390

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
158	JDHQ HOTELS LLC	10917	47,649	33,354
159	INCORPORATED VILLAGE OF SANDS POINT	11551	47,528	33,270
160	4395 BROADWAY LLC	11628	47,299	33,109
161	SAINT MARYS COLLEGE OF CALIFORNIA	90628 000 004 861	47,244	33,071
162	WOODLANDS ACADEMY OF THE SACRED HEART	80101	47,206	33,044
163	GREAT RIVER ENERGY	90628 000 006 541	47,020	32,914
164	SEQUOIA 5341 LLC	11230	46,985	32,890
165	SPECTRUM PARK I, JOINT VENTURE	10728	46,860	32,802
166	[NAME ON FILE] - CLAIM #364	364	46,599	32,619
167	CITY OF FRISCO TEXAS	9 000 000 100	46,465	32,525
168	[NAME ON FILE] - CLAIM #394	394	46,304	32,413
169	CASCADIAN APARTMENTS LLC	10980	46,278	32,394
170	1050 JACKSON AVENUE CONDOMINUM	12371	46,048	32,234
171	FRENCH APARTMENTS HOUSING COMPANY	12374	45,895	32,126
172	HIGH HAWK OWNERS LLC	11563	45,182	31,627
173	4182 TENANTS CORP.	11217, 12404	45,171	31,620
174	60 WEST BROAD STREET, INC.	80142	45,000	31,500
175	G-WAY HOLDING CORP.	10992	45,000	31,500
176	PALISADE AVENUE REALTY ASSOC LP	10671	45,000	31,500
177	WOODSTOCK HDFC, THE	12461	45,000	31,500
178	QUALITY BH 108TH MANHATTAN LLC	9 000 000 286	44,700	31,290
179	OVERLOOK TOWERS CORP.	11547	44,626	31,238
180	TOWN OF CHATHAM	285	44,558	31,190
181	TOWER ASSETS GROUP LLC	11423	44,505	31,153
182	687 WEST 204TH STREET CORP.	11430	44,482	31,137
183	333 MEADOWLANDS VENTURE, LLC	10380	44,203	30,942
184	TOWER ACQUISITIONS INC	10599	44,136	30,895
185	VERDE CONDOMINIUM ASSOCIATION, THE	10575	44,100	30,870
186	SWVP WARNER CENTER HOTEL, LLC	80146	44,071	30,849
187	MILIAS APARTMENTS, LP	12322	44,065	30,846
188	MARGATE TOWERS CONDOMINIUM ASSOC.	12093	43,848	30,694
189	AMPHENOL CORPORATION	90636 000 000 133	43,825	30,678
190	GOLDEN GATE & FILLMORE ASSO., LP	11094	43,701	30,591
191	HOMES FOR THE HOMELESS INSTITUTE, INC.	80253	43,648	30,554
192	GOLDEN SPIKE SENIOR APARTMENTS LP	11936	43,350	30,345
193	CITY OF ROCHESTER DBA ROCHESTER	9 000 000 112	43,243	30,270
194	ONE HUNDRED TEN EAST END ASOC LLC	10911	43,031	30,122
195	218 ST NY LLC	523, 12178	42,840	29,988
196	177 WEST 26 REALTY, LLC	12221	42,623	29,836
197	LEVERETT AVENUE REALTY, LLC	90	42,608	29,826
198	THE RECTOR WARDEN VESTRYMEN OF ASP	11118	42,582	29,807
199	BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY	298,299	42,540	29,778
200	EASTERN WESTERN CORPORATION	12058	42,502	29,751
201	ASHFORD TRS PHILADELPHIA ANNEX LLC	11678	42,488	29,741
202	EASTLAND REGENCY, L.C.	11063	42,462	29,724
203	ASSET GROWTH PARTNERS	10429	42,130	29,491
204	[NAME ON FILE] - CLAIM #213	213	42,084	29,459
205	SANTA CLARA FIRST BAPTIST CHURCH	10507	42,075	29,452
206	CALVARY CHAPEL SAN DIEGO INC	10642	41,984	29,389
207	DEVONSHIRE RESEDA, LLC	10835	41,817	29,272
208	SILKALY M. WOLCHOK L.P. #1	80260	41,664	29,165
209	EDMONDS SCHOOL DISTRICT 15	90628 000 006 314	41,600	29,120
210	480 AMSTERDAM AVENUE LLC	10523	41,312	28,919
211	127TH STREET APARTMENTS LLC	10522	41,262	28,883
212	[NAME ON FILE] - CLAIM #11581	11581	40,952	28,667
213	COMMUNITY CHURCH OF GOD, INC.	11863	40,831	28,582
214	BECKER, LLC	80185	40,690	28,483
215	136-21 HILLSIDE AVENUE LLC	11742	40,638	28,447
216	CHIPPENHAM & JOHNSTON-WILLIS HOSPITALS, INC.	11946	40,525	28,368
217	HCA HEALTH SERVICES OF VIRGINIA	11954	40,525	28,368
218	BETHLEHEM TOWERS ASSOCIATES, L.P.	397	40,500	28,350
219	WASHINGTON UNIVERSITY IN ST. LOUIS	11153	40,341	28,239
220	MCLEAN TOWERS INC	80150	40,000	28,000
221	3438 BELL BLVD LLC	538	39,993	27,995
222	KGSB, LLC	10791	39,902	27,932
223	TRIGON 52 L.L.C.	10216	39,665	27,766
224	PITUKA LLC	11806	39,652	27,756
225	PORT CHESTER APARTMENTS, INC	404	39,600	27,720
226	CESC 1101 17TH STREET, L.L.C.	12414	39,535	27,675
227	CITY OF ROSEVILLE	9 000 000 113	39,370	27,559
228	140 SYLVAN LLC	11061, 11604	39,336	27,535
229	SIOUX FALLS PCS, LLC	10655	39,319	27,524
230	CITY OF LONG BEACH NY	9 000 000 104	39,253	27,477
231	CITY OF PEEKSKILL	12203	39,150	27,405
232	MDL REALTY CORP	383	39,146	27,403
233	REALTY EQUITY ENTERPRISE SERVICES, LLC	10428	39,066	27,346
234	GOLDEN ORANGE TOWER LLC	12463	39,062	27,344
235	61 VRN REALTY LLC	12173	39,017	27,312
236	GRAVITY PAD LAND HOLDINGS LLC	287,288	38,908	27,236
237	BUCHANAN DEVELOPMENT LLC	10362	38,863	27,204
238	TUCSON SEASIDE LLC	10912	38,772	27,140
239	GEM REALTY APARTMENTS LLC	80152	38,629	27,040
240	RED LION MUNICIPAL AUTHORITY	10681	38,607	27,025
241	ST. CATHERINE UNIVERSITY	10603	38,543	26,980
242	S ORANGE TOWERS LLC	12199	38,518	26,963
243	CENTER PLACE LLC	11256	38,415	26,890
244	BRYANT AVENUE HOLDINGS II LLC	11434	38,374	26,862
245	CITY OF ANOKA	9 000 000 091	38,192	26,735
246	CARLYLE TOWERS, L.L.C.	395	38,012	26,609
247	TERQ PROPERTY, L.P.	11958	37,978	26,585
248	315 E 69TH ST OWNERS CORP	80308	37,945	26,562
249	WESTERN TRIANGLE	10326	37,884	26,518
250	104-19/21 39TH AVENUE CONDOMINIUM	11843	37,874	26,512
251	ROCKY MOUNTAIN CONFERENCE OF SDA	11605	37,824	26,477
252	RALEIGH WATER DISTRICT	11333	37,815	26,470
253	FOX 18 REALTY LLC	12232	37,718	26,403
254	WAUKESHA COUNTY	10712	37,625	26,338

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
255	CELL VENTURES CAPITAL, LLC	11197,11189	37,568	26,298
256	CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS	80309	37,380	26,166
257	BOINGO LLC	10976	37,217	26,052
258	CITY OF GRAPEVINE	9 000 000 102	37,142	25,999
259	TRINITY WEST LP DBA SKYWAY SELF STOARAGE	90628 000 005 801	37,132	25,992
260	CITY OF MAPLE GROVE	9 000 000 106	37,121	25,984
261	COMPORIUM WIRELESS, LLC	12212	36,930	25,851
262	MID-AMERICA APARTMENTS, L.P.	10873	36,635	25,644
263	CENTERPOINT ENERGY INC	9 000 000 086	36,436	25,505
264	MERIDIAN PRESERVATION, L.P.	12370	36,342	25,439
265	H5 DATA CENTERS MARQUETTE, LLC	10772	36,323	25,426
266	RALPH AVENUE 1131, LLC	12332	36,203	25,342
267	AMANTYA TECHNOLOGIES INC	12164	36,040	25,228
268	1537 REALTY, LLC	218	36,000	25,200
269	STEPPING STONES ASSOCIATES, L.P.	11283	36,000	25,200
270	SUN STATE TOWERS IV, LLC	11614	35,985	25,189
271	MCRP PARTNERS II LLC	10259	35,928	25,150
272	365 WEST PASSAIC REALTY INVESTMENT	10343	35,844	25,091
273	BETHEL CHURCH SAN JOSE CALIFORNIA	10517	35,844	25,091
274	NEXTOWER DEVELOPMENT GROUP, LLC	11595	35,690	24,983
275	885-889 10TH AVENUE LLC	11669	35,392	24,774
276	322 GATES LLC	11654	35,292	24,704
277	WEST 34TH APTS. CORP.	80143	35,255	24,678
278	WEST COAST TOWER HOLDINGS LLC	9 000 000 378	34,932	24,452
279	28-18 31ST. ST., LLC	11016	34,799	24,359
280	STEWART PLAZA I, LLC	11225	34,761	24,333
281	FRANK MISSION MARKETPLACE, LLC	10828	34,749	24,325
282	108 EAST FOURTH, LLC	10881	34,736	24,315
283	1548-1560 ST NICHOLAS EQUITIES, LLC	11155	34,723	24,306
284	88 10 AVENUE J LLC	10160	34,680	24,276
285	THREE IN ONE EQUITIES, LLC	11238	34,647	24,253
286	MEADOW EQUITIES, LLC	11251	34,496	24,147
287	DEUTSCH DIANE CENTER, LLC	12007	34,399	24,079
288	WNY PUBLIC BROADCASTING ASSOC.	12314	34,328	24,030
289	WESTLAKE GOLF COURSE, LLC	10009	34,020	23,814
290	456 GRAND REALTY URBAN RENEWAL LLC	408	34,016	23,811
291	INDIANAPOLIS MASONIC TEMPLE ASSN	10758	34,000	23,800
292	STEPHEN PASQUAN	9 000 000 313	33,957	23,770
293	1 CORPORATE DRIVE LLC	10026	33,941	23,759
294	ISLAND CREST CONDOMINUM ASSOCIATION INC	349	33,915	23,740
295	WASHINGTON STR INVESTORS, LLC	10107	33,899	23,729
296	BOARD OF MANAGERS OF THE CONTINENTAL CONDOMINIUM	375	33,805	23,663
297	HUNTINGTON HOSPITAL ASSOCIATION	9 000 000 202	33,764	23,635
298	865 MERRICK PARTNERS LLC	90628 000 004 662	33,761	23,633
299	CITY OF WHITE BEAR LAKE	9 000 000 126	33,746	23,622
300	WINGATE PROPERTIES LLC	12233	33,718	23,602
301	APEX TOWERS, LLC	11562	33,600	23,520
302	J2 CATAPULT	11370	33,580	23,506
303	NASSAU HEALTH CARE CORPORATION	10616	33,293	23,305
304	1231 LAWRENCE LLC	12406	33,276	23,293
305	NEW HOPE FRIENDSHIP MISSIONARY B C	10891	33,117	23,182
306	HP PALISADES LLC	12144	33,041	23,129
307	545 PROSPECT PLACE HDFC	11116	32,889	23,022
308	PARKASH 3990 LLC	10674	32,889	23,022
309	ST BARNABAS PARISH	372	32,787	22,951
310	WEST STREET ASSOCIATES LLC	10620	32,502	22,752
311	4315 WEBSTER OWNERS, INC	80158	32,500	22,750
312	TERRACES 2300 LLC	10306	32,500	22,750
313	2280 REALTY, LLC	12015	32,400	22,680
314	[NAME ON FILE] - CLAIM #230	230	32,369	22,658
315	BDS III CA SCRIPPS PLAZA LLC	90628 000 005 256	32,199	22,540
316	PARTNERS ON FULTON LLC	10789, 12315	32,003	22,402
317	PARKASH 834-836 LLC	10670	32,000	22,400
318	TOWNSHIP OF SOUTH BRUNSWICK	490	32,000	22,400
319	PSL ENTERPRISE LLC	10610	31,902	22,332
320	DRACO HPC SILVER STRAND LLC	12018	31,841	22,288
321	MICHIGAN STATE UNIVERSITY	308	31,739	22,218
322	MOBILITIE INVESTMENTS III LLC	9 000 000 241	31,715	22,201
323	TOWN OF HEMPSTEAD	9 000 000 348	31,704	22,193
324	OTIS PROPERTY OWNER LLC DBA CHORUS	9 000 000 261	31,328	21,930
325	HIGHLAND UNITED METHODIST CHURCH	11725	31,213	21,849
326	ADAMS SQUARE CONDOMINIUM ASSOC.	11633	31,128	21,790
327	CARRIAGE HILLS ASSOCIATES, LLC	80247	31,071	21,749
328	HE XING USA LLC	10559	31,008	21,706
329	534 WEST 178 EQUITIES LLC	11110	30,979	21,685
330	65 61 SAUNDERS STREET ASSOC LLC	10934	30,979	21,685
331	CLINTON HILL LOFTS I, LLC	11140	30,979	21,685
332	COMMODORE CONDOMINIUM COUNCIL	11017	30,979	21,685
333	UNDERHILL-WASHINGTON EQUITIES, LLC	11731	30,979	21,685
334	219 78TH STREET OWNERS INC	10984	30,941	21,658
335	BRIDGEPORT HOSPITAL	90628 000 005 362	30,931	21,652
336	HIGHPOINT ENTERPRISES OF LAKEWOOD	10678	30,921	21,644
337	H AND J STUART LTD	90628 000 006 562	30,900	21,630
338	TOWER CONSULTING INC	12057	30,726	21,508
339	BNS BUILDINGS, LLC	11125	30,691	21,484
340	FOSTER AVENUE ASSOCIATES LLC	11854	30,600	21,420
341	MR OFFICE LC	11080	30,596	21,417
342	FIRGROVE MUTUAL INC	12265	30,428	21,300
343	MIDWEST DIVISION - MMC, LLC	11931	30,408	21,285
344	VENETIAN LAS VEGAS GAMING LLC	90628 000 005 864	30,389	21,272
345	1015 SUMMIT AVENUE HDFC	90628 000 004 042	30,151	21,106
346	HILLZO, LP	80244	30,091	21,063
347	PARK RITCHIE APARTMENTS JOINT VENTURE	80249	30,091	21,063
348	EAST 168TH STREET ASSOCIATES, LP	10584	30,000	21,000
349	PARKASH 215 LLC	10675	30,000	21,000
350	3535 LV NEWCO LLC	90628 000 003 711	30,000	21,000
351	LAND MARK RIDGE ASSOCIATES, LP	80250	29,944	20,960

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
352	PARLIAMENTS APARTMENTS, LLC	80245, 80246	29,944	20,960
353	3475 77 KNOX PL ASSOCIATES LLC	11752	29,742	20,819
354	1702 LLC	9 000 000 016	29,705	20,794
355	CAVALIER CLUB, LLC	80252	29,597	20,718
356	SILVER SPRING TOWERS APARTMENTS, LLC	80248	29,474	20,632
357	SUMMIT HILLS, LLC	80276	29,474	20,632
358	315 E58 BH LLC	12311	29,462	20,623
359	MARUTI RAVAMI LLC	10454	29,373	20,561
360	TOWNSHIP OF MANALAPAN	9 000 000 354	29,291	20,504
361	ERN AND SONS LLC	11132	29,118	20,382
362	SOUTH HILL, LLC	80243	29,093	20,365
363	PASKAL I, LLC	11192	29,069	20,349
364	CATNIP MANAGEMENT CO LLC	11131	29,065	20,346
365	FULTON TERRACE LLC	11658	29,064	20,344
366	DOM BEN REALTY CORPORATION	10197	28,911	20,238
367	JUPITER STADIUM LTD DBA ROGER DEAN	11112	28,848	20,194
368	MISSOURI BAPTIST MEDICAL CENTER	90628 000 004 071	28,800	20,160
369	7MDR OF QUEENS INC	90628 000 004 653	28,800	20,160
370	CHURCH OF THE SAVIOUR	10832	28,789	20,152
371	JAMAICA WOODS CO., LLC	11756	28,675	20,072
372	PHAROS REALTY, LLC	11748	28,675	20,072
373	WHITRESTONE PLAZA, LLC	11924	28,675	20,072
374	UNITED PACIFIC HOTEL GROUP LP	11321	28,629	20,040
375	GILA ELECTRONICS OF YUMA INC DBA GILA ELECTRONICS	90628 000 006 488	28,554	19,988
376	NAV LVH LLC	90628 000 004 139	28,512	19,959
377	BARNUM PROFESSIONAL CENTER CONDO	12436	28,471	19,930
378	COLORADO SPRINGS UTILITIES	9 000 000 131	28,428	19,900
379	SEAHAWK RANCH CORP	10994	28,426	19,898
380	GRACE PRESBYTERIAN CHURCH	11821	28,406	19,884
381	FRASER'S MULTICO INC	11775	28,314	19,820
382	MIDWEST DIVISION - RMC, LLC	11912	28,269	19,788
383	HARRIS AND RAINEY ASSOCIATES INC	12307	28,224	19,757
384	GREAT PIECE, LLC	12152	28,178	19,725
385	ALVARADO PLAZA TIC(GOEL REALTY LLC)	10759	28,059	19,642
386	ELO EQUITY LLC	90628 000 006 334	27,898	19,529
387	VELOCIS ALTUS GREENSBORO LP	12168	27,872	19,510
388	[NAME ON FILE] - CLAIM #10134	10134	27,850	19,495
389	GRAVITY PAD TOWERS LLC	291,293	27,845	19,492
390	CITY OF FRIDLEY	90628 000 005 716	27,783	19,448
391	GRE-GOCO ORRINGTON OWNER, LLC	11548	27,732	19,413
392	105 PARTNERS LLC	11276	27,565	19,296
393	ORE 1515 SE 31ST LCC	12278	27,433	19,203
394	222 FRONT STREET ASSOCIATES LLC	10605	27,408	19,185
395	WORLD WIDE TECHNOLOGY LLC	90628 000 006 169	27,227	19,059
396	501 WEST 169 STREET LLC	11105	27,160	19,012
397	CITY OF HERMOSA BEACH CA	476	27,153	19,007
398	HYE TOWER HOLDINGS LLC	10433,12214	27,083	18,958
399	1650 WILLIAMSBRIDGE LLC	12252	27,060	18,942
400	873 BROADWAY LLC	10314	27,000	18,900
401	CARMEL VILLAGE ASSOCIATES	11300	26,973	18,881
402	326 RIVERDALE OWNERS, LLC	11557	26,958	18,871
403	474 76 48TH ST CORP	12259	26,905	18,834
404	SNH FLA TENANT LLC DBA FORUM AT DEER CREEK	90628 000 005 150	26,883	18,818
405	FAIRFIELD ARMS COOPERATIVE CORP	80289	26,870	18,809
406	GORDONS CORNER WATER COMPANY	90628 000 006 518	26,845	18,792
407	ASHYLAN LLC	90628 000 005 042	26,716	18,701
408	MORDLAND ASSOCIATES FHM LLC	10652	26,624	18,637
409	ARGHOM LLC	11299	26,616	18,631
410	NETLINK LLC	10743	26,601	18,621
411	QUEENS FRESH MEADOWS LLC	11258	26,586	18,610
412	534 BROADWAY ASSOCIATES LLC	338	26,495	18,547
413	FLANDERS FIRE DISTRICT	474	26,460	18,522
414	541 WEST 49 LLC	11657	26,317	18,422
415	WEST VALLEY PRESBYTERIAN CHURCH	90628 000 006 115	26,297	18,408
416	WORLD OIL CORP.	11114	26,118	18,283
417	225 EAST 74TH APARTMENTS CORP	90628 000 004 599	25,939	18,157
418	ORCA LLC	10786, 12348	25,890	18,123
419	560 MADISON STREET LLC	11556	25,873	18,111
420	EAST-WEST UNIVERSITY, INC.	10716	25,845	18,092
421	HOLY NAMES HIGH SCHOOL	10329	25,845	18,092
422	BERWYN FIRE COMPANY	325	25,795	18,057
423	8520 FOSTER AVE REALTY, LLC	11009	25,765	18,036
424	SEPP, INC.	540	25,661	17,963
425	3400 BROADWAY LLC	12388	25,629	17,940
426	SAT, LLC,	11047	25,616	17,931
427	NEUTRAL PATH NETWORKS, LLC	11190	25,498	17,849
428	NEXT TO 92 EQUITIES OWNER LLC	11413	25,469	17,828
429	DAYAN 26 552 LLC DBA ALBERTO MAKALI	90628 000 006 207	25,462	17,823
430	TOWN OF RIVERHEAD	9 000 000 352	25,448	17,814
431	WESTOVER NYC ASSOCIATES, LLC	10426	25,393	17,775
432	555 WASHINGTON OWNER, LLC	10527	25,366	17,756
433	JOHNSON COUNTY CONSOL FIRE DIST #2	11713	25,326	17,728
434	DAVID T DIAMOND LLC	12380	25,286	17,700
435	[NAME ON FILE] - CLAIM #10970	10970	25,274	17,692
436	PLAZA TOWERS CONDOMINIUM ASSOC. LLC	10542	25,246	17,672
437	JAMES A BERGIN	90628 000 003 429	25,151	17,605
438	SP HHF SUB LONG ISLAND CITY LLC	10339	25,146	17,602
439	LI PLAINVIEW REALTY	90628 000 003 750	25,143	17,600
440	NATIONAL WIRELESS CONSTRUCTION V LLC	202	25,125	17,587
441	CCT 3, LLC	10814	25,101	17,571
442	CONCORD BT LLC	10662	25,058	17,541
443	VILLAGE OF MANLIUS	11109	25,020	17,514
444	HAMPTON ROADS EDUCATIONAL TELECOM ASSOCIATION INC	10176	24,986	17,490
445	ONNI 1411 FOURTH DEVELOPMENT LP	10389	24,973	17,481
446	EDGEWATER INDUSTRIAL PARK LLC	90628 000 006 309	24,970	17,479
447	LOST HILLS OFFICE PARTNERS LLC	12250	24,956	17,469
448	AMERICAN EBON, L.P.	11575	24,880	17,416

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
449	THURSTON TOWER, L.L.C.	11764	24,822	17,375
450	TOWNSHIP OF HOLMDEL	90628 000 005 775	24,761	17,333
451	2721 SHATTUCK AVE LLC	90628 000 003 653	24,728	17,310
452	HUDSON BLUE YONKERS LLC	310	24,500	17,150
453	875 W.E. APARTMENT CORP	80222	24,485	17,139
454	CITY OF SAN CLEMENTE	90628 000 005 928	24,392	17,074
455	LANGSAM PROPERTY SERVICES CORP	90628 000 003 559	24,357	17,050
456	LP 1A REIT INTERMEDIATE LLC	9 000 000 223	24,343	17,040
457	ROOSEVELT REALTY ASSOCIATES, L.L.C.	399	24,309	17,016
458	STAFFORD TOWNSHIP	12282	24,259	16,981
459	BAUGHMAN REALTY LLC	11951	24,231	16,961
460	9501 CO LLC	11050	24,189	16,932
461	SITE CONTROL INFRASTRUCTURE NORTH AMERICA LLC	9 000 000 301	24,113	16,879
462	DRURY PLAZA CHESTERFIELD LLP DBA DRURY PLAZA HOTEL	90628 000 006 259	24,112	16,878
463	BOROUGH OF FAIR HAVEN	90628 000 005 324	24,040	16,828
464	30 PARK AVENUE LLC	11267	24,035	16,825
465	SHEEPSHEAD TERRACE COOPERATIVE INC	12191	23,965	16,776
466	GNL RIDGLEA LLC	12417	23,795	16,656
467	CREFII SCC LLC	90628 000 006 047	23,780	16,646
468	BEND EXPRESS HOTEL LLC	10641	23,719	16,603
469	RICHARD W RYON AND DORIS H RYON	90628 000 004 804	23,636	16,545
470	HCI CERBERUS 160 EAST FLAMINGO HOTEL TRS LLC	90628 000 006 589	23,636	16,545
471	ROSNIN REALTY LLC	10341	23,576	16,503
472	ORCHID19, LP	10629	23,558	16,491
473	FUDENNA BROS INC	90628 000 006 454	23,555	16,488
474	BAY TERRACE COOPERATIVE SECTION XII	11169	23,498	16,449
475	HJT LLC	90628 000 006 635	23,471	16,429
476	1150 PELHAM PARTNERS LLC	10335	23,429	16,400
477	HEALTHALLIANCE HOSPITAL BROADWAY	90628 000 006 592	23,372	16,360
478	34 LUDLOW REALTY LLC	80035	23,162	16,213
479	GF GRAND CENTRAL LLC AND BLDG HH SUPERIOR LLC	80137	23,094	16,166
480	AMERICAN UNIVERSITY DBA WAMU 88 5 DCIST COM	90628 000 004 914	23,021	16,114
481	[NAME ON FILE] - CLAIM #11626	11626	22,988	16,092
482	25 REMSEN AVENUE VENTURE LLC	90628 000 003 644	22,947	16,063
483	SSM HEALTH CARE ST LOUIS	90628 000 005 210	22,947	16,063
484	BOROUGH OF PROSPECT PARK	90628 000 005 338	22,947	16,063
485	VICTORY SQUARE MANAGEMENT LLC	90628 000 005 872	22,947	16,063
486	YMCA OF THE FOOTHILLS	90628 000 006 182	22,947	16,063
487	DTRS PALO ALTO LLC DBA FOUR SEASONS HOTEL SILICON	90628 000 006 262	22,947	16,063
488	PARK AND PROSPECT LLC	11340	22,944	16,061
489	PRECISION CELL, LLC	12260	22,925	16,048
490	CITY OF PRAIRIE VILLAGE	90628 000 005 924	22,923	16,046
491	CPG CHICAGO LLC	10796	22,915	16,041
492	TOWNSHIP OF BERKELEY HEIGHTS	90628 000 005 771	22,613	15,829
493	TELCOM PARTNERS GROUP CORP DBA ATS COMMUNICATION	9 000 000 327	22,540	15,778
494	INTERNATIONAL BANK OF COMMERCE	10946	22,516	15,761
495	[NAME ON FILE] - CLAIM #200	200	22,497	15,748
496	NEW DESERT ENTERPRISES LLC	11474	22,482	15,737
497	LAS OLAS VILLAS CONDOMINIUM ASSOC	10685	22,423	15,696
498	MARCH TOWER ASSOCIATES II, LLC	10234	22,400	15,680
499	MIKA REALTY LLC - OLD	10101	22,362	15,654
500	YI FA REALTY CORP	90628 000 006 181	22,360	15,652
501	244 HOWARD AVE LLC	11324	22,341	15,638
502	CITY OF SANTA MARIA	11209	22,327	15,629
503	TSUNIS HOTELS LLC DBA HOLIDAY IN EXPRESS STONY	90628 000 005 806	22,285	15,600
504	480 HUMBOLDT OWNER LLC	11406	22,285	15,600
505	DORAL BOULEVARD HOTEL LLC	10395	22,279	15,595
506	TRIBECA HOTEL LLC DBA THE FREDERICK HOTEL	90628 000 005 791	22,279	15,595
507	5520 13TH AVE LLC	11472	22,205	15,543
508	UNWIRED BROADBAND LLC	90628 000 005 847	22,100	15,470
509	BLIND BROOK LODGE OWNERS INC	90628 000 005 300	22,098	15,469
510	E 46 GROUP LLC	90628 000 006 266	21,924	15,347
511	2500 PENN GROUND LESSEE LLC	90628 000 003 646	21,908	15,335
512	CITY OF AUSTIN	9 000 000 094	21,855	15,298
513	MERMAID MANOR REALTY LLC	11134	21,775	15,242
514	131 RM ROOF LLC	11509	21,709	15,196
515	97TH AVENUE ASSOCIATES LLC	90628 000 004 674	21,663	15,164
516	KANTOR MARE ISLAND PROPERTIES LTD	10598	21,630	15,141
517	VALLEY VISTA LLC	10330	21,605	15,123
518	PRESTON CONDOMINIUM UOA	90628 000 004 535	21,578	15,105
519	NETWORK TOWERS II, LLC	10021	21,537	15,076
520	CASTILLEJA III, LLC	10360	21,536	15,075
521	PARKSIDE TERRACE DEVELOPMENT LLC	12137	21,536	15,075
522	SOLAMAR CONDOMINIUM ASSOCIATION INC	90628 000 005 156	21,536	15,075
523	BGCA REAL ESTATE SUPPORT CO.	10202	21,481	15,036
524	TOWN OF HUNTINGTON	9 000 000 350	21,416	14,991
525	ANTIONE A GEORGES	90628 000 004 983	21,372	14,961
526	OHIO TURNPIKE AND INFRASTRUCTURE	90628 000 004 213	21,332	14,932
527	1 SOURCE WIRELESS, LLC	11538	21,292	14,905
528	SP HHF SUB LAWRENCE LLC	10340	21,218	14,853
529	LONG RIDGE FIRE COMPANY INC	90628 000 003 774	21,216	14,851
530	JC WALKER LLC	11463	21,068	14,748
531	VILLAGE PLAZA CONDOMINIUM	11638	21,068	14,748
532	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	9 000 000 333	21,064	14,744
533	POOL IV TRS LLC/ FT COLLINS HILTON	10914	21,026	14,718
534	MAPLEWOOD PLAZA CONDOMINIUM ASSOCIATION INC	90628 000 003 819	21,000	14,700
535	OWNERS OF 1864 INC.	10839	20,971	14,680
536	NORTHSTAR TOWERS, LLC	11619	20,942	14,660
537	ROCHESTER HOUSING AUTHORITY	90628 000 004 818	20,912	14,638
538	BOARD OF EDUCATION OF MONTGOMERY COUNTY MARYLAND	9 000 000 066	20,910	14,637
539	SL 1578 SUSSEX TURNPIKE LLC	11851	20,888	14,621
540	SL 39 AVENUE C LLC	11840	20,888	14,621
541	STATEN SNL LLC	90628 000 005 233	20,808	14,566
542	PELHAM POINT PROPERTIES LLC	11763	20,750	14,525
543	NSA OP LP	90628 000 004 198	20,736	14,515
544	MAN YUN REAL ESTATE CORPORATION	10206	20,735	14,515
545	CITY OF SPOKANE DBA UTILITES BILLING	9 000 000 120	20,675	14,472

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
546	[NAME ON FILE] - CLAIM #376	376	20,654	14,458
547	MOUNT VERNON HOLDINGS LLC DBA BEST WESTERN PLUS	90628 000 004 104	20,449	14,314
548	DPH CHESTERFIELD, LLC	10379	20,272	14,190
549	ENTERPRISE CONSULTING SOLUTIONS LLC	90628 000 006 342	20,259	14,181
550	CITY OF BROOKLYN CENTER	90628 000 005 688	20,248	14,173
551	LOTUS HOTELS INC	90628 000 003 782	20,175	14,123
552	BSJ REALTY LLC	10494	20,079	14,055
553	E GREG KENT	90628 000 006 268	20,079	14,055
554	SAN JOSE WATER COMPANY	9 000 000 295	20,058	14,041
555	TOWN OF MT. PLEASANT	530, 10374	20,035	14,024
556	170 SOUNDVIEW TOWER INC.	11040	20,000	14,000
557	H.P.S.O.N.Y., INC.	10756	20,000	14,000
558	MERCURY HOTELS INC	12119	20,000	14,000
559	TOWNSHIP OF VERONA	90628 000 005 783	20,000	14,000
560	HOUSING AUTHORITY OF THE	90628 000 006 655	19,969	13,978
561	HARRISON MENLO PRESERVATION, L.P.	10441	19,774	13,842
562	BOROUGH OF MOUNTAINSIDE	90628 000 005 333	19,767	13,837
563	TNG LP	90628 000 005 567	19,767	13,837
564	EL CAMINO OPERATING LLC	90628 000 006 324	19,732	13,812
565	VALERIE ARMS APARTMENT CORP.	11561	19,710	13,797
566	USV 222 LLC	90628 000 005 854	19,669	13,768
567	WELLESLEY GARDENS OWNERS CORP	90628 000 006 101	19,669	13,768
568	GRAND HENKADE LLC	10301	19,598	13,719
569	SHORE HAVEN APARTMENTS DEL LLC	11181	19,521	13,664
570	OTAY WATER DISTRICT	9 000 000 259	19,469	13,628
571	STONECREST CA OWNER LLC	11895	19,421	13,595
572	TRIANGLE ASSOCIATES HOLDINGS, L.P.	11228	19,398	13,578
573	MORRIS REALTY OF NEW YORK, LLC	379	19,360	13,552
574	ABBOTTS SQUARE CONDOMINIUM ASSOCIATION INC	90628 000 003 985	19,247	13,473
575	SAN MARIN PARTNERS LLC	11308	19,234	13,464
576	BOROUGH OF LAKEHURST	9 000 000 071	19,219	13,453
577	NAMBA ENTERPRISES LP	90628 000 004 131	19,192	13,434
578	KB SPECTRUM SUMMIT PLAZA LLC	12163	19,155	13,408
579	IVY HILL PARK SECTION I LLC	90628 000 003 417	19,102	13,371
580	200 WEST 80TH STREET CORP	90628 000 004 399	19,096	13,367
581	KHP III SF SUTTER LLC	11419	19,089	13,362
582	[NAME ON FILE] - CLAIM #11666	11666	19,065	13,346
583	CITY OF LAKE ELMO	90628 000 005 727	19,043	13,330
584	COSUMNES COMMUNITY SERVICES DIST	9 000 000 142	19,034	13,324
585	[NAME ON FILE] - CLAIM #208	208	18,952	13,266
586	WALNUT CREEK 2890 LLC	90628 000 005 910	18,937	13,256
587	NATIVITY OF CHRIST GREEK ORTHODOX CHURCH	90628 000 004 138	18,649	13,054
588	OUR LADY OF LOURDES LLC	90628 000 004 417	18,643	13,050
589	MID PENINSULA EDUCATION CENTER INC	90628 000 003 894	18,602	13,021
590	QUEEN CREEK UNIFIED SCHOOL DISTRICT	11433	18,566	12,996
591	FAIRFAX LIGHTHOUSE DELIVERANCE CNTR	90628 000 006 375	18,460	12,922
592	ALEM ENTERPRISES INC	90628 000 004 705	18,450	12,915
593	PROCTOR SQUARE LLC	11972	18,411	12,888
594	132ST HOUSING LLC	90628 000 004 258	18,400	12,880
595	WH PLEASANTON HOTEL LP	90628 000 006 128	18,358	12,850
596	FISHER ASSOCIATES LLC	90628 000 006 414	18,358	12,850
597	159 MADISON OWNERS CORP.	10057	18,311	12,818
598	8100 BAY PARKWAY OWNERS CORP	10487	18,302	12,812
599	MARINER ASSOCIATES LP DBA WYNDHAM VIRGINIA BEACH	90628 000 003 826	18,300	12,810
600	TURNPIKE ROAD HOLDINGS LLC	90628 000 005 814	18,210	12,747
601	BOROUGH OF CLOSTER	10431	18,205	12,744
602	RESOURCES FOR COMMUNITY DEVELOPMENT	10440	18,163	12,714
603	COMFORT CALIFORNIA INC DBA COMFORT INN BY THE BAY	9 000 000 135	18,056	12,639
604	CITY OF LINCOLN NEBRASKA	90628 000 005 733	18,030	12,621
605	PALMS WEST HOSPITAL LIMITED PARTNERSHIP DBA HCA	90628 000 006 280	18,030	12,621
606	ROYAL TOWERS NJ, LP	11205	18,025	12,618
607	MISSION HILLS SD LLC	90628 000 004 070	17,912	12,539
608	POONAM APARTMENTS LLC	90628 000 004 516	17,873	12,511
609	HUNTER COMMUNICATIONS GROUP, LLC	10704	17,702	12,391
610	CHARLES F ADAMS AND ERIC C ADAMS TA ADAMS AND	90628 000 005 646	17,700	12,390
611	PI TOWER DEVELOPMENT LLC	9 000 000 271	17,671	12,370
612	INDIANA UNIVERSITY	90628 000 006 687	17,627	12,339
613	SF BURKE APARTMENTS	90628 000 005 087	17,600	12,320
614	DENVER URBAN PARTNERS HOLDCO LLC DBA COLORADO	90628 000 006 221	17,552	12,287
615	NORBEN LOFTS LLC	11277	17,500	12,250
616	KOFEL ASSOCIATES	80098	17,425	12,197
617	5309 18TH AVE BESYATA LLC	11473	17,371	12,160
618	MWB PROPERTIES LLC	12218	17,360	12,152
619	SAINT MARYS COLLEGE HIGH SCHOOL OF BERKELEY INC	90628 000 004 860	17,337	12,136
620	145 AVENUE A REALTY LLC	80034	17,273	12,091
621	NVA LLC	90628 000 004 202	17,214	12,050
622	622 187TH BRONX LLC	90628 000 004 308	17,192	12,035
623	CPT 1660 WYNKOOP LLC	90628 000 006 044	17,154	12,008
624	518-524 KENNEDY BLVD. CONDOMINIUM ASSOCIATION, INC	11520	17,097	11,968
625	FRIEDRICH JUNG	90628 000 006 453	17,084	11,959
626	TYSENS APARTMENTS LLC	11241	17,080	11,956
627	GREAT OAKS PROPERTIES	90628 000 006 538	17,047	11,933
628	SSL REALTY LLC	10250	16,979	11,885
629	BOROUGH OF ISLAND HEIGHTS	10030	16,884	11,819
630	SCP HEALTHCARE RE INCOME AGGREGATOR LP	90628 000 004 897	16,631	11,642
631	STATE LAKE LLC	90628 000 005 229	16,604	11,623
632	ORINDA DUNHILL LLC	11940	16,532	11,573
633	CONTROLLED ACCESS LLC	10276	16,500	11,550
634	PACIFIC TOWER CONDOMINIUM ASSN	11411	16,500	11,550
635	CITY OF ALLEN	90628 000 005 672	16,480	11,536
636	CYPRESS WEST REALTY MANAGEMENT INC	90628 000 006 071	16,476	11,533
637	XCELL TOWERS II, LLC	11600	16,471	11,530
638	POINT OF FRANCE ASSOCIATION INC	90628 000 004 507	16,391	11,474
639	224 10 JAMAICA REALTY LLC	90628 000 004 598	16,391	11,474
640	SEYMOUR APT LLC	90628 000 005 086	16,384	11,469
641	PROVISOR INVESTMENT PROPERTIES LLC	90628 000 004 548	16,332	11,433
642	GRAVITY PAD BTS, LLC	11917	16,240	11,368

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
643	2 BROAD STREET ASSOCIATES LLC	90628 000 004 395	16,232	11,362
644	TOWN OF WATERTOWN	90628 000 005 770	16,232	11,362
645	UNION PLAZA AT FOXWORTHY	90628 000 005 831	16,232	11,362
646	SOUTHINGTON WATER DEPARTMENT	90628 000 005 176	16,200	11,340
647	[NAME ON FILE] - CLAIM #10232	10232	16,170	11,319
648	BENJAMIN HADAR DBA 3210 RIVERDALE HOLDINGS LLC	90628 000 005 278	16,153	11,307
649	BEAR GARDEN INVESTMENTS LLC	90628 000 005 263	16,152	11,307
650	EIRWIN F SELBY INC	90628 000 006 320	16,022	11,215
651	NORTHERN KENTUCKY WATER DISTRICT	10116	16,000	11,200
652	JERICHO HOLDINGS LLC	90628 000 003 453	15,918	11,143
653	985 BRUCKNER BOULEVARD OWNERS LLC	90628 000 003 973	15,918	11,143
654	SILICON VALLEY PROPERTIES LP	90628 000 005 121	15,918	11,143
655	SOUTHPORT CROSSING LLC	90628 000 005 178	15,918	11,143
656	SR DAHILL LLC	90628 000 005 198	15,918	11,143
657	BROADMOOR HOTEL INC	90628 000 005 371	15,918	11,143
658	KA RESIDENTIAL LLC	11418	15,914	11,139
659	TEMPLE UNITED METHODIST CHURCH	90628 000 005 470	15,866	11,106
660	IND SCHOOL DIST 197 DAKOTA CITY	90628 000 006 684	15,866	11,106
661	COLORADO SPRINGS EMMANUEL MISSIONARY BAPTIST	300	15,845	11,092
662	7007 S CLINTON HOTEL LLC	90628 000 004 324	15,845	11,091
663	REDDIE & GROSE	90628 000 004 784	15,818	11,073
664	CBS INTERNATIONAL INC	90628 000 005 622	15,793	11,055
665	SLAM LLC DBA ST LOUIS AIRPORT MARRIOTT	90628 000 005 143	15,762	11,033
666	[NAME ON FILE] - CLAIM #11458	11458	15,750	11,025
667	120 PARTNERS LLC	90628 000 004 242	15,739	11,017
668	9790 GATEWAY LLC	90628 000 004 673	15,735	11,015
669	SEQUOYAH COMMUNITY CHURCH	90628 000 005 085	15,735	11,015
670	BOROUGH OF MOUNTAIN LAKES	90628 000 005 332	15,735	11,015
671	THE NEW CASTLE REALTY COMPANY	90628 000 005 530	15,710	10,997
672	CITY OF LOUISVILLE	90628 000 005 736	15,710	10,997
673	BOND PARC CONDOMINIUM	90628 000 005 312	15,606	10,924
674	TWO CORNERS, LLC	11661	15,587	10,911
675	D&C COCCI, LLC	12192	15,544	10,881
676	MAGNA REAL ESTATE LLC	90628 000 003 807	15,504	10,853
677	1470 S HAVANA ST LLC	12139	15,480	10,836
678	PARKING CONCEPTS INC	90628 000 004 436	15,459	10,821
679	CITY OF ANTIOCH	9 000 000 092	15,450	10,815
680	WOODSIDE VILLAGE NORTH LLC	90628 000 006 163	15,434	10,804
681	SR OFFICE HOLDING COMPANY LLC DBA SR LAKES	90628 000 005 199	15,430	10,801
682	OCEAN TOWERS PRESERVATION LLC	90628 000 004 211	15,400	10,780
683	DOUGLAS COUNTY SCHOOL DISTRICT 001	90628 000 006 252	15,400	10,780
684	LEXINGTON HOUSING DEVELOPMENT FUND CORPORATION	90628 000 003 746	15,383	10,768
685	REORGANIZED CHURCH OF JESUS CHRIST OF LATTER DAY	90628 000 004 794	15,354	10,747
686	RAMAN PATEL	90628 000 004 760	15,330	10,731
687	JAI BAJRANGBALI ENTERPRISES LLC	90628 000 003 424	15,246	10,672
688	458 FAIRGROUNDS DRIVE LLC	90628 000 004 650	15,246	10,672
689	GRE PROPERTIES SHERIDAN HILLS, LLC	192	15,223	10,656
690	THE BARCLAY CONDOMINIUM	90628 000 005 487	15,208	10,646
691	SHORE VIEW COOPERATIVE APARTMENTS	11068	15,132	10,592
692	ARTHUR ROAD ASSOCIATES LLC	90628 000 005 006	15,080	10,556
693	1211 HAMBURG LLC	10567	15,071	10,550
694	221 EAST 50TH STREET OWNERS INC	10700	15,045	10,531
695	242 APARTMENT CORP.	11569	15,000	10,500
696	J L A REALTY COMPANY LLC	90628 000 003 420	15,000	10,500
697	THE ISLAMIC FOOD AND NUTRITION COUNCIL OF AMERICA	90628 000 005 521	14,980	10,486
698	OZONE REALTY GROUP LLC	90628 000 006 009	14,908	10,436
699	CUII PROPERTIES HOLDINGS LLC	90628 000 006 062	14,899	10,430
700	[NAME ON FILE] - CLAIM #10391	10391	14,861	10,403
701	PENTECOSTAL CHURCH OF GOD OF AMERICA CENTRAL	90628 000 004 473	14,860	10,402
702	202-02-10 REALTY LLC	11558	14,857	10,400
703	MOUNTAIN VIEW CIRCLE EQUITY LLC	10214	14,853	10,397
704	[NAME ON FILE] - CLAIM #74	74	14,822	10,376
705	BROADWAY PROPERTY OWNER LLC	10896	14,815	10,371
706	CHAPPARAL METROPOLITAN DISTRICT	11293	14,813	10,369
707	NOKIA OF AMERICA CORPORATION	90636 000 000 144	14,793	10,355
708	VILLAGE OF PLEASANT PRAIRIE, A WI MUNICIPAL CORP	513	14,710	10,297
709	5609 REALTY CORP.	11349	14,690	10,283
710	QWEST CORPORATION DBA CENTURYLINK QC	90628 000 004 570	14,663	10,264
711	UNION TELEPHONE COMPANY	11013	14,614	10,230
712	RAY SHAMIEH AND DALIA SHAMIEH TRUSTEES OF THE RAY	90628 000 004 769	14,568	10,198
713	2200 A K R ASSOCIATES LLC	90628 000 004 594	14,549	10,184
714	NF IV I DENVER CC LLC	90628 000 004 168	14,541	10,178
715	A AND L PARADISE LLC	90628 000 003 977	14,496	10,147
716	SL 101 LLC	90628 000 005 139	14,490	10,143
717	AFTERNOON DELIGHT FIFTH AVE ASSOC LLC C O STELLAR	90628 000 004 688	14,465	10,126
718	JUSTIN SIENNA HIGH SCHOOL	90628 000 003 486	14,424	10,097
719	120 WEST 28TH STREET ASSOCIATES LLC	90628 000 004 243	14,424	10,097
720	BSD HOLDINGS LLC	90628 000 005 384	14,424	10,097
721	CAF HUNTINGTON LLC	90628 000 005 405	14,424	10,097
722	SUNSET PARK OWNER III LLC	90628 000 005 438	14,424	10,097
723	CITY OF KIRKWOOD	90628 000 005 726	14,422	10,095
724	E AND J DEVELOPMENTS LLC	90628 000 006 267	14,420	10,094
725	KANSAS CITY KANSAS HOUSING AUTHORITY	90628 000 003 492	14,400	10,080
726	PARKWAY TOWERS AND TOWNHOUSES	90628 000 004 441	14,400	10,080
727	B NEMIROFF R GUREWITSCH AND E NEMIROFF	90628 000 005 062	14,400	10,080
728	LHA PIERCE STREET LLLP	90628 000 003 749	14,363	10,054
729	JAKIMOWICZ PARTNERS LP	90628 000 003 425	14,354	10,048
730	CASE WESTERN RESERVE UNIVERSITY	90628 000 005 610	14,326	10,028
731	WEST 4TH REALTY ASSOC LLC	90628 000 006 108	14,326	10,028
732	HIGHLAND WEST LLLP DBA HIGHLAND WEST COMMUNITY	90628 000 006 618	14,326	10,028
733	ALPHA DEVELOPMENT GROUP LP	90628 000 004 719	14,280	9,996
734	PHILLIP R BERDESKI	90628 000 004 480	14,214	9,950
735	1814 HOLDING CORPORATION	90628 000 004 377	14,148	9,904
736	OTA BERGEN LLC	90628 000 004 416	14,008	9,806

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
737	LENNAR HOMES OF CALIFORNIA INC DBA CAL ATLANTIC	90628 000 003 574	14,000	9,800
738	TERRANCE YOSHIKAWA DBA YOSHIKAWA FAMILY TRUST	90628 000 005 476	14,000	9,800
739	CANDLEWYCK CONDOMINIMUM ASSOCIATION	90628 000 005 594	13,963	9,774
740	SHORE SQUARE PROPERTIES, LLC	10243	13,928	9,750
741	HERSHA HOSPITALITY LP	9 000 000 195	13,792	9,654
742	CENTER PLAZA ASSN OF ROCHESTER INC	90628 000 005 627	13,659	9,561
743	COMMUNICATIONS LEASING INC	9 000 000 137	13,591	9,514
744	ANTHEMNET INC	90628 000 004 928	13,577	9,504
745	THE FIRST CHURCH OF MONSON INC	90628 000 005 511	13,506	9,454
746	81 ROSE HOTEL LLC	90628 000 004 657	13,500	9,450
747	ATRIUM EAST CONDOMINIUM ASSOCATION	12143	13,500	9,450
748	10 MOTT AVENUE REALTY LLC	90628 000 004 038	13,498	9,449
749	JACKSON TOWNSHIP MUA	90628 000 003 423	13,498	9,449
750	LUDLOW STREET HOTEL LLC	9 000 000 225	13,390	9,373
751	SCHAFMAN REALTY LLC	11357	13,371	9,360
752	ADAMS ARAPAHOE DISTRICT 28J	9 000 000 035	13,370	9,359
753	SELFRIDGE TENANTS INC.	11200	13,367	9,357
754	BRENTMOOR HOLDINGS LLC	90628 000 005 358	13,309	9,317
755	WASHINGTON UNIVERSITY	90628 000 006 089	13,298	9,308
756	SAN DIEGO COMMUNITY COLLEGE DIST	9 000 000 293	13,281	9,297
757	TUCKAHOE ASSOCIATION INC	90628 000 005 810	13,200	9,240
758	LAMESA PARK PLAZA ASSOCIATES LLC	274	13,179	9,225
759	NOTARO FAMILY LIMITED PARTNERSHIP	90628 000 004 195	13,178	9,225
760	CABLE ONE	9 000 000 074	13,125	9,188
761	1057 LEXINGTON LLC	90628 000 004 055	13,113	9,179
762	CITY OF SARTELL	90628 000 005 931	13,113	9,179
763	130 W SUPERIOR ST LLC	90628 000 004 257	13,113	9,179
764	TOWER GARDENS INC	90628 000 005 750	13,113	9,179
765	UTILITY SERVICE COMMUNICATIONS	90628 000 005 856	13,113	9,179
766	ELITE TOWERS LP	9 000 000 160	13,112	9,178
767	ST LOUIS HILLS MEDICAL CENTER INC	90628 000 005 220	13,077	9,154
768	HEATHER BRAND FOURTH LLC	12339	13,000	9,100
769	3694 BROADWAY ASSOCIATES LLC	90628 000 003 721	12,923	9,046
770	WILLIAM WALKER III TRUST	90628 000 006 142	12,923	9,046
771	HEARTLAND SEVEN CORNERS HOTEL LLC DBA COURTYARD	90628 000 006 593	12,923	9,046
772	CONTRA COSTA COUNTY DBA PUBLIC WORKS	90628 000 006 029	12,855	8,998
773	GREENPOINT EKFORD LLC	90628 000 006 545	12,785	8,949
774	OSWEGO COUNTY	90628 000 004 415	12,777	8,944
775	CROPSEY AND 17TH PROPERTIES LLC	90628 000 006 053	12,735	8,914
776	STG 2855 TELEGRAPH LLC	10210	12,715	8,901
777	330 S SECOND LLC	90628 000 003 694	12,693	8,885
778	LCB ASSOCIATES IN TRUST FOR JACKSON FAMILY LLC	90628 000 003 568	12,688	8,882
779	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	90628 000 005 231	12,678	8,874
780	TOWNSHIP OF BRANCHBURG	90628 000 005 772	12,662	8,863
781	GREF IV TRS LLC DBA STAMFORD HOTEL OPCO LLC	90628 000 006 550	12,610	8,827
782	350 EAST 67TH STREET ASSOCIATES LP	9 000 000 024	12,607	8,825
783	COUNTY OF OTTAWA	90628 000 006 002	12,600	8,820
784	2150 N FIRST NOVEL COWORKING LLC	90628 000 004 586	12,568	8,798
785	HETAL PATEL DBA ISHVERKRUPA HOSPITALITY LLC	90628 000 006 604	12,568	8,798
786	BAY PROPERTIES INC	9 000 000 053	12,552	8,786
787	BENIK LLC	90628 000 005 277	12,537	8,776
788	[NAME ON FILE] - CLAIM #80108	80108	12,500	8,750
789	MOUNTAIN VIEW PRESBYTERIAN CHURCH	90628 000 004 106	12,500	8,750
790	KIEMLE AND HAGOOD COMPANY DBA KIEMLE HAGOOD	90628 000 003 512	12,479	8,735
791	LG ANDERSON LLC	10304	12,476	8,733
792	251 E 29 ST. LLC	11292	12,415	8,691
793	BOROUGH OF BEACHWOOD	10175	12,392	8,675
794	TRINITY UNITED METHODIST CHURCH	10730	12,362	8,654
795	BERNAT AND EMANUEL STENIMETZ PTR SEASHORE	90628 000 005 280	12,302	8,612
796	NEW HORIZON WEST I LP	90628 000 004 155	12,294	8,606
797	MEMORIAL HOSPITAL OF LARAMIE COUNTY	90628 000 003 869	12,241	8,569
798	3510 REALTY CORP	90628 000 003 710	12,219	8,553
799	1700 CALIFORNIA STREET LLC	90628 000 004 364	12,116	8,481
800	3502 KINGS HIGHWAY CO LLC	90628 000 003 709	12,098	8,468
801	MITCHELL DRIVE LLC	90628 000 004 073	12,098	8,468
802	787 ASSOCIATES LLC	90628 000 004 345	12,098	8,468
803	114 WOODSIDE CORP	90628 000 004 068	12,038	8,426
804	GREENWICH HOSPITAL	9 000 000 186	12,000	8,400
805	105 VCP OWNER LLC	90628 000 004 053	12,000	8,400
806	6101 YELLOWSTONE LLC	90628 000 004 305	12,000	8,400
807	C AND H UNLIMITED LP	90628 000 005 402	12,000	8,400
808	CAROLYNN F JACKSON FAMILY PARTNERS	90628 000 005 605	12,000	8,400
809	GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	90628 000 006 540	12,000	8,400
810	COUNTY OF PLATTE DBA PUBLIC WATER SUPPLY DISTRICT	90628 000 006 004	11,978	8,385
811	BERNSTEIN MANAGEMENT CORPORATION	9 000 000 056	11,882	8,317
812	CITY OF RENTON	9 000 000 110	11,882	8,317
813	BLUE VALLEY UNIFIED SCHOOL DISTRICT 229	9 000 000 063	11,845	8,291
814	M42 43 ITHACA STREET LLC	90628 000 003 796	11,801	8,261
815	BROADWAY CRESCENT REALTY INC	90628 000 005 373	11,801	8,261
816	EDISON PLAZA REALTY LLC	90628 000 006 312	11,801	8,261
817	GRAND DEVELOPMENT LLC	90628 000 006 530	11,687	8,181
818	TPA III LLC	90628 000 005 785	11,610	8,127
819	EAST VALLEY BAPTIST CHURCH	90628 000 006 278	11,607	8,125
820	SQUARE 742 LLC	90628 000 005 197	11,572	8,101
821	ARMIN JADADIC DBA JADADIC LLC	90628 000 005 003	11,537	8,076
822	THOMAS H ROBERTS II DBA NEXT MILLENNIUM PROPERTY	90628 000 005 554	11,537	8,076
823	ELMIRA HOUSING AUTHORITY	90628 000 006 333	11,537	8,076
824	ATLINK SERVICES LLC DBA ATLINK SERVICES LLC	90628 000 005 051	11,531	8,072
825	ORPHEUS MANAGEMENT CORP	9 000 000 258	11,474	8,032
826	275 277 REALTY LLC	90628 000 003 654	11,461	8,023
827	363 NY ASSOCIATES LLC	90628 000 003 718	11,461	8,023
828	A 1502 REALTY CORP	90628 000 003 974	11,461	8,023
829	AB2 REALTY LLC	90628 000 003 980	11,461	8,023
830	188 30 MGMT LLC	90628 000 004 386	11,461	8,023
831	42 55 COLDEN OWNERS CORP	90628 000 004 631	11,461	8,023
832	801 70TH STREET LLC	90628 000 004 656	11,461	8,023
833	5G BROOKDALE EQUITIES LLC	90628 000 004 980	11,461	8,023

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D

#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
834	SIBLEY SQUARE	90628 000 005 115	11,461	8,023
835	GILEAD LUTHERAN CHURCH	90628 000 006 492	11,461	8,023
836	BURLESON CITY OF TX	90628 000 005 397	11,424	7,997
837	RUTGERS THE STATE UNIVERSITY	90628 000 004 845	11,418	7,993
838	CALIFORNIA COMMUNITY FOUNDATION	9 000 000 077	11,405	7,983
839	MARK TERRACE OWNERS CORP	90628 000 003 834	11,400	7,980
840	[NAME ON FILE] - CLAIM #10552	10552	11,362	7,953
841	OMNINET VENTURA SL, LLC	11461	11,342	7,939
842	CITY OF SOUTH GATE	90628 000 005 934	11,330	7,931
843	STRATMOOR HILLS WATER DISTRICT	90628 000 005 423	11,293	7,905
844	FIRST LA CROSSE PROPERTIES	10938	11,269	7,888
845	BONAVENTURE CONDOMINIUMS INC	90628 000 005 311	11,254	7,878
846	WALGREEN CO	90628 000 005 907	11,242	7,869
847	SKA EQUITIES LLC	9 000 000 303	11,220	7,854
848	102 12 TENANTS LTD	90628 000 004 043	11,175	7,822
849	STAR OF THE WEST MILLING CO.	10676	11,146	7,802
850	JEFFRY S C CHANG	90628 000 003 449	11,146	7,802
851	631-635 PALISADE AVENUE CONDOMINIUM	11765	11,111	7,778
852	WIENS ENTERPRISES LLC	90628 000 006 134	11,104	7,773
853	THE HOUSING AUTHORITY OF THE CITY OF COLORADO	90628 000 005 520	11,051	7,736
854	LM INFRA ACQUISITION COMPANY LLC	9 000 000 218	11,051	7,735
855	NEW HAVEN ROCKAWAY LLC	90628 000 004 152	11,016	7,711
856	LENOX GARDENS APARTMENT CORPORATION	90628 000 003 576	10,924	7,647
857	ROOFTOP WIRELESS LLC	12344	10,878	7,615
858	ASHFORD TRS LESSEE II LLC	11697	10,855	7,598
859	SALVATION ARMY IRONBOUND BOYS AND GIRLS CLUB	90628 000 004 867	10,824	7,577
860	UNIVERSITY OF MIAMI	9 000 000 366	10,815	7,571
861	BRAEMAR TRS CORPORATION DBA BHR TRS BEVERLY HILLS	90628 000 005 353	10,815	7,571
862	CITY HEIGHTS CONDOMINIUM ASSOCIATION INC	90628 000 005 670	10,815	7,571
863	ROBERT H BENEDIX III	90628 000 004 816	10,800	7,560
864	CARIBBEAN HOUSE INC	90628 000 005 599	10,800	7,560
865	UNIVERSITY TOWER CONDO	90628 000 005 846	10,800	7,560
866	SHEARER BLOCK CONDO OWNERS ASS'N	11871	10,800	7,560
867	AMSTERDAM 1835 HOLDINGS LLC	90628 000 004 916	10,750	7,525
868	EMORY COMMONS, LLC	11631	10,738	7,517
869	CONTRA COSTA COMMUNITY COLLEGE DISTRICT	9 000 000 140	10,609	7,426
870	OMNI VISION DALLAS LLC	9 000 000 255	10,609	7,426
871	WAVES MANAGEMENT INC	9 000 000 376	10,609	7,426
872	75 MAIDEN LANE LLC	90628 000 004 335	10,609	7,426
873	HERSCOWITZ LIVINNG TRUST	90628 000 006 601	10,609	7,426
874	EJC ATLANTA I 85 LLC	90628 000 006 323	10,575	7,403
875	1700 CALIFORNIA STREET OWNERS LLC	90628 000 004 365	10,500	7,350
876	MAINSTAY COOPERATIVE SECTION 2 INC	90628 000 003 810	10,446	7,312
877	MUSIC CITY HOTELS LLC	90628 000 004 124	10,414	7,290
878	EMERGENCY RADIO SERVICE, LLC	333	10,404	7,283
879	PAVILION CENTER ASSOCIATES LLC	90628 000 004 456	10,403	7,282
880	UTAH DEPARTMENT OF TRANSPORTATION	90628 000 005 855	10,394	7,276
881	TIGR ACQUISITIONS IV LLC	90628 000 005 562	10,369	7,258
882	QUALITY VISION INTERNATIONAL INC	90628 000 004 559	10,334	7,234
883	20-30 MERLE REALTY LLC	11286	10,316	7,221
884	SOUTHWEST TOWERS INC	90628 000 005 183	10,312	7,219
885	OLIVENHAIN MUNICIPAL WATER DISTRICT	9 000 000 253	10,311	7,218
886	301 W 45 REALTY LLC	9 000 000 022	10,300	7,210
887	78 79 YORK ASSOCIATES LLC	9 000 000 028	10,300	7,210
888	FREEHAND HOTEL TENANT LLC DBA FREEHAND CHICAGO	9 000 000 176	10,300	7,210
889	701 1ST AVENUE B LLC	10968	10,240	7,168
890	G.O.P.-1, LLC	10783	10,159	7,112
891	COLUMBIA PROPERTY TRUST OPERATING PARTNERSHIP LP	9 000 000 132	10,150	7,105
892	FOURTEENTH STREET VENTURE, LLC	11636	10,128	7,090
893	MENTAL HEALTH CENTER OF BOULDER COUNTY INC	90628 000 003 870	10,122	7,086
894	TEBO LONGBOW, LLC	10931	10,032	7,022
895	T U INVESTMENTS LLC	90628 000 005 456	10,031	7,022
896	[NAME ON FILE] - CLAIM #12161	12161	10,018	7,013
897	NB 333 W CORK STREET LLC	90628 000 004 140	10,015	7,011
898	PUBLIC SAFETY SERVICES INC	90628 000 004 550	10,000	7,000
899	GENERAL LEASING AND MANAGEMENT CORP	90628 000 006 475	9,972	6,981
900	OAK LODGE WATER SERVICES AUTHORITY	11622	9,908	6,936
901	KINRY AND ASSOCIATES LLC	90628 000 003 519	9,859	6,901
902	BROOME COUNTY	90628 000 005 382	9,851	6,896
903	LANDMARKS RIDGE ASSOCIATES LIMITED PARTNERSHIP	90628 000 003 556	9,835	6,884
904	NICHOLAS JASON BALDRIGE	90628 000 004 172	9,835	6,884
905	RADIO TRAINING NETWORK INC	90628 000 004 746	9,835	6,884
906	CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS	90628 000 005 951	9,820	6,874
907	WEST NEW YORK HOUSING AUTHORITY	90628 000 006 113	9,760	6,832
908	BEEKS LAND COMPANY LLC DBA 312 MANAGEMENT	90628 000 005 267	9,742	6,819
909	JOHN WALTER DOMMES	90628 000 003 471	9,739	6,817
910	AMERICAN REALTY AND INVESTMENTS	90628 000 004 739	9,739	6,817
911	VILLAGE OF GLENVIEW	9 000 000 372	9,739	6,817
912	TRIPLE L REALTY OF FLUSHING CORP	90628 000 005 803	9,710	6,797
913	FAYETTEVILLE HOUSING AUTHORITY	90628 000 006 384	9,692	6,784
914	501 FAMILY REALTY CORP	90628 000 004 950	9,678	6,775
915	PERALTA COMMUNITY COLLEGE DISTRICT	90628 000 004 474	9,654	6,758
916	DELTA HOUSING CORPORATION OF	90628 000 006 219	9,644	6,751
917	THE JOHNS HOPKINS HOSITAL	90628 000 005 524	9,640	6,748
918	CITY OF HOT SPRINGS ARKANSAS	90628 000 005 721	9,638	6,747
919	SKYLINE TOWERS INC	90628 000 005 138	9,551	6,686
920	VILLAGE OF FAIRPORT	90628 000 005 879	9,551	6,686
921	CLAYTON EARLY LEARNING TRUSTEES GEORGE W CLAYTON	90628 000 005 961	9,551	6,686
922	INWOOD CONDOMINIUM ASSOCIATION INC	90628 000 006 697	9,551	6,686
923	GABLES WATERWAY TOWERS CONDOMINIUM ASSOCIATION INC	90628 000 006 458	9,548	6,684
924	860 WASHINGTON GORP PROPERTY LLC	90628 000 004 660	9,548	6,684
925	CHAPTER 2 EQUITIES LLC	90628 000 005 642	9,548	6,684
926	CTK PARTNERS LLC	90628 000 006 059	9,548	6,684
927	FORGE VIDOVICH MOTEL LP	90628 000 006 424	9,548	6,684
928	FOUR PILLARS MANAGEMENT GROUP LLC	90628 000 006 433	9,548	6,684
929	PCC RESERVOIR LLC	90628 000 004 460	9,520	6,664
930	YOUNGGIL CORP	90628 000 006 188	9,513	6,659

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
931	BROADCAST SERVICES INC	90628 000 005 369	9,433	6,603
932	JOYCE EQUITIES INC	90628 000 003 478	9,426	6,598
933	PALM CITY PLAZA PARTNERSHIP	90628 000 006 022	9,426	6,598
934	PRIME STORAGE JAMAICA LLC	10536	9,425	6,598
935	CITY OF EULESS TEXAS	90628 000 005 709	9,408	6,586
936	AZZOPARDI FAMILY PARTNERSHIP A CALIFORNIA LIMITED	90628 000 005 061	9,368	6,558
937	6 WEST 32ND STREET LLC DBA NYMA THE NEW YORK	90628 000 004 981	9,364	6,555
938	CITY OF BOWIE	90628 000 005 681	9,360	6,552
939	CIS COMMUNICATIONS LLC	106	9,285	6,500
940	TOWN OF EAST HAMPTON	9 000 000 346	9,272	6,490
941	49 STREET SAI LLC	90628 000 004 945	9,270	6,489
942	SOUTHERN METHODIST UNIVERSITY	90628 000 005 174	9,230	6,461
943	ATS MOBILE TELEPHONE INC	90628 000 005 054	9,225	6,457
944	ELO GROUP LLC	90628 000 006 335	9,215	6,450
945	PURISSIMA HILLS WATER DISTRICT	90628 000 004 552	9,179	6,425
946	2566 OVERLAND PLAZA LP	90628 000 003 649	9,135	6,395
947	CASIOPEA BOVET PROPERTIES LLC	90628 000 005 611	9,120	6,384
948	MELROSE PARK HOUSING DEVELOPMENT	90628 000 003 867	9,075	6,353
949	WELLQUEST PROPERTIES II LLC DBA WELLQUEST 625	90628 000 006 102	9,064	6,345
950	CHARLES COUNTY COUNTY COMISSIONERS	90628 000 005 644	9,062	6,343
951	PIERCON PROPERTY MANAGEMENT GROUP LLC	9 000 000 273	9,032	6,323
952	CORONADO CAYS YACHT CLUB	90628 000 006 035	9,003	6,302
953	LGOC LLC	90628 000 003 748	9,000	6,300
954	RUTILIO OLIVAR	90628 000 004 847	9,000	6,300
955	BVNK HOSPITALITY LLC	90628 000 005 399	9,000	6,300
956	CITY OF BALCH SPRINGS	90628 000 005 677	9,000	6,300
957	CORONATO CAUCHI	90628 000 006 038	9,000	6,300
958	SWVP MDM LLC	90628 000 005 448	8,977	6,284
959	THE DAKOTA CONDOMINIUMS	90628 000 005 505	8,976	6,283
960	HUNG YEE REALTY CORP	90628 000 006 668	8,974	6,282
961	SMITH COMMUNICATIONS	90628 000 005 148	8,970	6,279
962	ARMSTRONG SELF STORAGE LLC	90628 000 005 004	8,914	6,240
963	SHAYDA LLC	90628 000 005 091	8,914	6,240
964	FAT BEAR LLC	90628 000 006 383	8,800	6,160
965	EXPONENT INC	90628 000 006 370	8,752	6,127
966	CITY OF TAMARAC	9 000 000 123	8,742	6,119
967	[NAME ON FILE] - CLAIM #80087	80087	8,742	6,119
968	LIH HP UTICA ASSOCIATES LLC	90628 000 003 757	8,739	6,118
969	NORTHERN CALIFORNIA CONFERENCE OF SEVENTH DAY	90628 000 004 187	8,712	6,098
970	JERRY Y MOY	90628 000 003 456	8,686	6,080
971	BOROUGH OF ALPINE	90628 000 005 316	8,667	6,067
972	ASSOCIATED CATHOLICS CEMETERIES DBA CORPORATION OF	90628 000 005 048	8,652	6,056
973	CANAL STREET VENTRUES LLC	90628 000 005 592	8,615	6,031
974	GALE COMMUNITIES INC	90628 000 006 460	8,596	6,017
975	GILBERT SCHLESINGER AND SYDNEY LERNER PARTNERS	90628 000 006 490	8,527	5,969
976	1157 59 MASONIC STREET LLC	90628 000 004 238	8,523	5,966
977	SAN JOSE HEALTHCARE SYSTEM LP	90628 000 004 875	8,502	5,951
978	SECURITY SELF STORAGE	90628 000 004 908	8,490	5,943
979	SYRACUSE HOUSING AUTHORITY	90628 000 005 454	8,490	5,943
980	STATE UNIVERSITY OF NEW YORK	9 000 000 311	8,487	5,941
981	JEMSA REALTY LLC	90628 000 003 450	8,487	5,941
982	NORTH MADISON VOLUNTEER FIRE COMPANY	90628 000 004 181	8,487	5,941
983	OWNERS OF 66 22 FLEET STREET	90628 000 004 424	8,487	5,941
984	44 SOUTH BROADWAY OWNER LLC	90628 000 004 639	8,487	5,941
985	WILLINGBORO MUNICIPAL UTILITIES AUTHORITY	90628 000 006 145	8,487	5,941
986	[NAME ON FILE] - CLAIM #68	68	8,480	5,936
987	RG INVESTMENT REAL ESTATE SERVICES INC	90628 000 004 798	8,442	5,909
988	CITY AND COUNTY OF DENVER HOUSING AUTHORITY	90628 000 005 668	8,405	5,883
989	CAMINO GRANDE VILLAS HOMEOWNERS ASSOCIATION	90628 000 005 591	8,402	5,882
990	[NAME ON FILE] - CLAIM #11480	11480	8,400	5,880
991	SCHUSTER HISTORIC BUILDING LLC	90628 000 004 892	8,400	5,880
992	STAN J SIEVERTS	90628 000 005 225	8,400	5,880
993	COMMERCIAL FACILITIES INC	90628 000 005 980	8,382	5,867
994	DE SABLA APARTMENTS LLC	90628 000 006 209	8,374	5,862
995	7880 LLC	90628 000 004 346	8,364	5,855
996	MILITARY PARK BUILDING LLC	90628 000 003 903	8,323	5,826
997	SEAVIEW HOUSE LLC	90628 000 004 904	8,323	5,826
998	MLG 904 DEVELOPMENT LLC	90628 000 004 076	8,305	5,813
999	191 PREMIER HOLDINGS LLC	10035	8,288	5,802
1000	PZZ TNT PROPERTY OWNER LLC	90628 000 004 556	8,277	5,794
1001	NEW JERSEY STATE OF	90628 000 004 157	8,240	5,768
1002	SOUTHPORTE ONE CONDO ASSOC	90628 000 005 179	8,240	5,768
1003	IDEC CORPORATION	90628 000 006 679	8,225	5,758
1004	IGLESIA NUEVA JERUSALEN DE AIC	90628 000 006 681	8,219	5,753
1005	CITY OF OAK PARK	11158	8,161	5,713
1006	EAST NORTHPORT JEWISH CENTER	10763	8,160	5,712
1007	MOCCASIN PROPERTIES LC	90628 000 004 079	8,118	5,683
1008	HITCH TOWERS LLC	90628 000 006 634	8,118	5,683
1009	RIESE EAST URBAN RENEWAL CORPORATION	90628 000 004 808	8,115	5,681
1010	ALEXANDRIA REAL ESTATE EQUITIES INC AREE DBA ARE	90628 000 004 707	8,104	5,673
1011	REFLECTIONS ON THE GULF ASSOC INC DBA HOLIDAY	90628 000 004 788	8,020	5,614
1012	PORT CHESTER HOUSING AUTHORITY	90628 000 004 519	8,000	5,600
1013	COUNTRY CLUB RECOVERY LLC	90628 000 005 993	8,000	5,600
1014	PLYMOUTH GARDENS INC	90628 000 004 500	7,997	5,598
1015	UPPER MOHAWK VALLEY REGIONAL WATER BOARD	90628 000 005 848	7,986	5,590
1016	SANCTA MARIA HOSPITAL INC DBA SANCTA MARIA NURSING	90628 000 004 880	7,980	5,586
1017	MORLEY MANOR COOPERATIVE	90628 000 004 090	7,959	5,571
1018	220 GOLDEN GATE ASSOCIATES LP	90628 000 004 592	7,957	5,570
1019	RAINBOW MUNICIPAL WATER DISTRICT	90628 000 004 751	7,871	5,509
1020	ROMAN CATHOLIC DIOCESE OF PATERSON	90628 000 004 825	7,868	5,507
1021	1815 PACIFIC LLC	90628 000 004 378	7,851	5,495
1022	SAM A NAWAR DBA NAWAR TRUST	90628 000 004 868	7,800	5,460
1023	THE SADDLE AND SIRLOIN CLUB OF KANSAS CITY	90628 000 005 540	7,792	5,454
1024	CLAUDIO F RAMOS	90628 000 005 959	7,780	5,446
1025	STAR WEST JV LLC DBA STAR WEST METREON LLC	90628 000 005 227	7,775	5,442
1026	LA JOLLA MASONIC TEMPLE ASSOCIATION	90628 000 003 535	7,763	5,434
1027	14TH STREET ASSOCIATES LP	90628 000 004 287	7,752	5,426

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1028	EXECUTIVE HOUSE ASSOCIATES LLC	90628 000 006 366	7,725	5,408
1029	CITY OF FEDERAL WAY	90628 000 005 713	7,723	5,406
1030	SRGMF III 9TH STREET SAN DIEGO LLC	90628 000 005 200	7,715	5,401
1031	305 CONDO LLC	90628 000 003 674	7,649	5,354
1032	SACRAMENTO CA I FGF LLC	90628 000 004 854	7,641	5,348
1033	APRIL TIGER LP	90628 000 004 993	7,641	5,348
1034	PASADENA INVESTMENTS LLC	90628 000 004 446	7,616	5,331
1035	GOOD SHEPHERD LUTEHRAN CHURCH	332	7,600	5,320
1036	ALISO VIEJO COMMUNITY ASSOCIATION	90628 000 004 709	7,541	5,279
1037	109 WEST 38TH LLC	90628 000 004 060	7,538	5,276
1038	SUMMIT FIRE AND MEDICAL DISTRICT	90628 000 005 431	7,536	5,275
1039	WEST METRO FIRE PROTECTION DISTRICT	90628 000 006 111	7,488	5,242
1040	CRANBROOK REALTY INVESTMENT FUND LP	9 000 000 145	7,426	5,198
1041	141 NEWARK AVE LLC	90628 000 004 270	7,426	5,198
1042	THE J DAVID GLADSTONE INSTITUTES	90628 000 005 522	7,426	5,198
1043	WIRELESS TOWERS LLC	90628 000 006 155	7,426	5,198
1044	FIRST DAVID ASSOCIATE LLC	90628 000 006 408	7,426	5,198
1045	CITY OF MARANA PUBLIC SCHOOLS DBA MARANA UNIFIED	90628 000 005 738	7,425	5,197
1046	BOROUGH OF NORTH CALDWELL	90628 000 005 334	7,416	5,191
1047	WILSON LANE REALTY LLC	90628 000 006 147	7,403	5,182
1048	MRA HUB 34 OWNER LLC	90628 000 004 111	7,396	5,177
1049	STADIUM CASINO RE LLC DBA LIVE CASINO AND HOTEL	90628 000 005 223	7,354	5,148
1050	JWB LLC	90628 000 003 487	7,350	5,145
1051	THE BOROUGH OF SAYREVILLE	90628 000 005 491	7,350	5,145
1052	IRVING INDEPENDENT SCHOOL DISTRICT	90628 000 006 702	7,320	5,124
1053	CITY OF GERMANTOWN	12249	7,296	5,107
1054	13TH STREET HOSPITALITY LLC	90628 000 004 266	7,283	5,098
1055	SUPERIOR VAN WYCK HOTEL LLC	90628 000 005 442	7,283	5,098
1056	CITY OF HAWAIIAN GARDENS	90628 000 005 717	7,280	5,096
1057	BROOKLYN RENAISSANCE OFFICE RETAIL LLC	90628 000 005 380	7,269	5,088
1058	CITY OF ISSAQUAH, WASHINGTON	10451	7,266	5,086
1059	WASSERSTEIN ENTERPRISE LLC	90628 000 006 090	7,245	5,072
1060	MUHLENBERG GARDENS URBANRENEWAL LLC	90628 000 004 122	7,231	5,062
1061	MADISON COURT HDFC AND MADISON COURT LP	11603	7,216	5,051
1062	148 154 COLUMBUS REALTY I LLC	90628 000 004 282	7,212	5,048
1063	279 ARROW LLC	90628 000 003 661	7,210	5,047
1064	MGP XII REIT LLC	90628 000 003 880	7,210	5,047
1065	TELEGRAPH CANYON TIC Z FAMILY LLC	90628 000 005 464	7,210	5,047
1066	FOUNTAINHEAD PROPERTIES LLC	90628 000 006 431	7,210	5,047
1067	EXCHANGE AT 104 LP	90628 000 006 365	7,200	5,040
1068	TOWN OF NORFOLK	90628 000 005 762	7,200	5,040
1069	PEGASUS ENTERPRISES LP	90628 000 004 467	7,142	4,999
1070	14 ROCKLAND AVENUE LLC	90628 000 004 268	7,140	4,998
1071	INC VILLAGE OF BAYVILLE	9 000 000 203	7,103	4,972
1072	CITY OF EL CAJON	90628 000 005 705	7,073	4,951
1073	TOWNSHIP OF LOWER MERION	90628 000 005 776	7,070	4,949
1074	DANIEL H MORGAN	90628 000 006 078	7,048	4,933
1075	1439 REALTY LLC	11327	7,014	4,910
1076	WIRELESS EDGE TOWERS III, LLC	11407	7,009	4,906
1077	PARK US LESSEE HOLDINGS INC DBA CUPERTINO LESSEE	90628 000 004 429	7,006	4,904
1078	SM BROADWAY CORPORATION DBA DOUBLETREE BY HILTON	90628 000 005 144	7,002	4,901
1079	HUNTING POINT APARTMENTS LLC	90628 000 006 669	7,002	4,901
1080	CORVUS INVESTMENTS LLC DBA HIGHLAND THEATRE LLC	90628 000 005 991	7,000	4,900
1081	DS 97 2ND PROPERTY OWNER LLC	90628 000 006 260	7,000	4,900
1082	AREPIII PSF HOTEL LLC	90628 000 004 996	6,975	4,882
1083	WSA PROPERTIES LLC	90628 000 006 174	6,959	4,872
1084	ISCO INTERNATIONAL LLC	90636 000 000 140	6,913	4,839
1085	98 RIVINGTON REALTY CORP	90628 000 003 971	6,896	4,827
1086	PASADENA GATEWAY VILLAS CORPORATION	90628 000 004 444	6,896	4,827
1087	PAUL BULLOCH JR DBA PREFERRED SITES LLC	90628 000 004 449	6,896	4,827
1088	SUNHILL ENTERPRISES LP	90628 000 005 434	6,896	4,827
1089	TRAVIS CREDIT UNION	90628 000 005 787	6,896	4,827
1090	SADDLEBACK TECHNOLOGY PARK ASSOCIAT	11493	6,884	4,819
1091	BETHPAGE WATER DISTRICT	9 000 000 058	6,867	4,807
1092	INC VILLAGE OF OLD WESTBURY	9 000 000 204	6,867	4,807
1093	CITY OF EVERETT	9 000 000 098	6,831	4,782
1094	COMPUTER CONSULTING SERVICES OF	90636 000 000 137	6,800	4,760
1095	MARK L COLLINS DBA MARK L COLLINS TRUSTEE OF THE	90628 000 003 832	6,790	4,753
1096	SALIMAN VENTURES LLC	90628 000 004 862	6,790	4,753
1097	WALTER L ERHARDT JR	90628 000 005 912	6,784	4,749
1098	ISKATE INC	90628 000 003 413	6,763	4,734
1099	LOCAL 560 BUILDING CORP	90628 000 003 768	6,760	4,732
1100	ECHO FLATS APARTMENTS LLC	90628 000 006 305	6,755	4,729
1101	SAMARITAN HOUSE	90628 000 004 869	6,749	4,724
1102	FORT KNOX PITTSBURG LLC	90628 000 006 426	6,740	4,718
1103	TTEPA ASSOCIATES LLC	10928	6,689	4,682
1104	IP MORTGAGE BORROWER LLC	90628 000 006 698	6,659	4,662
1105	SOUTHWEST VALUE PARTNERS FUND XVIII LP DBA SWVP	90628 000 005 184	6,659	4,661
1106	JEAN CLAUDE ALDIBS	90628 000 003 445	6,653	4,657
1107	44 W 28 PENN PLAZA PROPERTIES LLC	90628 000 004 641	6,642	4,650
1108	SOUTHEASTERN WAREHOUSING AND DIST INC	90628 000 005 172	6,600	4,620
1109	HYATT CORPORATION DBA HYATT REGENCY PORTLAND AT	90628 000 006 674	6,600	4,620
1110	OKYONG CHANG DBA CHANG TRUST	90628 000 004 217	6,584	4,609
1111	ANDREW PANAGOS DBA GKAP NORTHERN LLC	90628 000 004 924	6,578	4,604
1112	CITY OF BRIGANTINE	90628 000 005 685	6,559	4,591
1113	LIBERTY TOWNSHIP	90628 000 003 752	6,556	4,589
1114	MACOMBS ASSOCIATES LLC	90628 000 003 801	6,556	4,589
1115	440 W 41 OWNER LLC	90628 000 004 643	6,556	4,589
1116	RDV SAUGATUCK JV LLC DBA RDV 21 CHARLES PROPERTY	90628 000 004 776	6,556	4,589
1117	GOLDEN GATE AND FILLMORE ASSOCIATES LLC	90628 000 006 508	6,556	4,589
1118	TOWN OF SEELYVILLE	90628 000 005 765	6,515	4,561
1119	UNIVERSITY CLUB OF SAN FRANCISCO	90628 000 005 839	6,505	4,553
1120	JAM 1685 1687 LLC	90628 000 003 426	6,502	4,551
1121	301 EAST 22ND ST TENANTS CORP	90628 000 003 671	6,496	4,547
1122	DOLLINGER VIEWRIDGE ASSOCIATES LP	90628 000 006 246	6,490	4,543
1123	LOGAN PLAZA LLC	90628 000 003 771	6,461	4,523
1124	BUCHANAN COUNTY MO	90628 000 005 390	6,452	4,516

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1125	ANDREW JOHN WILLIAMS	90628 000 004 923	6,429	4,500
1126	SJ 1ST STREET HOTEL LLC DBA HOLIDAY INN SAN JOSE	90628 000 005 135	6,426	4,498
1127	MELROSE BUSINESS CENTER LP	10192	6,411	4,487
1128	WESTCHESTER TOWERS OWNERS CORPORATION	90628 000 006 116	6,400	4,480
1129	WATER DISTRICT NO 1 OF JOHNSON COUNTY DBA WATERONE	90628 000 006 092	6,392	4,475
1130	SILICON VALLEY CLEAN WATER	90628 000 005 119	6,376	4,463
1131	ARGUS REALTY 4600 LLC	90628 000 004 999	6,367	4,457
1132	TOWER LEASE PARTNERS, LLC	11311	6,367	4,457
1133	SACRED HEART HOUSING CORPORATION	90628 000 004 855	6,367	4,457
1134	KESHAV INC	90628 000 003 502	6,365	4,456
1135	L L CIRCLE TOWERS RESIDENTIAL ASSOCIATES LLC DBA	90628 000 003 526	6,365	4,456
1136	MIRAMAR APARTMENTS LLC	90628 000 003 909	6,365	4,456
1137	1200 CONCORD LLC	90628 000 004 246	6,365	4,456
1138	55 FLUSHING LLC	90628 000 004 969	6,365	4,456
1139	ASC OVERLAKE LLC	90628 000 005 012	6,365	4,456
1140	STELLAR SUTTON LLC	90628 000 005 242	6,365	4,456
1141	CALIFORNIA MASONIC MEMORIAL TEMPLE	90628 000 005 406	6,365	4,456
1142	CALVARY CHAPEL OF SANTEE	90628 000 005 411	6,365	4,456
1143	TOUCHSTONE ISSAQUAH HOTEL LLC	90628 000 005 573	6,365	4,456
1144	CLERMONT YORK ASSOCIATES LLC DBA CLERMONT YORK	90628 000 005 962	6,365	4,456
1145	DOWNTOWN PRIME LLC	90628 000 006 255	6,365	4,456
1146	GEARY MARKET INVESTMENT CO LTD	90628 000 006 472	6,365	4,456
1147	INSTITUTIONAL MULTIFAMILY PARTNERS LLC DBA IMP	90628 000 006 691	6,365	4,456
1148	STORQUEST OAKLAND LLC	90628 000 005 421	6,355	4,448
1149	VILLAGE OF RIDGEFIELD PARK	90628 000 005 887	6,326	4,428
1150	DIMAGGIO LLC	90628 000 006 239	6,312	4,419
1151	24537 OWNERS CORP	90628 000 004 612	6,305	4,413
1152	BRIARWOOD AFFORDABLE LLC	90628 000 005 360	6,304	4,413
1153	SAGEBRUSH PARTNERS LTD	90628 000 004 858	6,273	4,391
1154	SPECTRUM HOTEL GROUP LLC DBA DOUBLETREE BY HILTON	90628 000 005 192	6,273	4,391
1155	GSIC II OBSERVER LLC	90628 000 006 557	6,259	4,382
1156	361 EAST 50TH STREET LLC	90628 000 003 716	6,242	4,370
1157	MARION HOUSING II LIMITED PARTNERSHIP	90628 000 003 827	6,242	4,370
1158	COMMODORE PLAZA CONDO ASSOCIATION	90628 000 005 985	6,242	4,370
1159	DAVID WEISS SOLE MBR DBA 232 234 LEE LLC	90628 000 006 205	6,242	4,370
1160	GREEK ORTHODOX CATHEDRAL OF SAINT JOHN THE	90628 000 006 543	6,242	4,370
1161	CITY OF LEAGUE CITY	90628 000 005 730	6,209	4,346
1162	3300 LLC DBA PARK MONROE	90628 000 003 695	6,200	4,340
1163	INCORPORATED VILLAGE OF FARMINGDALE	9 000 000 208	6,180	4,326
1164	JC RED ROAD LLC	90628 000 003 441	6,180	4,326
1165	RR PROPERTIES II LLC	90628 000 004 836	6,180	4,326
1166	UNIVERSITY HOLDINGS 1 LLC	90628 000 005 841	6,180	4,326
1167	UNIVERSITY OF MARYLAND ST JOSEPH MEDICAL CENTER	90628 000 005 843	6,180	4,326
1168	ELMCREST TERRACE LIMITED	90628 000 006 329	6,180	4,326
1169	HOMELAND TOWERS LLC	90628 000 006 641	6,180	4,326
1170	HUDSON COUNTY SCHOOLS OF TECHNOLOGY	90628 000 006 665	6,180	4,326
1171	NIGHTS WATCH CONDOMINIUM ASSOCIATION	90628 000 004 173	6,180	4,326
1172	THE HERKIMER EXECUTIVE HOUSE INC	90628 000 005 517	6,174	4,322
1173	CITY OF MILWAUKEE	90628 000 005 741	6,174	4,322
1174	SEAVIEW RESORT ACQUISITION GROUP LLC	90628 000 004 906	6,168	4,318
1175	GOLDEN PALACE	90628 000 006 511	6,155	4,309
1176	1440 MISSION AVE LLC	90628 000 004 277	6,153	4,307
1177	JOSEPH WONG DBA SZE AND WONG INC	90628 000 003 475	6,120	4,284
1178	ASBURY ARMS OWNERS ASSOCIATION INC	90628 000 005 007	6,120	4,284
1179	TELEPHONE HEIGHTS PRESERVATION URBAN RENEWAL	90628 000 005 466	6,120	4,284
1180	ALLENTOWN B NAI B RITHHOUSING CORP DBA TENANT	90628 000 004 714	6,110	4,277
1181	GREGORY E SILVEIRA	90628 000 006 551	6,105	4,273
1182	WISAM ZORA	90628 000 006 156	6,098	4,269
1183	OVER THE MOON INVESTMENTS LLC	90628 000 004 418	6,094	4,266
1184	PARIJAT ELK GROVE LLC DBA HOLIDAY INN EXPRESS ELK	90628 000 006 285	6,084	4,258
1185	110 WYMAN LLC	90628 000 004 062	6,069	4,248
1186	MRE OXFORD SF5 LLC DBA SF KING GEORGE LLC	90628 000 004 113	6,047	4,233
1187	ABC PROPERTIES EQUITIES LLC	90628 000 003 986	6,031	4,221
1188	KING COUNTY FINANCE	90628 000 003 516	6,013	4,209
1189	SHRI RADHA GOVIND INC	90628 000 005 109	6,000	4,200
1190	SSS VILLAGE AT SOUTHWEST LLC	90628 000 005 211	6,000	4,200
1191	ST CATHERINES OF HOPE LLC	90628 000 005 217	6,000	4,200
1192	BOROUGH OF AVALON	90628 000 005 318	6,000	4,200
1193	BRISTOL HOTEL VENTURE LLC	90628 000 005 364	6,000	4,200
1194	THE AVENUE APTS I LLC	90628 000 005 485	6,000	4,200
1195	VIEWS ON 5TH LLC	90628 000 005 875	6,000	4,200
1196	COASTAL LEASING MANAGEMENT LLC	90628 000 005 969	6,000	4,200
1197	INN ON BROADWAY DBA RESIDENCE INN WORLD TRADE	90628 000 006 689	6,000	4,200
1198	FAIRVIEW HEIGHTS CONDOMINIUM ASSOCIATION	90628 000 006 378	5,974	4,182
1199	FIRST DIGITAL COMMUNICATIONS LLC	9 000 000 172	5,968	4,178
1200	CHAPEL VIEW ONE LLC	90628 000 005 640	5,966	4,176
1201	AJ CAPITAL FUND II REIT LLC DBA GRADUATE	90628 000 004 699	5,941	4,159
1202	BORGAR SOLNORDAL	90628 000 005 314	5,941	4,159
1203	EAST SAN DIEGO MASONIC HALL ASSOCIATION	90628 000 006 276	5,941	4,159
1204	ELEMENTARY INSTITUTE OF SCIENCE	90628 000 006 325	5,941	4,159
1205	ADC ENNIS FRANCIS OWNER LP	90628 000 004 681	5,923	4,146
1206	BOROUGH OF OCEAN GATE	90628 000 005 336	5,921	4,145
1207	LITTLETON HOUSING AUTHORITY	90628 000 003 763	5,908	4,136
1208	M AND T REALTY OF NY CORP	90628 000 003 792	5,900	4,130
1209	BRISTOL SQUARE HOMEOWNERS ASSN INC	10562	5,866	4,106
1210	POLE USA INVESTMENT ONE LLC	90628 000 004 508	5,855	4,098
1211	PHOENIX CITY AZ	90628 000 004 483	5,841	4,089
1212	BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE USA	90628 000 005 275	5,835	4,084
1213	THE PRINCESS CONDOMINIUM ASSOCIATION OF HUTCHINSON	90628 000 005 533	5,835	4,084
1214	ASDN AUSTIN LLC	90628 000 005 034	5,802	4,061
1215	THE TRUSTEES OF TRINITY COLLEGE	90628 000 005 543	5,802	4,061
1216	CITY OF MARINA	90628 000 005 739	5,800	4,060
1217	TOWNSHIP OF RIDLEY	90628 000 005 779	5,768	4,038
1218	HILLMAN HOUSING CORPORATION	90628 000 006 621	5,731	4,011
1219	MORIS HERSCOWITZ DBA ROTH JACKSON AVENUE	90628 000 004 089	5,729	4,010
1220	PACIFIC COAST PROPERTIES LP	90628 000 006 014	5,729	4,010
1221	CHK PARTNERS LLC DBA CHK OPERATING LLC	90628 000 005 656	5,712	3,998

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1222	ASPEN HOUSE OWNER LLC	90628 000 005 043	5,705	3,993
1223	MOSBY TOWER	90628 000 004 098	5,682	3,978
1224	BCSP VII INVESTMENTS LP DBA BCSP 1055 EAST	90628 000 005 250	5,665	3,966
1225	NEW LIFE ASSEMBLY OF GOD SAN DIEGO INC	90628 000 004 159	5,665	3,965
1226	A AND B ASSOCIATES	90628 000 003 975	5,623	3,936
1227	POINT LOMA NAZARENE UNIVERSITY	90628 000 004 505	5,623	3,936
1228	VPI GROWTH MULTIFAMILY VENTURE I LP DBA 255 S	90628 000 005 901	5,623	3,936
1229	NEW ENGLAND PRODUCE MARKET INC	90628 000 004 151	5,618	3,932
1230	GARNER HOUSE 2008 LP	90628 000 006 465	5,610	3,927
1231	GPI FIRST AVE LP	90628 000 006 523	5,610	3,927
1232	RIVERSIDE COMMUNITY CHURCH	11864	5,600	3,920
1233	RATAN SECAUCUS LLC	90628 000 004 765	5,599	3,920
1234	POWAY UNIFIED SCHOOL DISTRICT	9 000 000 275	5,597	3,918
1235	6939 GEORGIA APARTMENTS LLC	90628 000 004 320	5,562	3,893
1236	310 TOWNSEND STREET HOMEOWNERS ASSOCIATION	90628 000 003 678	5,528	3,870
1237	EDGEWOOD PLAZA JOINT VENTURE LLP	90628 000 006 310	5,517	3,862
1238	WABBB CLARK LLC	90628 000 005 904	5,464	3,825
1239	HYLAN RICHMOND REALTY LLC	90628 000 006 677	5,464	3,825
1240	YMP PARK TOWERS LLC	90628 000 006 183	5,443	3,810
1241	295 E 149 LLC	90628 000 003 667	5,436	3,805
1242	399 EAST 72ND APARTMENT OWNERS INC DBA FISTSERVICE	90628 000 003 724	5,408	3,786
1243	CITY OF POST FALLS	90628 000 005 922	5,408	3,786
1244	SHORELINE PARK PRIVATE RESIDENCES	90628 000 005 105	5,384	3,769
1245	APOSTOLIC LUTHERAN CHURCH	90628 000 004 992	5,377	3,764
1246	LIV HUDSON HEIGHTS LLC	90628 000 003 765	5,354	3,748
1247	BELMONT DANIEL HDFC	11597	5,340	3,738
1248	ACCUWEATHER ENTERPRISE SOLUTIONS INC	90628 000 004 675	5,312	3,718
1249	355 EAST 4TH STREET ASSOCIATES CORP	90628 000 003 712	5,306	3,714
1250	MSA TWINS LTD	90628 000 004 116	5,306	3,714
1251	208 AVENUE A ASSOCIATES	90628 000 004 580	5,306	3,714
1252	DEL REY PARTNERS	90628 000 006 217	5,306	3,714
1253	NASSAU TOWERS INC	9 000 000 245	5,305	3,713
1254	WGBB AM INC	9 000 000 387	5,305	3,713
1255	JAMES W DOERING DBA J DOERING COMMUNICATIONS	90628 000 003 433	5,305	3,713
1256	LORD AND SHEPHERD PROPERTIES	90628 000 003 777	5,305	3,713
1257	MARLBORO ASSOCIATES LLC	90628 000 003 837	5,305	3,713
1258	MARY E SUR	90628 000 003 848	5,305	3,713
1259	1381 MYRTLE AVENUE LLC	90628 000 004 264	5,305	3,713
1260	7500 FLYING CLOUD LLC	90628 000 004 338	5,305	3,713
1261	1802 BRIGHTSEAT LLC	90628 000 004 374	5,305	3,713
1262	AMERICAN CAMPUS COMMUNITIES OPERATING PARTNERSHIP	90628 000 004 732	5,305	3,713
1263	SAN FRANCISCO KOREAN UNITED	90628 000 004 873	5,305	3,713
1264	SOUTH TACOMA WAY LLC	90628 000 005 168	5,305	3,713
1265	BUCCANEER BEACH CLUB	90628 000 005 388	5,305	3,713
1266	CAMBRIDGE REALTY LLC	90628 000 005 587	5,305	3,713
1267	CATALINA TALBOT PROPERTIES LLC	90628 000 005 614	5,305	3,713
1268	CHANDLER UNIFIED SCHOOL DISTRICT	90628 000 005 637	5,305	3,713
1269	WFMHC GOLDEN BEAR OWNER LLC	90628 000 006 126	5,305	3,713
1270	WILLIAMSVILLE TOWERS CONDOMINIUM	90628 000 006 143	5,305	3,713
1271	EDMUND BACON MACDONALD JR	90628 000 006 315	5,305	3,713
1272	EXECUTIVE TOWERS ILLINOIS REALTY LP	90628 000 006 368	5,305	3,713
1273	BDM COMPANY	10893	5,300	3,710
1274	RCG TOWER GROUP I LLC	90628 000 004 772	5,278	3,695
1275	PIMLICO MANAGEMENT CO LLC	90628 000 004 490	5,264	3,685
1276	PAUL H SHEEHAN AND WILLIAM J SHEEHAN PTR LINCOLN	90628 000 004 452	5,253	3,677
1277	214 WEST 92ND ST ASSOC LLC	90628 000 004 584	5,253	3,677
1278	UMLAUT LLC	90636 000 000 149	5,253	3,677
1279	JOHN ANTONIO BACCHETTI	90628 000 003 466	5,245	3,672
1280	CITY OF LANCASTER	90628 000 005 728	5,245	3,672
1281	24 26 E 93 APARTMENTS CORPORATION	90628 000 004 607	5,236	3,665
1282	OCEAN JC REALTY LLC	90628 000 004 209	5,202	3,641
1283	AMERICAN RETIREMENT CORORATION DBA BROOKEDALE	90628 000 004 740	5,202	3,641
1284	AVONDALE OVERLOOK LP	90628 000 005 057	5,202	3,641
1285	SOUTHTOWN ESTATES LLC	90628 000 005 181	5,202	3,641
1286	CONTEE PROPERTY LLC	90628 000 006 025	5,202	3,641
1287	WPT LAND 2 LP	90628 000 006 172	5,202	3,641
1288	YARDENNA HURVITZ DBA 500 SOUTH WESTMORELAND INC	90628 000 006 179	5,202	3,641
1289	DESI REALTY LLC	90628 000 006 224	5,202	3,641
1290	FHTDD LP	90628 000 006 392	5,202	3,641
1291	MOSHAIL SALEM KAMEL	90628 000 004 100	5,198	3,639
1292	ACP ASSET MANAGEMENT LLC	90628 000 004 678	5,194	3,636
1293	DOUGLAS EMMETT FUND X LLC DBA DOUGLAS EMMETT 2008	90628 000 006 253	5,175	3,623
1294	PHILLIS J REEDER	90628 000 004 482	5,169	3,618
1295	CTI TRES LLC	90628 000 006 057	5,151	3,606
1296	108 W 14TH STREET LLC	9 000 000 013	5,150	3,605
1297	1901 PENNSYLVANIA VENTURE LLC	90628 000 004 390	5,150	3,605
1298	POTOMAC CREEK ASSOCIATES LLC	90628 000 004 525	5,150	3,605
1299	CITY OF DIAMOND BAR	90628 000 005 703	5,150	3,605
1300	HORIZON CIRCLE PROPERTY OWNER LLC	90628 000 006 648	5,125	3,588
1301	1843 EMPIRE LLC	90628 000 004 382	5,094	3,566
1302	LEOMINSTER HOUSING AUTHORITY	90628 000 003 580	5,094	3,566
1303	600 WEST 146 LLC	90628 000 004 301	5,094	3,566
1304	S&H CLINTON ASSOCIATES LLC	11396	5,094	3,566
1305	OAKFIELD GROUP LLC	90628 000 004 207	5,092	3,565
1306	156 DIABLO ROAD LLC	90628 000 004 349	5,092	3,565
1307	25 CUMMINGS REALTY LLC	90628 000 004 617	5,092	3,565
1308	CITY OF SALEM	90628 000 005 925	5,092	3,564
1309	MORREENE ROAD LLC	90628 000 004 093	5,075	3,553
1310	WASATCH PRESBYTERIAN CHURCH	90628 000 005 915	5,075	3,553
1311	VIDA JV LLC DBA 222 W EULALIA ST LP	90628 000 005 873	5,047	3,533
1312	WOOD BROTHERS PROPERTIES LLC	90628 000 006 160	5,044	3,531
1313	4840 MACARTHUR DEVELOPMENT LLC	90628 000 004 942	5,043	3,530
1314	CITY OF ESCONDIDO	90628 000 005 707	5,025	3,518
1315	GRANADA INVESTORS LLC	12061	5,000	3,500
1316	HOUSTON BOWERY CONNECTION LLC	12064	5,000	3,500
1317	RH GATEWAY POINTE ASSOCIATES LLC	10537	5,000	3,500
1318	[NAME ON FILE] - CLAIM #12056	12056	5,000	3,500

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1319	295 FIFTH AVE DEVELOPMENT OWNER LLC	90628 000 003 669	5,000	3,500
1320	3155 GRACE AVENUE TRUST	90628 000 003 686	5,000	3,500
1321	SEA BREEZE WATER DISTRICT	90628 000 004 900	5,000	3,500
1322	BAYONNE TOWERS CONDO ASSOCIATION INC	90628 000 005 247	5,000	3,500
1323	CANYON COMMONS SR LLC	90628 000 005 595	5,000	3,500
1324	MACPHAIL CENTER FOR MUSIC	90628 000 003 803	4,994	3,496
1325	ARMA DEI ACADEMY INC	90628 000 005 001	4,990	3,493
1326	CONTINENTAL PLAZA OWNER LLC	90628 000 006 027	4,978	3,484
1327	COPART INC, A DELAWARE CORPORATION	387	4,961	3,473
1328	WALNUT CREEK SPECIAL UTILITY DIST.	90628 000 005 911	4,947	3,463
1329	ZIKI GABRIELI DBA OZ REALTY LLC	90628 000 006 197	4,917	3,442
1330	JOHN PEIXOTO	90628 000 003 468	4,880	3,416
1331	TOWN OF TONAWANDA	90628 000 005 768	4,848	3,394
1332	RCP 21 E CHESTNUT MEZZ LLC	90628 000 004 774	4,808	3,366
1333	SOUNDVIEW MANAGEMENT ASSOCIATES LLC	90628 000 005 161	4,808	3,366
1334	HILTON CHICAGO OHARE AIRPORT	90628 000 006 630	4,808	3,366
1335	BROADWAY WEST COMMUNITY LLLP	90628 000 005 378	4,794	3,356
1336	1200 CLUB CONDOMINIUM ASSOCIATION INC	90628 000 004 244	4,786	3,350
1337	THE CONGREGATIONAL CHURCH	90628 000 005 499	4,786	3,350
1338	DALLAS INDEPENDENT SCHOOL DISTRICT	90628 000 006 075	4,783	3,348
1339	MANHATTAN SCHOOL OF MUSIC	90628 000 003 815	4,774	3,342
1340	ROLAND PARK ACQUISITION 2020 LLC	90628 000 004 822	4,774	3,342
1341	RUSS EL ASSOCIATES	90628 000 004 843	4,774	3,342
1342	BOZIDAR STOPANJAC	90628 000 005 347	4,774	3,342
1343	FIRST BAPTIST CHURCH OF SAN JOSE DBA CHURCH ON THE	90628 000 006 406	4,774	3,342
1344	SRI INTERNATIONAL	90628 000 005 202	4,750	3,325
1345	LONGPORT SEAVIEW CONDOMINIUM ASSOC.	90628 000 003 775	4,728	3,309
1346	BLUE DROP LLC	90628 000 005 303	4,721	3,305
1347	STERN 1011 FIRST STREET SOUTH LLC WAYNE L STERN	90628 000 005 415	4,692	3,284
1348	HERBERTO CORPORATION	90628 000 006 599	4,692	3,284
1349	VICTORIA NICOLINE JODZIO	90628 000 005 869	4,685	3,280
1350	FEZNIC REALTY CO LLC	90628 000 006 390	4,682	3,277
1351	SCOTTISH RITE TEMPLE ASSOCIATION OF OAKLAND	90628 000 004 895	4,669	3,269
1352	TERRACE VIEW 3703	90628 000 005 473	4,669	3,269
1353	MILLENNIUM BUILDING LLC	90628 000 003 905	4,668	3,268
1354	168 CLINTON JC LLC	90628 000 004 359	4,668	3,268
1355	RICHMOND ASSOCIATES LTD	90628 000 004 805	4,668	3,268
1356	SARDON CORP DBA HEARTLAND PROPERTY MANAGEMENT	90628 000 004 885	4,668	3,268
1357	VILLAGE OF LIMA	90628 000 005 882	4,667	3,267
1358	KABR REAL ESTATE INVESTMENT PARTNERS II LLC	90628 000 003 491	4,635	3,245
1359	TELE VENTURA LP	90628 000 005 462	4,635	3,245
1360	CWS VII LLC	90628 000 006 066	4,631	3,241
1361	QUEENS CENTER PLAZA CONDOMINIUM	90628 000 004 562	4,624	3,236
1362	8915 ASTORIA BLVD INC	90628 000 004 666	4,624	3,236
1363	EASTLAND REGENCY 2749 E PARLEYS WAY	90628 000 006 301	4,611	3,227
1364	TDE INVESTMENTS LLC	90628 000 005 458	4,603	3,222
1365	WOLCOTT RANCH	90628 000 006 158	4,600	3,220
1366	INDIANA SYMPHONY SOCIETY INC DBA INDIANAPOLIS	90628 000 006 685	4,600	3,220
1367	STEEL LOS DOS LLC	90628 000 005 238	4,590	3,213
1368	TWLS MANAGEMENT INC DBA THE SHELBY APARTMENTS	90628 000 005 819	4,590	3,213
1369	MANOR HOUSE OWNERS CORP	80292	4,583	3,208
1370	AMERICAN TRADING AND PRODUCTION CORPORATION	90628 000 004 912	4,568	3,197
1371	COLONADE COMMONS LLC	90628 000 005 972	4,562	3,193
1372	HOTEL MCINNIS MARIN LLC	90628 000 006 651	4,534	3,174
1373	ADVENTIST MIDWEST HEALTH DBA AMITA HEALTH MEDICAL	90628 000 004 685	4,533	3,173
1374	TRINITY CONGREGATIONAL CHURCH OF NORTH ANDOVER	90628 000 005 795	4,532	3,172
1375	FIRST BAPTIST CHURCH OF MONTEREY	90628 000 006 404	4,524	3,167
1376	CULLEN LLC	90628 000 006 063	4,518	3,162
1377	THE BOARD OF REGENTS OF THE UNIVERSITY OF	90628 000 005 488	4,513	3,159
1378	BRIGHTON 7TH REALTY LLC	11366	4,508	3,156
1379	MOUNIR S KARDOSH DBA NAZARETH SQUARE LLC	90628 000 004 102	4,474	3,132
1380	ALLEGRO BROADWAY CORP	90628 000 004 710	4,474	3,132
1381	SOUTHBAY CONDOMINIUM ASSOCIATION INC	90628 000 005 170	4,444	3,111
1382	DISTRICT BOARD OF TRUSTEES MIAMI DADE COLLEGE	90628 000 006 242	4,422	3,095
1383	FREEDOMWORKS INCORPORATED	90628 000 006 449	4,377	3,064
1384	104 19 21 39 AVE CONDOMINIUM MANAGEMENT INC	90628 000 004 046	4,371	3,060
1385	RALEIGH HOUSE INC	90628 000 004 754	4,371	3,060
1386	USBT PROPERTY REIT LLC DBA USBT OWNER LLC	90628 000 005 850	4,370	3,059
1387	2025 RICHAMOND AVE DBA BMN LLC	90628 000 004 576	4,350	3,045
1388	HIGHLAND BLOOMINGTON LLC	90628 000 006 613	4,335	3,035
1389	CITY OF PITTSBURG	90628 000 005 918	4,307	3,015
1390	MHI HOSPITALITY TRS HOLDING INC DBA HOLLYWOOD	90628 000 003 882	4,300	3,010
1391	ASCENDAS US REIT LLC DBA SAN DIEGO 2 LLC	90628 000 005 014	4,287	3,001
1392	GRANADA CONTINUING PRESBYTERIAN CHURCH INC	90628 000 006 528	4,287	3,001
1393	VH OAKBROOK ILLINOIS INC DBA CHICAGO MARRIOTT OAK	90628 000 005 865	4,284	2,999
1394	RUNNING MAN COMMUNITY ASSOCIATION	90628 000 004 842	4,284	2,999
1395	TOWERPOINT ACQUISITIONS LLC	90628 000 005 754	4,282	2,997
1396	142 EAST 80TH LLC	114	4,245	2,971
1397	555 ROOFTOP LLC	11671	4,245	2,971
1398	BANYAN CORPORATE CENTER LLC	90628 000 005 067	4,245	2,971
1399	SHOREVIEW APTS LLC	90628 000 005 107	4,245	2,971
1400	WILLIAM ROBERT TEGLIA	90628 000 006 140	4,245	2,971
1401	[NAME ON FILE] - CLAIM #418	418	4,245	2,971
1402	LAKE PARK CONDO ASSOCIATION INC DBA LAKE PARK	90628 000 003 546	4,244	2,971
1403	ML INVESTMENTS LLC	90628 000 004 074	4,244	2,971
1404	CONGREGATION OHAB ZEDEK OF ROCKAWAY PARK INC	90628 000 005 029	4,244	2,971
1405	AVANATH LINCOLN PARK LLC	90628 000 005 055	4,244	2,971
1406	SHIRLEY JEAN OTIS DBA THE OTIS CONSORTIUM LLC	90628 000 005 096	4,244	2,971
1407	BUCKS COUNTY WATER AND	90628 000 005 394	4,244	2,971
1408	WESTMINSTER CANTERBURY ON CHESAPEAKE BAY	90628 000 006 123	4,244	2,971
1409	DEARBORN ELM CONDOMINIUM ASSOCIATION	90628 000 006 212	4,244	2,971
1410	PARK MAYFAIR CONDOMINIUM ASSOCIATION INC	90628 000 006 292	4,244	2,971
1411	PARK TOWERS OWNERS INC DBA CHOICE NY MANAGEMENT	90628 000 006 297	4,244	2,971
1412	GOLDEN REALTY ASSOCIATES LLC	90628 000 006 513	4,244	2,971
1413	HARBOR BUSINESS CENTER LLC	90628 000 006 573	4,244	2,971
1414	HOTEL PIKESVILLE	90628 000 006 653	4,244	2,971
1415	CITY OF SURPRISE	90628 000 005 941	4,223	2,956

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1416	PETER CALTHORPE	90628 000 004 477	4,207	2,945
1417	LANG DEVELOPMENT CORP	90628 000 003 557	4,203	2,942
1418	MORNING STAR CHURCH	90628 000 004 091	4,203	2,942
1419	NUSSBAUM ASSOCIATES COMPANY LLC	90628 000 004 200	4,200	2,940
1420	2012 EDWARD J CARDOZA SR AND DOLORES M CARDOZA	90628 000 004 573	4,200	2,940
1421	DESCHUTES COUNTY SHERRIFF POSSE	381	4,195	2,936
1422	ASBURY ATLANTIC INC DBA ASBURY METHODIST VILLAGE	90628 000 005 009	4,183	2,928
1423	COUNTY OF DAKOTA DBA CITY OF BURNSVILLE	90628 000 005 995	4,167	2,917
1424	ALPHA3 HOTELS	90628 000 004 720	4,167	2,917
1425	BOROUGH OF KEANSBURG	90628 000 005 327	4,167	2,917
1426	METALS BANC BLDG OWNERS ASSN	90628 000 003 876	4,162	2,913
1427	77TH APARTMENT CORP	90628 000 004 343	4,162	2,913
1428	POLYCLINIC OWNER LLC	90628 000 004 509	4,162	2,913
1429	RANJEESH SALWAN DBA RS PROPERTIES	90628 000 004 763	4,162	2,913
1430	RXR 9 47 HALL STREET QOZB LLC	90628 000 004 849	4,162	2,913
1431	SHS RICHMOND TERRACE LLC	90628 000 005 113	4,162	2,913
1432	EIV 8 AVE LLC	90628 000 006 321	4,162	2,913
1433	FIFTEENTH ST 259 263 LLC	90628 000 006 398	4,162	2,913
1434	GBV STEINWAY REALTY LLC	90628 000 006 470	4,162	2,913
1435	47 49 MORTON STREETCORP DBA VERITAS PROPERTY	90628 000 004 930	4,160	2,912
1436	TUALATIN HILLS PARK AND RECREATION DISTRICT	90628 000 005 808	4,160	2,912
1437	RAINBOW INVESTMENT CO LP	90628 000 004 749	4,153	2,907
1438	GINTER PLACE CONDOMINIUM ASSOCIATION	90628 000 006 493	4,121	2,885
1439	455 JEFFERSON AVENUE LLC	90628 000 004 647	4,121	2,885
1440	ABALENE OIL CO INC	90628 000 003 983	4,120	2,884
1441	ABS SAN VICENTE II LLC A DELAWARE LIMITED	90628 000 003 990	4,120	2,884
1442	CITY OF TACOMA WASHINGTON	10499	4,116	2,881
1443	BELLEVUE SCHOOL DISTRICT 405	90628 000 005 271	4,113	2,879
1444	FIT DEVELOPMENT LP	90628 000 006 415	4,106	2,874
1445	500 UNIVERSITY AVENUE LLC	90628 000 004 948	4,084	2,859
1446	7328 KENNEDY HOLDINGS LLC	90628 000 004 329	4,080	2,856
1447	ABACUS PARENT LLC DBA ACC OP GARDEN AVENUE LLC	90628 000 003 981	4,060	2,842
1448	HINE BROTHERS LLC	90628 000 006 632	4,060	2,842
1449	CHNJ OWNER LLC	90628 000 005 659	4,040	2,828
1450	NORTH MAIN BLACKSBURG LLC	90628 000 004 183	4,033	2,823
1451	751 TILDEN REALTY LLC	90628 000 004 340	4,033	2,823
1452	SHS BAY RIDGE LLC	90628 000 005 111	4,033	2,823
1453	TOWER 1 PROPERTY LLC	90628 000 005 576	4,033	2,823
1454	BRIVON PROPERTIES LLC	90628 000 005 367	4,031	2,822
1455	PORTSMITH OWNERS ASSOCIATION	90628 000 004 524	4,030	2,821
1456	CITY OF EDEN PRAIRIE	90628 000 005 704	4,027	2,819
1457	AOAO ROYAL KAHANA	90628 000 004 985	4,000	2,800
1458	SHERWOOD HILL LTD	90628 000 005 094	4,000	2,800
1459	SUNNYVALE VILLAGE ASSOCIATES	90628 000 005 436	4,000	2,800
1460	CITY OF SEA ESLE CITY	90628 000 005 932	4,000	2,800
1461	COMITY REALTY CORP	90628 000 005 978	4,000	2,800
1462	WCCP ROSEMONT LLC	90628 000 006 097	4,000	2,800
1463	HIGHLAND 4141 LLC	90628 000 006 609	4,000	2,800
1464	ESPLANADE STATEN ISLAND LLC	90628 000 006 348	3,993	2,795
1465	UNITED STATES PIPE AND FOUNDRY COMPANY LLC DBA US	90628 000 005 837	3,993	2,795
1466	UNITED HEBREW CEMETERY ASSOCIATION	10653	3,983	2,788
1467	NEWKIRK TOWER, LLC	12328	3,974	2,782
1468	POOR INVESTMENT ENTERPRISES INC	90628 000 004 517	3,974	2,782
1469	DIRECTOR OF FINANCE COUNTY OF FAIRFAX VA	90628 000 006 241	3,965	2,775
1470	LA FONTANA CONDOMINIUM ASSOC	90628 000 003 531	3,937	2,756
1471	CAPITOL PLAZA GARAGE LTD	90628 000 005 597	3,934	2,754
1472	HIGHLAND PARK BUILDING	90628 000 006 616	3,915	2,740
1473	625 FAIR OAKS LLC	90628 000 004 309	3,902	2,731
1474	SROA 700 JOHNSON HILL IL LLC	90628 000 005 207	3,897	2,728
1475	TIGR ACQUISITIONS III LLC	90628 000 005 560	3,897	2,728
1476	WILLARD ASSOCIATES DBA WILLARD INTERCONTINENTAL	90628 000 006 135	3,877	2,714
1477	PRG LAFAYETTE ASSOCIATES LLC	90628 000 004 536	3,876	2,713
1478	EVANS FAMILY TRUST	90628 000 006 358	3,850	2,695
1479	CORE SVA SAN DIEGO CAJON LLC DBA CORE SVA T2 SUB	90628 000 006 033	3,848	2,693
1480	RAYCAP INC	10 000 000 014	3,844	2,691
1481	JMARQ CORP	90628 000 003 458	3,825	2,677
1482	ST NICHOLAS 175 ASSOCIATES LLC	90628 000 005 221	3,825	2,677
1483	SUFFOLK TOWERS INC	90628 000 005 429	3,825	2,677
1484	4701 15TH AVENUE REALTY LLC	90628 000 004 932	3,820	2,674
1485	BINGRIBYUN LLC	90628 000 005 293	3,820	2,674
1486	SNOQUALMIE RIDGE CENTER LLC	90628 000 005 152	3,819	2,673
1487	CITY OF BELGRADE MONTANA	90628 000 005 679	3,819	2,673
1488	P AND N REALTY AND INVESTMENTS LLC	90628 000 006 010	3,819	2,673
1489	CITY OF NEWTON	90628 000 005 746	3,810	2,667
1490	CALVERT COUNTY COMMISSIONERS	90628 000 005 583	3,789	2,652
1491	GALLAGHER AND LINDSEY PROPERTY MANAGEMENT INC	90628 000 006 461	3,783	2,648
1492	ROANOKE AIRPORT HOTEL PARTNERS LLC DBA HOLIDAY INN	90628 000 004 814	3,782	2,648
1493	HORIZON RIDGE PROF. CENTER LLC	10993	3,752	2,626
1494	LAURELHURST CONDOMINIUMS OWNERS ASSOCIATION	90628 000 003 565	3,745	2,622
1495	ALPACA PROPERTIES LLC DBA WEST BLUFF PLAZA	90628 000 004 718	3,714	2,600
1496	CHANNEL CLUB TOWER ASSOCIATION INC	90628 000 005 639	3,714	2,600
1497	OWEN BROTHERS FARM LLC	90628 000 004 422	3,714	2,600
1498	ZE WEN HU	90628 000 006 192	3,713	2,599
1499	107 NORTHERN BLVD REALTY LLC	90628 000 004 057	3,713	2,599
1500	PREFERRED REALTY CORPORATION	90628 000 004 533	3,713	2,599
1501	PWI COMPLEX LP	90628 000 004 554	3,713	2,599
1502	MCNAUGHTON-MCKAY ELECTRIC COMPANY	10753	3,712	2,599
1503	TONY JARRAMI	90628 000 005 570	3,709	2,596
1504	OIVF III ONE OHARE HOLDINGS LLC	90628 000 004 215	3,708	2,596
1505	POINCIANA AT MIAMI CONDOMINIUM	90628 000 004 503	3,708	2,596
1506	COUNTY OF INDIAN RIVER BOARD OF COUNTY	90628 000 005 998	3,677	2,574
1507	GARCIA APARTMENTS INC	90628 000 006 463	3,672	2,571
1508	CITY OF UNION CITY	90628 000 005 946	3,656	2,559
1509	NYJE LLC	90628 000 004 205	3,643	2,550
1510	MWHS INDY STREET FLATS LLLP	90628 000 004 127	3,641	2,549
1511	COMMERCIAL RENTALS MANAGEMENT INC	90628 000 005 982	3,640	2,548
1512	NRE RED RIVER LLC	90628 000 004 196	3,636	2,545

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1513	PORTFOLIO REALTY MANAGEMENT INC	90628 000 004 522	3,607	2,525
1514	AMERICAN LEGION POST 731 DEPARTMENT OF CA	90628 000 004 736	3,607	2,525
1515	200 WEST END AVENUE CONDOMINIUM	90628 000 004 400	3,605	2,524
1516	PALISADES ASSOCIATES LLC	90628 000 006 019	3,605	2,524
1517	PLANO INDEPENDENT SCHOOL DISTRICT	90628 000 004 494	3,602	2,521
1518	SM INVESTMENTS LLC	90628 000 005 146	3,600	2,520
1519	THE VOLLERS GROUP LLC	90628 000 005 550	3,600	2,520
1520	CITY OF SAN RAMON	9 000 000 116	3,597	2,518
1521	CAPITAL TELECOM SERVICES LLC	90636 000 000 135	3,574	2,502
1522	SILVER CREEK PROPERTIES LLC	90628 000 005 126	3,555	2,488
1523	MCP BLEECKER LLC	90628 000 003 856	3,537	2,476
1524	MR 12121 LLC	90628 000 004 109	3,537	2,476
1525	THE EPWORTH FOUNDATION	90628 000 005 509	3,537	2,476
1526	CITY OF COOPER CITY	90628 000 005 696	3,536	2,475
1527	AMERICAN BAPTIST RETIREMENT HOMES INC DBA CAMPUS	90628 000 004 730	3,535	2,475
1528	TRINITY LIFE CENTER OF SACRAMENTO INC	90628 000 005 797	3,514	2,460
1529	WINDLINX RANCH TRUST	90628 000 006 150	3,501	2,451
1530	KENWOOD GOLF AND COUNTRY CLUB	90628 000 003 501	3,500	2,450
1531	AYERS AND AYERS VENTURES LLC	90628 000 005 059	3,500	2,450
1532	ELMIRA COLLEGE	90628 000 006 331	3,500	2,450
1533	GEORGIANNA P UNGARO	90628 000 006 481	3,500	2,450
1534	FORD CAPITAL HOLDINGS LLC	90628 000 006 422	3,497	2,448
1535	CITY OF TUMWATER	90628 000 005 944	3,494	2,445
1536	CHELSEA PARK ASSETS LLC	90628 000 005 647	3,468	2,428
1537	DOCUSIGN INC	90628 000 006 245	3,450	2,415
1538	SIMON PROPERTY GROUP LP DBA COTTONWOOD MALL	90628 000 005 131	3,449	2,414
1539	BAILEY BOUSHAY HOUSE	90628 000 005 063	3,433	2,403
1540	189 N BASCOM LLC	90628 000 004 387	3,400	2,380
1541	WASHINGTON GAS	90628 000 006 085	3,395	2,376
1542	EAGLE APARTMENTS LLC	90628 000 006 270	3,395	2,376
1543	333 BUTTERNUT DRIVE LLC	90628 000 003 699	3,377	2,364
1544	PUBLIC SERV OF NH D/B/A EVERSOURCE	10732	3,360	2,352
1545	FAIRWAY PARK BAPIST CHURCH	90628 000 006 380	3,350	2,345
1546	BROADWAY HOUSING COMMUNITIES INC	90628 000 005 374	3,343	2,340
1547	ABDO ALI MUSLEH NASSER	90628 000 003 988	3,278	2,295
1548	1015 ASSOCIATES LLC	90628 000 004 041	3,278	2,295
1549	48 NEWTOWN ROAD CORPORATION	90628 000 004 938	3,278	2,295
1550	PAOC LLC	90628 000 006 283	3,278	2,295
1551	HIGHLAND BAPTIST CHURCH	90628 000 006 611	3,278	2,295
1552	HILLZO LIMITED PARTNERSHIP	90628 000 006 628	3,278	2,295
1553	HOWARD COUNTY GOVERNMENT	90628 000 006 657	3,278	2,295
1554	[NAME ON FILE] - CLAIM #75	75	3,278	2,295
1555	CALIFORNIA STATE UNIVERSITY LONG BEACH	90628 000 005 409	3,262	2,283
1556	LIBERTY WEST INC	90628 000 003 753	3,245	2,271
1557	MIGUEL F NAVARRO	90628 000 003 900	3,231	2,261
1558	IWG HOLDINGS LLC	90628 000 003 418	3,224	2,256
1559	32ND STREET LP	90628 000 003 692	3,214	2,250
1560	STRUCTURE LP	90628 000 005 424	3,203	2,242
1561	THE DELANY GROUP LLC	90628 000 005 507	3,202	2,242
1562	COUNTY OF DELAWARE	90628 000 005 996	3,200	2,240
1563	LAKEWOOD TOWNSHIP MUNICIPAL	90628 000 003 552	3,187	2,231
1564	WHITWORTH WATER DISTRICT	90628 000 006 133	3,184	2,229
1565	1137 63RD STREET LLC DBA ESTIA REALTY CO	90628 000 004 065	3,184	2,229
1566	PRIDE MANAGEMENT LLC	90628 000 004 538	3,184	2,229
1567	247 WEST REALTY CORP	90628 000 004 614	3,184	2,229
1568	SOUTHLAND OFFICE HOLDINGS	90628 000 005 177	3,184	2,229
1569	VILLAGE OF GREENPORT	90628 000 005 880	3,184	2,229
1570	MICHAEL A PETERSEN	90628 000 003 884	3,184	2,229
1571	VENTURA ROBERTSON, LLC	10587	3,183	2,228
1572	MARY ELLEN ROMANO DBA 2 SUNSET STREET LLC	90628 000 003 850	3,183	2,228
1573	OPTIMUS PROPERTY MANAGEMENT LLC FBO VENTURA	90628 000 004 236	3,183	2,228
1574	ELTON OWNER II LLC	90628 000 006 337	3,183	2,228
1575	EVESHAM MUNICIPAL UTILITIES AUTH.	90628 000 006 363	3,183	2,228
1576	FORTY SECOND RESIDENTIAL LLC	90628 000 006 428	3,183	2,228
1577	ASBURY CHURCH, INC.	414	3,180	2,226
1578	4215 HARDING ROAD HOMEOWNERS ASSN	90628 000 004 632	3,153	2,207
1579	66 GRAHAM LLC	90628 000 004 315	3,152	2,207
1580	1855 REALTY LLC	90628 000 004 383	3,121	2,185
1581	RANDOLPH MANAGEMENT LLC	90628 000 004 761	3,121	2,185
1582	CAVEMAN ESTATES INC	90628 000 005 619	3,121	2,185
1583	ZENAIDA DREAMS INC	90628 000 006 194	3,121	2,185
1584	HBC ASSOCIATES LP	90628 000 006 585	3,116	2,181
1585	KENNETH MEISLIN	90628 000 003 499	3,114	2,180
1586	MNM BUSINESS CENTER LLC	90628 000 004 078	3,114	2,180
1587	PHS EAGLE CREST INC	90628 000 004 485	3,114	2,180
1588	ANTELOPE INDUSTRIAL PARK LLC	90628 000 004 927	3,108	2,176
1589	CORONADO SHORES CONDOMINIUM ASSOCIATION 8	90628 000 006 037	3,107	2,175
1590	BSIP PROPCO SPV LLC	90628 000 005 385	3,094	2,166
1591	LCOF PHOENIX MESA INVESTMENT LLC	90628 000 003 569	3,090	2,163
1592	275 NORTHWESTERN LLC DBA 275 NORTHWESTERN	90628 000 003 655	3,090	2,163
1593	PAVERS PENSION FUND HOLDING CORP DBA LABORERS	90628 000 004 454	3,090	2,163
1594	RADIO SYSTEMS LLC	90628 000 004 744	3,090	2,163
1595	C AND P ASSOCIATES	90628 000 005 403	3,090	2,163
1596	WILLIAM DIEL DBA TREAS VEGA AND DIEL LLC	90628 000 006 137	3,090	2,163
1597	OMNINET SAN DIEGO WP LLC	90628 000 004 224	3,077	2,154
1598	JLM REALTY, LLC D/B/A DUTCH LANE HOLDINGS LLC	90628 000 003 457	3,075	2,153
1599	VILLAGE VISTA LLC	90628 000 005 894	3,060	2,142
1600	POMERADO LEASING NO 1 LP	90628 000 004 511	3,060	2,142
1601	EVERGY METRO INC	90628 000 006 361	3,060	2,142
1602	NOSTRAND EG LLC	90628 000 004 194	3,035	2,125
1603	187 DANBURY CLINTON HILL LLC	90628 000 004 385	3,024	2,117
1604	10 PARK PLACE PARTNERS LLC	90628 000 004 039	3,011	2,108
1605	THOMAS JOHN FARLEY	90628 000 005 555	3,005	2,104
1606	TOWNSHIP OF SCOTCH PLAINS	11899	3,002	2,101
1607	MARTIN JOINT VENTURE LLC	90628 000 003 845	3,000	2,100
1608	BOROUGH OF LODI	90628 000 005 330	3,000	2,100
1609	BP REAL ESTATE INVESTORS LLC	90628 000 005 349	3,000	2,100

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1610	CITADEL REALTY LIMITED PARTNERSHIP	90628 000 005 665	3,000	2,100
1611	P AND R COMMUNICATIONS SERVICE INC	90628 000 006 012	3,000	2,100
1612	FIG TREE REAL ESTATE LLC	90628 000 006 400	3,000	2,100
1613	L3HARRIS TECHNOLOGIES INC	90628 000 003 528	2,988	2,091
1614	DAVID B VAUGHAN RECEIVER	90628 000 006 200	2,971	2,080
1615	POMERADO LEASING NO 3 LP	90628 000 004 512	2,971	2,079
1616	CHM HOTELS	90628 000 005 658	2,971	2,079
1617	CITY OF CLIFTON	90628 000 005 691	2,927	2,049
1618	LENOX HOLDING LLC	90628 000 003 578	2,918	2,043
1619	Lana LLC	90628 000 003 553	2,917	2,042
1620	BREMERTON GOVERNMENT CENTER ASSOCIATION	90628 000 005 356	2,913	2,039
1621	RED MOUNTAIN ASSET FUND III LLC	90628 000 004 782	2,884	2,019
1622	CF ONE INVESTMENT UST HOLDINGS LLC	90628 000 005 635	2,884	2,019
1623	ECONOMIC DEVELOPMENT AUTHORITY OF	80131	2,868	2,007
1624	M3 HILBERT TOWERS LLC	90628 000 003 795	2,865	2,006
1625	CRESTRISE COMMUNICATIONS LLC	90628 000 006 048	2,863	2,004
1626	MOZART MANAGEMNET LLC	90628 000 004 107	2,860	2,002
1627	CONCORD TECHNOLOGY CENTER	90628 000 005 025	2,857	2,000
1628	SPRING MEDICAL LLC	90628 000 005 195	2,838	1,987
1629	JOHNSON COUNTY CONSOLIDATED FIRE DISTRICT NO 2	90628 000 003 472	2,814	1,970
1630	COURTLANDT CORNERS II ASSOCIATES LP	90628 000 006 006	2,812	1,969
1631	450 DUANE STREET LLC	90628 000 004 646	2,785	1,949
1632	PRINTERS ROW LOFTS CONDOMINIUM ASSOCIATION	90628 000 004 541	2,754	1,928
1633	MARKET STREET PATERSON LLC	90628 000 003 836	2,732	1,912
1634	MSSDF OFCB VOSS SAN FELIPE LLC	90628 000 004 118	2,732	1,912
1635	WOODROW COURT INC	90628 000 006 162	2,732	1,912
1636	MADISON COURT LIMITED PARTNERSHIP	90628 000 003 805	2,706	1,894
1637	1025 II LLC	90628 000 004 044	2,705	1,894
1638	HOWARD PERLY ETAL PTRS ROOSEVELT ASSOCIATES CO	90628 000 006 658	2,701	1,891
1639	CITY OF ST ANTHONY	90628 000 005 936	2,700	1,890
1640	DENNETT CONSTRUCTION INC	90628 000 006 220	2,700	1,890
1641	CONCORDIA UNIVERSITY ST PAUL	90628 000 005 026	2,692	1,885
1642	NORTH OAK CHRISTIAN CHURCH	90628 000 004 185	2,662	1,863
1643	NEW CAPITOL HILL TOWERS	90628 000 004 148	2,653	1,857
1644	CONDUIT ASSET LLC	90628 000 005 027	2,653	1,857
1645	VILLAGE OF CHESTER	90628 000 005 878	2,653	1,857
1646	GM MARYLAND LLC	90628 000 006 500	2,653	1,857
1647	MEHRABIAN FAMILY TRUST DATED 1993 DBA PAPA AND SON	90628 000 003 865	2,652	1,857
1648	WP OWNERS CORP	90628 000 006 170	2,652	1,857
1649	DG SIEMPRE VIVA PROPERTY OWNER LP	90628 000 006 231	2,652	1,857
1650	BOROUGH OF EMERSON	90628 000 005 323	2,648	1,854
1651	MARK H AND JUANITA L HARRIGAN	90628 000 003 831	2,623	1,836
1652	HILLTOP VILLAGE COOPERATIVE TWO INC	90628 000 006 626	2,623	1,836
1653	INCORPORATED VILLAGE OF HEMPSTEAD	90628 000 006 682	2,623	1,836
1654	DARKE 2006 FAMILY TRUST BYPASS TRUST	90628 000 006 084	2,614	1,830
1655	KLEIDE CORPORATION	90628 000 003 521	2,601	1,821
1656	3311 3333 HYLAN LLC	90628 000 003 697	2,601	1,821
1657	CITY OF ALTOONA	90628 000 005 675	2,601	1,821
1658	YOUNG ISREAL OF NEW HYDE PARK	90628 000 006 186	2,601	1,821
1659	GRREP HOLDINGS LLC DBA JAVA ACQUISITION COMPANY	90628 000 006 555	2,601	1,821
1660	ALTERNITIVE ENERGY SOLUTIONS INC DBA	90628 000 004 722	2,600	1,820
1661	WALTON IMPROVEMENT GROUP LLC	90628 000 005 913	2,598	1,818
1662	DALLAS MAIN LP	90628 000 006 076	2,598	1,818
1663	ETHAN CONRAD PROPERTIES	9 000 000 164	2,591	1,814
1664	FELECIA P SOMERS	90628 000 006 387	2,578	1,805
1665	SENECA TOWERS INC	90628 000 005 080	2,575	1,803
1666	COASTAL CONST GRP OF CTR FL LLC	90628 000 005 968	2,557	1,790
1667	LYNBROOK SUNRISE REALTY LLC	90628 000 003 789	2,550	1,785
1668	MATTHEW G GEHMAN	90628 000 003 852	2,550	1,785
1669	SUPERIOR HOUSE CONDOMINIUM ASSOC	90628 000 005 440	2,550	1,785
1670	ALDERSGATE UNITED METHODIST CHURCH	90628 000 004 703	2,547	1,783
1671	TUZCU 28 LLC	90628 000 005 817	2,547	1,783
1672	PACIFIC WEST MANAGEMENT ET AL	11744	2,546	1,782
1673	DALE MAK FAMILY LIMITED PARTNERSHIP	90628 000 006 074	2,546	1,782
1674	ESCONDIDO UNION SCHOOL DISTRICT	90628 000 006 346	2,546	1,782
1675	KENNETH J LAFRANCHI	90628 000 003 498	2,534	1,773
1676	RAVENWOOD TOWERS INC	90628 000 004 767	2,516	1,761
1677	FIRST GROUP LLC	90628 000 006 410	2,513	1,759
1678	GREYSTONE ASSOCIATES III LLC	90628 000 006 553	2,513	1,759
1679	JACKSON STREET REAL ESTATE LLC	90628 000 003 421	2,500	1,750
1680	MT THOMAS ASSOCIATION OF APT OWNERS	90628 000 004 121	2,500	1,750
1681	AOAO KAANAPALI SHORES	90628 000 004 984	2,500	1,750
1682	CITY OF BRIER	90628 000 005 683	2,500	1,750
1683	MICHAEL D FAVOR	90628 000 003 885	2,497	1,748
1684	PERRY HANSON TRUSTEE OF THE MARY A BIER REVOCABLE	90628 000 004 476	2,497	1,748
1685	MARSHALL CROSSMAN	90628 000 003 843	2,493	1,745
1686	ESS PRISA II LLC	90628 000 006 350	2,488	1,742
1687	BDC WILLAMETTE LLC DBA WILLAMETTE OAKS BUILDING	90628 000 005 252	2,472	1,730
1688	CERMAK AND RACINE PROPERTIES LLC	90628 000 005 632	2,472	1,730
1689	UNION PLAZA REALTY LP	90628 000 005 832	2,459	1,721
1690	EVERETT HOUSING AUTHORITY	90628 000 006 360	2,459	1,721
1691	HAVERN CENTER INC	90628 000 006 583	2,441	1,709
1692	ST DUNSTANS EPISCOPAL CHURCH	90628 000 005 218	2,440	1,708
1693	SD OLD TOWN CY LLC	90628 000 004 898	2,419	1,693
1694	SUDLEY TOWER PARTNERS LLC	90628 000 005 428	2,404	1,683
1695	CONCORD INN AND SUITES LP	90628 000 005 023	2,400	1,680
1696	LAKESIDE INVESTMENT GROUP LLC	90628 000 003 549	2,369	1,658
1697	GOLDCOR CENTER LLC	90628 000 006 504	2,345	1,641
1698	ROBERT J BUNBURY II	90628 000 004 817	2,343	1,640
1699	475 EMM LLC	90628 000 004 936	2,337	1,636
1700	CDI PALISADES LLC	90628 000 005 624	2,334	1,634
1701	COMMUNITY WIRELESS STRUCTURES LLC	90628 000 005 019	2,315	1,621
1702	OLIVE PARTNERS II LLC	90628 000 004 220	2,300	1,610
1703	WARD WEST LLP	90628 000 005 914	2,263	1,584
1704	HERTZ 10 SOUTH BROADWAY LLC	90628 000 006 603	2,240	1,568
1705	1217 DELAWARE LLC	90628 000 004 249	2,229	1,560
1706	FIVE FORKS VILLAGE COMMUNITY	90628 000 006 417	2,229	1,560

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1707	TSD CARMEL PROPERTIES LP	90628 000 005 804	2,228	1,560
1708	LAKEWOOD TOWER LLC	90628 000 003 551	2,185	1,530
1709	MONTENELLO DOWNTOWN PLAZA LP A CALIFORNIA LIMITED	90628 000 004 082	2,185	1,530
1710	WIN TWO LLC	90628 000 006 149	2,185	1,530
1711	GOLDEN WEST TELECOMMUNICATIONS COOPERATIVE INC	90628 000 006 516	2,185	1,530
1712	CITY OF KENOSHA	90628 000 005 724	2,185	1,529
1713	ALPINE OIL COMPANY DBA ALPINE EVERGREEN LLC	90628 000 004 721	2,167	1,517
1714	FRANCES ALEXANDER	90628 000 006 441	2,163	1,514
1715	1840 LLC	90628 000 004 380	2,159	1,511
1716	KINDER MORGAN INC	90628 000 003 515	2,122	1,486
1717	60 05 44TH AVENUE CORP	90628 000 004 298	2,122	1,486
1718	RENATO DEVINCENZI	90628 000 004 792	2,122	1,486
1719	BEAUTY ON CENTRAL	90628 000 005 264	2,122	1,486
1720	BINGHAM CENTER LLC	90628 000 005 292	2,122	1,486
1721	200 MARKET ASSOCIATES LIMITED PARTNERSHIP	90628 000 004 397	2,122	1,485
1722	R M PYLES BOYS CAMP	90628 000 004 572	2,122	1,485
1723	SOUTH GATE SENIOR VILLAS LP	90628 000 005 165	2,122	1,485
1724	HOMETOWN COMMUNITY DEVELOPMENT CORPORATION DBA	90628 000 006 644	2,122	1,485
1725	2152 S 114 WISCONSIN LLC	90628 000 004 587	2,121	1,485
1726	SILVERDALE WATER DISTRICT 16	90628 000 005 129	2,119	1,483
1727	CHP AURORA MOB LLC	90628 000 005 661	2,110	1,477
1728	NIAGARA FALLS MEMORIAL MEDICAL CENTER	90628 000 004 170	2,081	1,457
1729	611 NORTHERN LLC	90628 000 004 306	2,081	1,457
1730	CITY OF DES MOINES	90628 000 005 701	2,081	1,457
1731	COMMUNITY OF GRACE	90628 000 005 990	2,081	1,457
1732	FILLMORE FARMS, LLC	11988	2,077	1,454
1733	WHITE PROPERTIES LLC	90628 000 006 129	2,057	1,440
1734	BOSTONIAN APARTMENTS LLC	90628 000 005 340	2,050	1,435
1735	TIOGA BUSINESS CENTER ASSOCIATION	90628 000 005 563	2,040	1,428
1736	CHIMES SYRACUSE LLC	90628 000 005 653	2,026	1,418
1737	SPEAKEASY INTERCOM AND ELECTRIC SERVICE INC	90628 000 005 189	2,016	1,411
1738	LATINO EDUCATION ADVANCEMENT	90628 000 003 564	2,000	1,400
1739	METRONET SYSTEMS HOLDINGS LLC	90628 000 003 878	2,000	1,400
1740	POTOMAC ELECTRIC POWER COMPANY	90628 000 004 527	2,000	1,400
1741	SCHOOL BOARD OF THE CITY OF HAMPTON	90628 000 004 890	2,000	1,400
1742	BOAC LTD LLC	90628 000 005 308	2,000	1,400
1743	BOYS AND GIRLS CLUBS OF GREATER SCOTTSDALE	90628 000 005 345	2,000	1,400
1744	C AND A HOME AND BUILDING	90628 000 005 400	2,000	1,400
1745	DEAN RASMUSSEN DBA PLANTATION PROPERTIES LLC	90628 000 006 211	1,967	1,377
1746	TOWN OF SOUTH KINGSTOWN, RHODE ISLAND	3	1,961	1,372
1747	CITY OF HOUSTON TEXAS	10632	1,960	1,372
1748	TEJ DENVILLE HOPITALITY LLC	90628 000 005 461	1,950	1,365
1749	SAVINGS BUILDING CONDOMINIUM	90628 000 004 888	1,932	1,352
1750	AGERICO F NATIVIDAD	90628 000 004 690	1,910	1,337
1751	AMERICAN MINI STORAGE	90628 000 004 738	1,910	1,337
1752	GIACOMETTI PROPERTIES LLC	90628 000 006 486	1,910	1,337
1753	NHT OWNERS LLC	90628 000 004 169	1,873	1,311
1754	KEN AND ELLEN KARASINSKI LIVING TRUST	90628 000 003 497	1,863	1,304
1755	NB AND C MASTER HOLDCO LLC DBA NETWORK BUILDING	90628 000 004 141	1,857	1,300
1756	BEACON HALLANDALE COMMERCIAL CONDOMINIUM	90628 000 005 260	1,854	1,298
1757	CENTERPOINT ENERGY INC	10 000 000 008	1,850	1,295
1758	ONE BRIDGE PLAZA LLC	90628 000 004 228	1,850	1,295
1759	BINZ MANAGEMENT INC	90628 000 005 295	1,850	1,295
1760	AMERICANA PLAZA LLC	10058	1,847	1,293
1761	DESIGN SYNTHESIS INC	90628 000 006 226	1,830	1,281
1762	ESSEX TERRACE INC	90628 000 006 353	1,821	1,274
1763	GEORGE BADDOUR	90628 000 006 479	1,804	1,262
1764	THE CARRIAGE HOUSE TIMESHARE ASSOCIATION INC	90628 000 005 496	1,801	1,261
1765	WHITTIER MEDICAL LLC	12089	1,800	1,260
1766	BLUE DOLPHIN MAINTENANCE AND SERVICES LLC	90628 000 005 302	1,800	1,260
1767	AMALGAMATED SUGAR COMPANY	90628 000 004 726	1,751	1,226
1768	ASSOCIATION OF APARTMENT OWNERS	90628 000 005 050	1,750	1,225
1769	TEMPE CC HUI LLC	90628 000 005 468	1,736	1,216
1770	WESLEY UNITED METHODIST CHURCH OF BAKERSFIELD CA	90628 000 006 104	1,719	1,203
1771	TAKOMA TOWERS HOLDINGS LP	90628 000 005 457	1,714	1,200
1772	JOHN A MACKEN AND ENID E MACKEN TRUSTEES UNDER THE	90628 000 003 464	1,701	1,191
1773	BUCKINGHAM WEST COMPANY	90628 000 005 392	1,700	1,190
1774	STELLA MARIS INC	90628 000 005 241	1,698	1,189
1775	2001 S CALUMET CONDOMINIUM RESIDENCES HOMOWNERS	90628 000 004 402	1,648	1,154
1776	CITY OF PORT ST LUCIE	90628 000 005 920	1,648	1,154
1777	DIGITAL LD MANAGEMENT NON REIT HOLDINGS LP	90628 000 006 234	1,639	1,147
1778	GF GRAND CENTRAL LLC DBA BLDG MGMT CO INC	90628 000 006 483	1,639	1,147
1779	LOURDES REALTY GROUP LLC	90628 000 003 783	1,624	1,137
1780	GLENDALE WORKSPACE LLC	90628 000 006 496	1,624	1,137
1781	CITY OF COLUMBIA HEIGHTS	90628 000 005 693	1,600	1,120
1782	COX ENTERPRISES INC	90628 000 006 008	1,600	1,120
1783	DALY HEIGHTS LLC	90628 000 006 077	1,599	1,119
1784	5100 MONUMENT ACE A CONDOMINIUM UOA INC	90628 000 004 953	1,592	1,114
1785	BLUE OCEAN VENTURS LLC	90628 000 005 305	1,592	1,114
1786	SONOMA WEST HOLDINGS INC	90628 000 005 158	1,591	1,114
1787	NORTHERN VIRGINIA ELECTRIC	90628 000 004 190	1,569	1,098
1788	CITY OF FAIRFIELD	90628 000 005 710	1,551	1,086
1789	CITY OF WINTER GARDEN	90628 000 005 949	1,545	1,082
1790	HARRIGAN AND COMPANY INC	90628 000 006 578	1,545	1,082
1791	THIB SS LLC DBA BOX SELF STORAGE	90628 000 005 552	1,530	1,071
1792	OTP CAPITAL LLC	520	1,525	1,068
1793	CITY OF ALTON	90628 000 005 673	1,515	1,061
1794	LIGHTHOUSE BAPTIST TEMPLE SAN DIEGO CA	90628 000 003 755	1,500	1,050
1795	SHANNON C GIESMAN	90628 000 005 090	1,500	1,050
1796	ECHO PROPERTIES CORP	90628 000 006 306	1,486	1,040
1797	KC89 LLC	90628 000 003 496	1,475	1,033
1798	ACME COMMERCIAL PROPERTIES LLC	90628 000 004 676	1,463	1,024
1799	CITY OF WHITE PLAINS, THE	294	1,462	1,023
1800	ROGUE VALLEY COUNTRY CLUB	90628 000 004 820	1,457	1,020
1801	CITY OF SAN BUANAVENTURA DBA CITY OF VENTURA	90628 000 005 927	1,406	984
1802	CROSSPOINT CHURCH	90628 000 006 054	1,353	947
1803	CITY OF BROOKINGS MUNICIPAL UTILITIES DBA SWIFTEL	90628 000 005 687	1,350	945

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1804	RICHARD W HURD	90628 000 004 802	1,297	908
1805	ADELPHI UNIVERSITY	90628 000 004 683	1,275	893
1806	LAGUNA HEIGHTS COMMUNITY ASSOC.	90628 000 003 544	1,248	874
1807	532 HOLDING CO LLC	90628 000 004 961	1,236	865
1808	JURY PROPERTIES	90628 000 003 484	1,202	841
1809	ALLYNX CORPORATION	90628 000 004 716	1,200	840
1810	DANIEL MORRIN	90628 000 006 080	1,200	840
1811	WATER OF LIFE COMMUNITY CHURCH A CALIFORNIA	90628 000 006 093	1,200	840
1812	GAVILAN HILLS MEMORIAL PARK	90628 000 006 467	1,200	840
1813	702 149TH STREET REALTY CORP	90628 000 004 326	1,144	801
1814	TUF FLIGHT INDUSTRIES INC	90628 000 005 813	1,137	796
1815	CITY OF WACONIA, MINNESOTA	11868	1,127	789
1816	AMERICAN SITE MANAGEMENT LLC	90628 000 004 910	1,114	780
1817	TOWNSHIP OF GROSSE LLE	90628 000 005 773	1,093	765
1818	JERRY AND COLLEN EPPING REAL ESTATE LLC	90628 000 003 454	1,085	760
1819	UNIVERSITY OF UTAH	90628 000 005 845	1,082	758
1820	BOUNTIFUL CITY CORPORATION	90628 000 005 343	1,072	750
1821	BAY POINTE REALTY CORPORATION	90628 000 005 075	1,061	743
1822	TOWN OF FORT EDWARD	90628 000 005 757	1,061	743
1823	PARADISE HOTEL OWNER LLC DBA EMBASSY SUITES BY	90628 000 006 284	1,061	743
1824	2100 S FAIRVIEW STREET LLC	90628 000 004 582	1,061	743
1825	VIRGINIA DEPARTMENT FORESTRY DBA COMMONWEALTH OF	90628 000 005 898	1,061	743
1826	HUY T PHAN	90628 000 006 672	1,051	736
1827	CITY OF COON RAPIDS	90628 000 005 695	1,028	719
1828	VAN DYKE REAL ESTATE INVESTMENTS	11260	1,020	714
1829	SUZANNE KERN	90628 000 005 444	1,020	714
1830	GLENN M CLARKE DBA J SEA REALTY INC	90628 000 006 497	1,020	714
1831	MIDWEST MOBILE RADIO SERVICE INC	90628 000 003 899	1,013	709
1832	MAB HOLDINGS LLC	90628 000 003 797	1,000	700
1833	MONUMENT SQUARE CENTER LLC	90628 000 004 085	1,000	700
1834	NSA PROPERTY HOLDINGS DBA DBA BLUE SKY HIGHWAY 43	90628 000 004 199	1,000	700
1835	AERIOR LTD	90628 000 004 687	998	699
1836	UNIFIED POWER ACQUISITION CORPORATION DBA ON	90628 000 005 828	961	673
1837	AIRWAVE TELECOMMUNICATION ENTERPRISE LLC	90636 000 000 131	950	665
1838	THE WATERFORD CONDOMINIUM ASSOCIATION	90628 000 005 551	900	630
1839	PREG ODONNELL & GILLETT PLLC DBA PREG ODONNELL &	90628 000 004 534	889	622
1840	SOLOMON FAMILY PROPERTIES LLC	90628 000 005 157	866	606
1841	ELK GROVE III PARTNERS LLC	90628 000 006 327	849	594
1842	NW INDUSTRIAL MECHANICS INC	90628 000 004 203	841	588
1843	CAMBRIDGE APARTMENTS INC	90628 000 005 584	841	588
1844	LARRY ROPER	90628 000 003 560	832	583
1845	CRILLEY WAREHOUSE LLC	90628 000 006 050	820	574
1846	PAYSON FARMS HOMEOWNERS ASSOCIATION	90628 000 004 458	816	571
1847	THINK STORAGE LLC	90628 000 005 553	788	552
1848	SIERRA PACIFIC INDUSTRIES	90628 000 005 116	750	525
1849	FEDEX FREIGHT	90628 000 006 386	721	504
1850	ONE BEAT CPR LEARNING CENTER LLC	90628 000 004 226	700	490
1851	SROA 1480 BOILING SPRINGS SC LLC	90628 000 005 206	649	455
1852	SILBERG FAMILY TRUST	90628 000 005 118	637	446
1853	DANYA ZIMMERMAN	90628 000 006 082	637	446
1854	BIG CITY WIRELESS LLC	90628 000 005 290	618	433
1855	MT MARION FIRE DEPARTMENT INC	90628 000 004 119	600	420
1856	TOP PROPERTIES LLC	90628 000 005 572	595	416
1857	CITY OF DE PERE	90628 000 005 700	503	352
1858	LABORAL DATA SYSTEMS CORP DBA DISH AND MORE	90628 000 003 540	500	350
1859	MICHELLE LANDGREN LEE DBA OYAKO PROPERTIES LLC	90628 000 003 890	500	350
1860	HOME TECHNOLOGIES PRODUCTS CORP	90628 000 006 640	500	350
1861	CAMBRIDGE LLC	90628 000 005 586	446	312
1862	UNIFIED SCHOOL DISTRICT 497	90628 000 005 829	437	306
1863	A B AND R LOW	90628 000 003 978	412	288
1864	VERIZON WIRELESS SERVICES LLC	9 000 000 370	407	285
1865	GLENDALE SQUARE LLC	90628 000 006 495	406	284
1866	REX PROPERTIES INC	90628 000 004 797	338	237
1867	SROA 1003 IMPERIAL MAIN MO LLC	90628 000 005 205	325	227
1868	QUAIL NORTH WEST MAINTENANCE ASSOC	90628 000 004 557	312	218
1869	NEXUS TOWERS	90628 000 004 167	302	212
1870	STATE OF INDIANA DBA INDIANA DEPARTMENT OF	90628 000 005 232	281	197
1871	TEJ DENVILLE HOPITALITY LLC	90636 000 000 148	258	180
1872	MAC MANAGEMENT KEN CARYL	90628 000 003 799	250	175
1873	ONSITE COMMUNICATION SERVICES LLC	90628 000 004 232	250	175
1874	DANS LANDSCAPING AND LAWN CARE INC	90628 000 006 081	250	175
1875	100 STATE STREET CONDO ASSOC, THE	10298	-	-
1876	100-300 FIRST STAMFORD PL HOLDINGS	11859	-	-
1877	1300 NICOLLET, LLC	10998	-	-
1878	1320 EDDIE DOWLING LLC	80090	-	-
1879	1579 YORK REALTY LLC	10513	-	-
1880	1833 PCH CENTER LLC	113	-	-
1881	221-06 MERRICK BLVD ASSOCIATES, LLC	80255	-	-
1882	26 NEWTON, LLC	10879	-	-
1883	3000 S ROBERTSON PROPERTY OWNER LLC	11707	-	-
1884	3959 FOOTHILL BLVD LLC	12283	-	-
1885	414 RAY REALTY, LLC	11465	-	-
1886	520 WEST 20, LLC	11121	-	-
1887	530 EAST 89 STREET REALTY LLC	80094	-	-
1888	654 EAST BROADWAY LLC	10886	-	-
1889	660 EAST 98TH LLC	10982	-	-
1890	696 THIRD REALTY LLC	10515	-	-
1891	701 1ST AVENUE A LLC	10966	-	-
1892	95 W BROADWAY HOLDINGS LLC AND TRIBECA HOTEL LLC	11939	-	-
1893	ABC WONDERFUL LLC	11920	-	-
1894	ACABAY INC	421	-	-
1895	ACCUVER AMERICAS, INC.	10133	-	-
1896	ADA TOWNSHIP TREASURER (KENT) (MI)	12220	-	-
1897	AG-CW CHINO HILLS MOB OWNER, LLC	11989	-	-
1898	AIRPORT CORPORATE CENTRE LLC	10848	-	-
1899	ALLEN HOUSE LLC	11542	-	-
1900	ALOHA TOWERS, LLC	11625,11198	-	-

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1901	ALTITUDE OWNER LLC	12176,12378	-	-
1902	AMDOCS DEVELOPMENT LIMITED	11086	-	-
1903	AMICUS ASSOCIATES LP	10521	-	-
1904	ARIZONA DEPARTMENT OF REVENUE	80311	-	-
1905	ARIZONA STATE LAND DEPARTMENT	12256	-	-
1906	ASHFORD TRS BEVERLY HILLS LLC	11690	-	-
1907	ATAPCO DEERECO LLC	297	-	-
1908	ATRIUM TRS I LP	10905	-	-
1909	AW MORCHOWER INC	10659	-	-
1910	[NAME ON FILE] - CLAIM #10699	10699	-	-
1911	BANANA GLADES LLC	11536	-	-
1912	BARCLAY AOAO, THE	10002	-	-
1913	BARSA HOLDINGS LLC	10999	-	-
1914	BASHA WOODWARD, LLC	11133	-	-
1915	BCORE DEFENDER FL2W05-W07 & FL2M01, LLC	11588	-	-
1916	BDC PENNSYLVANIA AVENUE LLC	10434	-	-
1917	BFO PALMETTO PARK LLC	11618	-	-
1918	BOARD OF MANAGERS OF THE RENAISSANCE PLAZA CONDOMI	80258	-	-
1919	BRANCH TOWERS IV, LLC	11564	-	-
1920	BRANCH TOWERS V, LLC	11568	-	-
1921	BROOKLYN 50 LLC	11440	-	-
1922	BUCKEYE FRANCHISING INC	187	-	-
1923	BYFIELD WATER DISTRICT	382	-	-
1924	CAROLINA AVE, LLC	11906	-	-
1925	CCT 4, LLC	10608	-	-
1926	CENWOOD ASSOCIATES LLC	370	-	-
1927	CHAMESH CHALOM LLC	393	-	-
1928	CHANDI ENTERPRISES LLC	10184	-	-
1929	CHARTER PROPERTIES	10591	-	-
1930	CHC TRESSER OWNER LLC	11617	-	-
1931	CHELMSFORD WATER DISTRICT	10654	-	-
1932	CHIEFS TOWERS, LLC	11635	-	-
1933	CHT MANAGEMENT, LLC	11750	-	-
1934	CITY OF BOULDER CITY-UTILITIES	355	-	-
1935	CITY OF BOYNTON BEACH	10701	-	-
1936	CITY OF LAWRENCEVILLE	237	-	-
1937	CITY OF MARYVILLE UTILITIES	10310, 10312, 10315, 10316, 10317, 10319, 10321	-	-
1938	CITY OF TROY HOUSING AUTHORITY	11018	-	-
1939	CLEARVIEW TOWER COMPANY III, LLC	11573	-	-
1940	[NAME ON FILE] - CLAIM #10449	10449	-	-
1941	CLINICA FAMILY HEALTH & WELLNESS	11815	-	-
1942	COFFEE COUNTY REVENUE COMMISSIONER	119	-	-
1943	[NAME ON FILE] - CLAIM #10436	10436	-	-
1944	COLORADO, LOVELAND	10204	-	-
1945	COMMONWEALTH OF VIRGINIA DEPARTMENT OF TAXATION	80028	-	-
1946	COMMUNITY FOUNDATION PLAZA LLC	10604	-	-
1947	CONCORDIA WIRELESS INC	10711	-	-
1948	CONGREGATIONAL CHURCH OF NEEDHA, THE	10114	-	-
1949	CONTINENTAL CONDOMINIUM	10876	-	-
1950	CPS ENERGY	10308	-	-
1951	CRENSHAW MEDICAL GROUP, L.P.	10387,10388	-	-
1952	CS 87 ESTATES LLC, ML 188 ESTATES LLC, AND	11390	-	-
1953	CSL GARAGE, LTD.	80304	-	-
1954	CT DEPARTMENT OF REVENUE SERVICES	11560	-	-
1955	CYBERTECH SYSTEMS	11728	-	-
1956	DABROSSI, LLC	11033	-	-
1957	DATABANK HOLDINGS LTD.	11046	-	-
1958	DC WATER AND SEWER AUTHORITY	80093	-	-
1959	[NAME ON FILE] - CLAIM #11126	11126	-	-
1960	DEFENDEC INC	11832	-	-
1961	DIGICOMM INTERNATIONAL	10324	-	-
1962	DIGITAL UNISON US ACQUISITIONS LLC	12180	-	-
1963	DILLON COMPANIES, LLC, C/O THE KROGER CO.	11650	-	-
1964	DJONT/CMB BUCKHEAD LEASING, LLC	12238	-	-
1965	[NAME ON FILE] - CLAIM #11344	11344	-	-
1966	DON PICO JOINT VENTURE	11402	-	-
1967	DUKE ENERGY FLORIDA LLC	10769	-	-
1968	DUKE ENERGY PROGRESS LLC	10768	-	-
1969	ECTOR CAD	16	-	-
1970	ERGOMAT, INC.	10055	-	-
1971	ESSEX GAS COMPANY LOFTS, L.P.	10974	-	-
1972	EXCEL CARPINTERIA LP	227	-	-
1973	EXCEL CARPINTERIA LP	12321	-	-
1974	FIRST PARISH CHURCH, DUXBURY	11019	-	-
1975	FIRST PRESBYTERIAN CHURCH FULLERTON	96,97	-	-
1976	FIRST RELIGIOUS SOCIETY	10906	-	-
1977	[NAME ON FILE] - CLAIM #107	107	-	-
1978	FIVE L REALTY TRUST	10432	-	-
1979	G&I XI CA RETAIL LP	80273,80323	-	-
1980	GEORGIA DEPARTMENT OF REVENUE	80011	-	-
1981	[NAME ON FILE] - CLAIM #10392	10392	-	-
1982	GRACE UNITED METHODIST CHURCH	12078	-	-
1983	GREENWOOD CORNER, LLC	11589	-	-
1984	[NAME ON FILE] - CLAIM #80285	80285	-	-
1985	GULFSOUTH TOWER HOLDING COMPANY LLC	11348,11358	-	-
1986	[NAME ON FILE] - CLAIM #80391	80391	-	-
1987	H.I.G. REALTY FINANCING II, LLC	11514	-	-
1988	HAGAN NOLL & BOYLE, LLC	12327	-	-
1989	HAGER INVESTMENTS & LIBERTY WEST	11737	-	-
1990	HALE WAILANI PARTNERS LLC	384	-	-
1991	HARBORVIEW APARTMENTS SD LLC	12010	-	-
1992	HCA HEALTH SERVICES OF NEW HAMPSHIRE, INC.	11938	-	-
1993	HEADWATER RESEARCH LLC	11642	-	-
1994	HOOSIER TOWERS, LLC	11516	-	-
1995	HOUSTON, CITY OF (TX)	10634	-	-
1996	HTLVI NEWPORT TRS LLC	11427	-	-
1997	ILLUMINATING COMPANY, THE	80077	-	-

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1998	IMP ASTER LLC	80020	-	-
1999	IMP JACK FLATS LLC	80019	-	-
2000	IRVINE BUSINESS CENTER LLC	12042	-	-
2001	IRVINE COMMUNITY DEV. COMPANY LLC	12051	-	-
2002	IRVINE EASTGATE OFFICE I LLC	12002	-	-
2003	ISICOFF RAGATZ	11012,11229	-	-
2004	[NAME ON FILE] - CLAIM #243	243	-	-
2005	JEFFERSON COUNTY TREASURER	438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448,	-	-
2006	JERSEY CENTRAL POWER & LIGHT	427, 11038	-	-
2007	JODAY CO LLC	11235	-	-
2008	JOLOME PROPERTIES LLC	10846	-	-
2009	JPPF 55 FRANCISCO, L.P.	11955	-	-
2010	JQH ALLEN DEVELOPMENT LLC	10907	-	-
2011	[NAME ON FILE] - CLAIM #11176	11176	-	-
2012	KENNEDY TOWERS DEVELOPMENT FUND CO	11022	-	-
2013	KISSIMMEE UTILITY AUTHORITY	10038, 10039, 10040, 10041, 10042, 10044, 10045,	-	-
2014	KW LAW LLP	11343, 11334	-	-
2015	LAKE PARKER, LLC	10872	-	-
2016	LAKSHMIKUMARAN AND SRIDHARAN	10657	-	-
2017	LANCESOFT INC	343	-	-
2018	LAS AMERICAS PREMIUM OUTLETS, LLC	10496	-	-
2019	LINCOLN AVENUE II LLC	12264	-	-
2020	LORING TOWERS SALEM PRESERVATION LP	12373	-	-
2021	LYRIC 39, LLC	11957	-	-
2022	MAB KNOXVILLE LLC	10103	-	-
2023	[NAME ON FILE] - CLAIM #11119	11119	-	-
2024	[NAME ON FILE] - CLAIM #11211	11211	-	-
2025	[NAME ON FILE] - CLAIM #12160	12160	-	-
2026	MARINERS LANDING LLC	11326	-	-
2027	MASON CREEK U.D.	402	-	-
2028	MASTEC NETWORK SOLUTIONS LLC	80318	-	-
2029	MAYFLOWER MANOR APARTMENTS OHIO LP	11888	-	-
2030	MEMPHIS LIGHT GAS & WATER	55	-	-
2031	[NAME ON FILE] - CLAIM #10606	10606	-	-
2032	MET ED	423	-	-
2033	MET- ED	11053	-	-
2034	MICHIGAN DEPARTMENT OF TREASURY	12140	-	-
2035	MIDDLE TENNESSEE ELECTRIC MEMB CORP	10509	-	-
2036	MINNESOTA VALLEY ELECTRIC COOPERATIVE	501	-	-
2037	MOHICAN HISTORIC PRESERVATION, L.P.	12372	-	-
2038	[NAME ON FILE] - CLAIM #108	108	-	-
2039	NEIGHBORHOOD HEALTHCARE	10586	-	-
2040	NEVADA POWER CO. D/B/A NV ENERGY	10901	-	-
2041	NEW HAMPSHIRE PUBLIC BROADCASTING	11129	-	-
2042	NEWTON HIGHLANDS CONGREGATIONAL CHURCH	80450	-	-
2043	NEXTOWER DEVELOPMENT GROUP II, LLC	11612	-	-
2044	NM TAXATION & REVENUE DEPARTMENT	499	-	-
2045	NORFOLK MUNICIPAL TAX COLLECTOR	10721	-	-
2046	NORFOLK SOUTHERN RAILWAY COMPANY	11233	-	-
2047	NORTH CREEK OFFICE LLC	10875	-	-
2048	NORTHERN STATES POWER MINNESOTA	10989	-	-
2049	NORTHERN STATES POWER WISCONSIN	10985	-	-
2050	NSTAR ELECTRIC COMPANY	10724, 10729	-	-
2051	NYS DEPT OF TAXATION & FINANCE	10080	-	-
2052	OAK GROVE PROPERTY MANAGEMENT LLC	10614	-	-
2053	OCEANSIDE UNIFIED SCHOOL DISTRICT	12149	-	-
2054	OHIO EDISON	80079	-	-
2055	OLD TOWN VENTURE LLC	11985	-	-
2056	OLYMBEC EAST HARTFORD LP	10630	-	-
2057	OPELIKA, CITY OF (AL)	10182	-	-
2058	ORINDA DUNHILL LLC AND DE ORINDA BORROWER LLC	198	-	-
2059	PACIFICA CENTER OF HUNTINGTON BEACH, INC.	10718	-	-
2060	PARK PROFESSIONAL PLAZA COA	10519	-	-
2061	PATHWAY CHRISTIAN CHURCH	11911	-	-
2062	PAVILLON TOWERS LLC, THE	12276	-	-
2063	PCRE NM KC HOLDINGS, LLC	12229	-	-
2064	PENELEC	424, 11083	-	-
2065	PENN POWER	80078	-	-
2066	PH FINANCE LLC	12011	-	-
2067	PICKENS COUNTY TAX COLLECTOR	511	-	-
2068	PITTSBURGH PROPERTIES LLC	80110	-	-
2069	PLATA INVESTMENT, LLC	10936	-	-
2070	PLEASANT VALLEY RECREATION & PARK D	12142	-	-
2071	POMFRET TOWN TAX COLLECTOR (CT)	10691	-	-
2072	PORTER RANCH, RETAIL II LLC	80164	-	-
2073	PORTLAND GENERAL ELECTRIC (PGE)	374	-	-
2074	PRIMAL TECHNOLOGIES INC	10860	-	-
2075	PROLOGIS USLV SUBREIT 4, LLC	11227	-	-
2076	PROVIDENCE COLLEGE	10781	-	-
2077	PSL ENTERPRISES LLC	269	-	-
2078	PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, THE	10723	-	-
2079	PUCK TOWERS, LLC	11539	-	-
2080	PUEBLO WEST METROPOLITAN DISTRICT	11952	-	-
2081	QUAD DBC HOLDINGS LLC	11994	-	-
2082	QUAKERTOWN RECREATION CLUB, INC.	10199	-	-
2083	QUALITY TELECOM CONSULTANTS INC	10190	-	-
2084	QUEENSWOOD HOUSING DEVELOPMENT FUND CORP ET AL	80132	-	-
2085	R&R GROUP INVESTMENTS, INC.	11966	-	-
2086	RB HOUSTON LLC	11847	-	-
2087	RIVES TOWNSHIP	240	-	-
2088	RLJ HYH EMERYVILLE LESSEE, LP	12243	-	-
2089	RLJ HYH SAN JOSE LESSEE, LP	12242	-	-
2090	RLJ HYH SANTA CLARA LESSEE, LP	12244	-	-
2091	RLJ II - RH BOULDER LESSEE, LLC	12241	-	-
2092	RMG PROPERTIES, LP	10480	-	-
2093	ROCKY MOUNTAIN FRANCHISING	186	-	-
2094	[NAME ON FILE] - CLAIM #11130	11130	-	-

Exhibit B: Quick Pay Schedule for Secured Type A Claims in Class 2D				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
2095	ROIC CALIFORNIA, LLC	12418	-	-
2096	ROSCOE INVESTMENTS LLC	10550	-	-
2097	ROUTT CO TREASURER	305	-	-
2098	SA EDGE SERVICES, LLC	10809	-	-
2099	SAM AND JOSEPH SASSON, LLC	11252	-	-
2100	SC DEPARTMENT OF REVENUE	10023	-	-
2101	SCP MOB 75 ROWLAND WAY, LLC	12040	-	-
2102	SEATTLE CITY LIGHT	12154	-	-
2103	SECURITY PORTFOLIO II, L.P.	12394	-	-
2104	SEED INTELLECTUAL PROPERTY LAW GROUP	10799	-	-
2105	SGRC 225 LLC	11443	-	-
2106	SHR PALO ALTO, LLC	362	-	-
2107	SOCAL UFCW DRUG PENSION FUND	10407	-	-
2108	SOLUTIONS II INC	11006	-	-
2109	SOONER TOWERS, LLC	11574	-	-
2110	SOUTH 128 ASSOCIATES LLC	10621	-	-
2111	SOUTHWESTERN PUBLIC SERVICE CO	10903	-	-
2112	SPECTRUM PLAZA LLC	212	-	-
2113	SPECTRUM PROPERTY OWNER LLC	204	-	-
2114	ST. ANDREWS BY-THE-SEA UMC	11403	-	-
2115	ST. CLAIR BUILDING COMPANY	10640	-	-
2116	ST. LOUIS APARTMENTS, LLC	11838	-	-
2117	ST. OLAF EVANGELICAL LUTHERAN CHURCH OF GARDEN GRV	11852	-	-
2118	STATE OF MINNESOTA, DEPARTMENT OF REVENUE	256	-	-
2119	STONEHILL ASSOCIATES 28 LLC	12280	-	-
2120	SUPERCLEAN SERVICE COMPANY, INC.	11719	-	-
2121	SYNERGY 768 INC	12156	-	-
2122	TDOR	10025	-	-
2123	TEBO DEVELOPMENT COMPANY	10932	-	-
2124	TELECOM SOLUTIONS INC	10296	-	-
2125	THE CSAI COMPANY	11522	-	-
2126	THE OWNERS OF 1864 INC.	12257	-	-
2127	THE ROCKY MOUNTIAN CONFERENCE SDA	11288	-	-
2128	THE TOWN OF MIDDLEBURY TAX COLLECTOR	406	-	-
2129	TICAD RETAIL PROPERTY HOLDINGS LLC	12050	-	-
2130	TOWN OF BARRINGTON, RHODE ISLAND	5	-	-
2131	TOWN OF BLOOMFIELD CT	80427	-	-
2132	TOWN OF CLINTON	475	-	-
2133	TOWN OF LAFAYETTE, NEW YORK	10859	-	-
2134	TOWN OF ORRINGTON	188, 191	-	-
2135	TOWN OF PALM BEACH SHORES, FLORIDA	80133	-	-
2136	TOWN OF WEST BROOKFIELD	13	-	-
2137	TOWNSHIP 14 LLC	12021	-	-
2138	TRAVELERS EXCESS AND SURPLUS LINES	10847	-	-
2139	TRILOGY HOTEL PROPERTY LLC	11008	-	-
2140	[NAME ON FILE] - CLAIM #11624	11624	-	-
2141	TRIVIEW METROPOLITAN DISTRICT	10807	-	-
2142	TSIMOURIS HOLDINGS BETHEL LLC	229	-	-
2143	TUCARD, LLC	524	-	-
2144	UGI UTILITIES, INC.	11049	-	-
2145	UNIVERSITY CORPORATION O/B/O CSUN, THE	10633	-	-
2146	UNIVERSITY TOWERS CONDOMINIUM ASSOC	10923	-	-
2147	US WIRELESS, INC.	10295	-	-
2148	USVI PARKWAY MEDICAL PLAZA, LLC	11656	-	-
2149	VAUGHN BELTING	10198	-	-
2150	VICTORIA REALTY TRUST	80271	-	-
2151	[NAME ON FILE] - CLAIM #12175	12175	-	-
2152	WATERFORD TAX COLLECTOR	275	-	-
2153	WAYFINDER FAMILY SERVICES	10943	-	-
2154	[NAME ON FILE] - CLAIM #11751	11751	-	-
2155	WEST 4TH STREET REALTY ASSOCIATES	11414	-	-
2156	WEST 92 STREET LLC	11201	-	-
2157	WESTSHELL, L.L.C.	10812	-	-
2158	WHITE ETKIN CHURCH RANCH HOTEL CO	12245	-	-
2159	WIRELESS SOLUTIONS, LLC	12206, 12208	-	-
2160	WLT INVESTMENTS, LLC	253	-	-
2161	WNYPBA	11204	-	-
2162	WOODRUFF COUNTY TAX COLLECTOR	116	-	-
2163	[NAME ON FILE] - CLAIM #466	466	-	-
2164	WRPV XIV PALMS OF KILANI HONOLULU	11884	-	-
2165	WS DULLES AIRPORT, LLC	11464	-	-
2166	XHR PORTLAND OCC TRS, LLC	10930	-	-
2167	YORBA LINDA MEDICAL PLAZA LLC	168	-	-
2168	ZAYO GROUP, LLC	11637	-	-

Exhibit C

Quick Pay Schedule for
FCC Trust-Eligible Claims in Class 2E

Exhibit C: Quick Pay Schedule for FCC Trust-Eligible Claims in Class 2E

#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
1	CROWN CASTLE ENTITIES	12030	$ 554,120,226	$ 332,472,135
2	AMERICAN TOWERS CORPORATION & AFFILIATES	11768, 11770, 11774, 11777, 11779, 11781, 11786, 11790, 11746, 11792, 11797, 11800, 11803, 11807, 11813, 11818, 11822, 11828, 11834, 11839, 11844, 11850, 11857, 11866, 11869, 11889, 11891, 11898, 11902, 11903, 11907, 11914, 11918, 11925, 11930, 11937, 11941, 11947, 11953, 11956, 11961, 11965, 11968, 11970, 11973, 11975, 11979, 11982, 11987, 11992, 11996, 12001, 12004, 12009, 12014, 12020, 12024, 12026, 12031, 12033, 12036, 12039, 12046, 12055, 12059, 12053, 12062, 12063, 12065, 12066, 12069, 12070, 12073, 12074, 12075, 12077	384,639,683	230,783,810
3	COMCAST BUSINESS COMMC'NS, LLC	11963	80,511,659	48,306,995
4	CABLEVISION LIGHTPATH LLC	11339	77,211,719	46,327,031
5	SBA TELECOMMUNICATIONS, LLC	11425	69,615,585	41,769,351
6	LUMOS NETWORKS 2, LLC & AFFILIATES	11602, 11676, 11613, 11667	34,003,647	20,402,188
7	LUMEN TECHNOLOGIES GROUP, LLC	10530	28,431,831	17,059,099
8	COXCOM LLC	11566,11663	27,805,414	16,683,248
9	CHARTER COMMUNICATIONS OPERATING, LLC	11439	13,802,894	8,281,736
10	DIAMOND TOWERS II LLC AND AFFILIATED ENTITIES	80287, 80290	13,148,549	7,889,129
11	VERIZON COMMUNICATIONS INC.'S SUBS.	11995	12,807,908	7,684,745
12	ARRAY DIGITAL INFRASTRUCTURE INC & ADI LEASING CO	80288	9,567,885	5,740,731
13	EVERSTREAM SOLUTIONS LLC	80283	7,122,710	4,273,626
14	BRIGHTSPEED BROADBAND, LLC	80278	4,595,434	2,757,260
15	SOUTHERN CALIFORNIA EDISON COMPANY	10862, 10863, 10866, 10868, 10874, 10869	4,481,105	2,688,663
16	FIRSTLIGHT FIBER, INC.	10094	4,221,977	2,533,186
17	CINCINNATI BELL TELEPHONE CO. LLC	11791,11802	3,062,710	1,837,626
18	[NAME ON FILE] - CLAIM #12193,12196	12193,12196	2,145,084	1,287,050
19	INDUSTRIAL TOWER & WIRELESS LLC	12106	1,822,162	1,093,297
20	SKYWAY TOWERS LLC	10855	1,821,439	1,092,863
21	ASTOUND BUSINESS SOLUTIONS, LLC	10747	1,770,637	1,062,382
22	TILLMAN INFRASTRUCTURE LLC	11948	1,692,980	1,015,788
23	T-MOBILE USA, INC.	12255	1,527,524	916,514
24	TOWERCO 2013 LLC & AFFILIATES	11632, 11322, 11329, 11331, 11316, 11639, 11337, 11182, 11332, 11342, 11350, 11355, 11361, 11369, 11375, 11379	1,478,691	887,214
25	TECH MAHINDRA LLC	11867	1,304,626	782,776
26	DQE COMMUNICATIONS LLC	11805	1,165,617	699,370
27	NEW YORK CITY HOUSING AUTHORITY	12412	1,110,317	666,190
28	FIBERLIGHT, LLC	10703	1,038,071	622,843
29	NEW JERSEY TURNPIKE AUTHORITY	11922	1,013,578	608,147
30	TVT III, LLC & AFFILIATES	11691, 11649, 11673, 11668, 11680, 11687, 11698, 11700, 11677	949,598	569,759
31	K2 TOWERS III, LLC & AFFILIATES	11519, 11376, 11383, 11525, 11150, 11160, 11175, 11368, 11391, 11398, 11404, 11409, 11412	857,234	514,340
32	E. RITTER COMMUNICATIONS HOLDINGS	11644	847,850	508,710
33	DATAVERGE LLC	10733	831,125	498,675
34	CITYSWITCH II, LLC	11152,11162,11172	781,167	468,700
35	HARMONI TOWERS INFRASTRUCTURE LLC	80183	758,809	455,285
36	TARPON TOWERS II, LLC & AFFILIATES	11620, 11302, 11627	745,131	447,079
37	EIP HOLDINGS II, LLC	11587,11208,11221,11236,11245,11254,11310,11317,11330,11338	740,425	444,255
38	ARVIG ENTERPRISES, INC.	10399	704,029	422,418
39	EDGECONNEX HOLDINGS, LLC	80268	690,396	414,237
40	STRATUS NETWORKS, INC	10000	637,571	382,543
41	TOWERCOM IV-B, LLC & AFFILIATES	11447, 11451, 11452, 11456, 11449, 11460	611,748	367,049
42	MILESTONE DEVELOPMENT, INC.	11727	538,485	323,091
43	PUGET SOUND ENERGY INC.	11945	536,090	321,654
44	SUBCARRIER COMMUNICATIONS	11202	500,852	300,511
45	P.I. WORKS US INC.	11643	500,000	300,000

Footnotes:

[1] All amounts presented on this Schedule are preliminary and subject to ongoing review, reconciliation, and analysis, and therefore may be materially revised, updated, or supplemented.

[2] Certain claims presented on this Schedule are associated with an estimated amount of $0.00 for one or more of the following reasons: (a) the DISH Wireless Debtors have thus far been unable to identify the creditor and reconcile the claim against the DISH Wireless Debtors' books and records, and, accordingly, such claim remains subject to ongoing review and reconciliation; (b) the claim was filed against an entity that is not a DISH Wireless Debtor, and none of the DISH Wireless Debtors have any liability for such claim; (c) the DISH Wireless Debtors have determined that the claim was erroneously filed against the DISH Wireless Debtors; and/or (d) the claim is contingent or unliquidated. The DISH Wireless Debtors' listing of a claim with an estimated amount of $0.00 does not constitute an admission, agreement, acknowledgment, or determination by the DISH Wireless Debtors as to the validity, enforceability, allowance, priority, or amount of such claim, and the listing of such claim on this Schedule shall not be deemed to modify, expand, or reduce any claimant's rights, claims, defenses, or arguments, all of which are expressly reserved. The DISH Wireless Debtors intend to regularly update this Schedule by filing modified versions on the docket of the DISH Wireless Debtors' chapter 11 cases.

[3] The Proofs of Claim referenced herein reflect the claims register as of September 8, 2026 and remain subject to the DISH Wireless Debtors' ongoing review, reconciliation, and revision. In addition, certain applicable bar dates may not yet have passed, including bar dates relating to certain creditors' claims against the DISH Wireless Debtors for rejection damages and governmental claims. Accordingly, additional claims may be filed after the date hereof. The DISH Wireless Debtors reserve all rights to supplement or revise this Schedule as appropriate. Any reference to a Proof of Claim on this Schedule is not and shall not be deemed to constitute an admission, agreement, acknowledgment, or determination by the DISH Wireless Debtors as to the validity, enforceability, allowance, priority, or amount of such claim, and no such reference shall be deemed to modify, expand, or reduce any claimant's rights, claims, defenses, or arguments. All claims presented on this Schedule are subject to the DISH Wireless Debtors' claims-reconciliation process, and the DISH Wireless Debtors reserve all rights with respect thereto.

[4] With respect to claims listed on this Schedule that are designated on a DISH Wireless Debtor's Schedules and Statements and are not disputed, contingent, or unliquidated, the amounts of such claims were derived from the DISH Wireless Debtors' books and records in accordance with the methodology described in the Global Notes to the applicable DISH Wireless Debtor's Schedules and Statements.

[5] The estimates presented on this Schedule are subject to the same assumptions, qualifications, reservations of rights, disclaimers, and limitations set forth in The DISH Wireless Debtors' Motion for Entry of an Order Estimating Claims for Voting Purposes Under Bankruptcy Rule 3018(a)(4) of the Federal Rules of Bankruptcy Procedure [Dkt. No. 168] (the "Voting Estimation Motion"). All claims that have been or may be asserted against the DISH Wireless Debtors remain subject to the DISH Wireless Debtors' rights, claims and defenses, which are expressly reserved in all respects. Nothing herein shall or shall be deemed to waive any rights, claims, defenses, or arguments of the DISH Wireless Debtors.

[6] The claims presented on this Schedule include only FCC Trust-Eligible Claims in Class 2E. Any Proof of Claim that has been amended, superseded, withdrawn, expunged, or otherwise replaced by a later-filed Proof of Claim has been excluded from this Schedule.

[7] Certain Proofs of Claim referenced on this Schedule have been suppressed on the claims register at the request of the creditor due to commercially sensitive or personally identifiable information. In such instances, the name of the creditor has been redacted, and the claim is identifiable only by its amount and the number assigned to the Proof of Claim by the Claims and Noticing Agent.

[8] Notwithstanding anything to the contrary in the Plan, to the extent a scheduled claim or filed Proof of Claim presented on this Schedule has been satisfied, paid, discharged, settled, released, or otherwise resolved, the holder of such claim is not entitled to recover the Quick Pay Amount associated with such claim.

If you have questions about the Quick Pay Amount listed on this Schedule, please contact proposed counsel to the DISH Wireless Debtors at WCDISHQuickPay@whitecase.com.

Exhibit C: Quick Pay Schedule for FCC Trust-Eligible Claims in Class 2E				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
46	LRF3 NJ340 KAPLAN LLC	11214	495,559	297,335
47	CYRUSONE LLC	12209	485,952	291,571
48	TIERPOINT, LLC	11521	462,296	277,378
49	SABRE INDUSTRIES, INC.	11814	444,505	266,703
50	TRACE3 LLC	9 000 000 362	438,390	263,034
51	PUBLIC SERVICE CO DBA XCEL ENERGY	10995, 10895	429,567	257,740
52	DFW INTERNATIONAL AIRPORT BOARD	12090	411,262	246,757
53	AECERO INC.	10622, 11762	407,322	244,393
54	BRANCH TOWERS III, LLC	11553	396,065	237,639
55	BALTIMORE GAS AND ELECTRIC COMPANY	10636, 10637, 10638, 10342, 10345, 10349, 10351, 10352, 10355, 10356, 10357, 10361, 10364, 10365, 10366, 10367, 10368, 10369, 10371, 10372, 10376, 10377, 10397, 10398, 10401, 10402, 10403, 10404, 10405, 10406, 10409, 10410, 10411, 10412, 10415, 10417, 10418, 10421, 10423, 10424, 10425, 10461, 10464, 10465, 10466, 10467, 10468, 10469, 10471, 10472, 10474, 10475, 10477, 10478, 10479, 10481, 10482, 10483, 10484, 10485, 10486	391,811	235,086
56	KEYSIGHT TECHNOLOGIES, INC.	10016	388,430	233,058
57	MIDCONTINENT COMMUNICATIONS, G.P.	11304	388,405	233,043
58	BLUEBIRD NETWORK, LLC, BLUEBIRD MIDWEST ET AL	11827	351,503	210,902
59	LIGHTSPEED NETWORKS INC	11789	338,575	203,145
60	UP STATE TOWER CO., L.L.C.	11082, 11074	323,907	194,344
61	123.NET, LLC	10669	311,817	187,090
62	EIP COMMUNICATIONS I, LLC	11579	305,678	183,407
63	ATLAS TOWER I, LLC	10619,10635	303,336	182,002
64	AP WIRELESS INVESTMENTS I, LLC	11876, 11882, 11901, 11904, 11909, 11929, 11893, 11923	302,713	181,628
65	BOLDYN NETWORKS US LLC	11817	285,200	171,120
66	TOWNSHIP OF WEST ORANGE, NJ	80445	284,291	170,575
67	GREENLAWN WATER DISTRICT	10524,10525	271,807	163,084
68	EXFO AMERICA INC	10 000 000 001	270,000	162,000
69	BLUE SKY TOWERS III, LLC & AFFILIATES	11137,11584,11550,11159,11168,11179,11151	269,281	161,569
70	GVS PROPERTIES, LLC AND AFFILIATES	11023, 11166, 11052, 11287	267,778	160,667
71	PUBLIC STORAGE	9 000 000 283	259,019	155,411
72	ARIZONA PUBLIC SERVICE COMPANY	80018,11062,11069	255,834	153,501
73	WIRELESS EDGE NY, LLC	80286	236,672	142,003
74	LD ACQUISITION COMPANY 10 LLC & AFFILIATES	11703, 11981, 11629, 11709, 12043, 12087, 12130, 12060, 12084, 11808, 12085, 11722, 11784, 12129, 12005, 12072, 12076, 12079, 12095, 11820	228,361	137,016
75	141 W JACKSON OWNER LLC	11328	226,634	135,980
76	CONDO BD. OF THE 20 PINE ST. CONDO	11483,12174	222,739	133,643
77	FENGATE TOWERS US I, LLC	11442	217,859	130,715
78	OPTIMA TOWERS IV, LLC	10707	216,638	129,983
79	REXFORD INDUSTRIAL REALTY LP	12158	215,291	129,175
80	AIO OPERATING, LLC	12274	212,807	127,684
81	HORVATH TOWERS III, LLC	11598	206,426	123,856
82	SWI FUNDS TOWER HOLDINGS, LLC & AFFILIATES	11290, 11207, 11219, 11242, 11250, 11262, 11274, 11164, 11170, 11184, 11194, 11223, 11247, 11296, 11295, 11157	204,276	122,566
83	SUFFOLK COUNTY WATER AUTHORITY	9 000 000 011	203,649	122,190
84	CTI TOWERS ASSETS II, LLC & AFFILIATES	80261, 80262, 80264, 80265	201,443	120,866
85	SALT RIVER PROJECT AGRICULTURAL IMP	11026, 11011	201,373	120,824
86	GARDEN CITY PARK WATER DISTRICT	12281, 12279	190,962	114,577
87	STRATCAP WIRELESS DATACOM REIT LLC	9 000 000 010	190,056	114,034
88	THE CITY OF GLEN COVE	12285, 12284	188,550	113,130
89	APC TOWERS, LLC & AFFILIATES	11545, 11528	187,419	112,452
90	TENNESSEE INDEPENDENT TELECOMMUNICA	10861	184,665	110,799
91	NETREIT GENESIS, LLC	11662	180,065	108,039
92	PATRIOT COMMUNICATIONS LLC	11515, 11269, 11282, 11289, 11294, 11301, 11325	175,696	105,417
93	TOWNSHIP OF MANCHESTER, NJ	11468	174,884	104,930
94	ACCENTURE INTERNATIONAL LIMITED	9 000 000 001	174,109	104,465
95	WIRELESS EDGE WESTCHESTER GROUP LLC	80277	162,251	97,350
96	SUN STATE TOWERS III, LLC	11607	160,045	96,027
97	MACY'S RETAIL HOLDINGS, LLC & AFFILIATES	10572, 11119, 11603, 10573	157,210	94,326
98	PUBLIC SERVICE COMPANY OF COLORADO	9 000 000 281	156,750	94,050
99	PLYMOUTH 8000-8001 BELFORT FL LLC	12405	155,383	93,230
100	PUBLIC HOUSING AGENCY CITY ST PAUL	11732	152,878	91,727
101	SHO-ME TECHNOLOGIES, L.L.C.	12324	151,952	91,171
102	THE TOWNSHIP OF OCEAN, NJ	11467	149,557	89,734
103	QUADGEN WIRELESS SOLUTIONS INC	80306	148,960	89,376
104	2 SC, LLC	12179	147,332	88,399
105	GUADALUPE VALLEY TELEPHONE COOPERATIVE INC	80275	140,362	84,217
106	SEACOAST TOWER DEVELOPMENT LLC	11606, 11634, 11647	139,955	83,973
107	HUNTER COMMUNICATIONS	10942	137,701	82,620
108	PEBBLE BEACH COMPANY	10534	134,860	80,916
109	CITY OF CHULA VISTA	9 000 000 002	132,602	79,561
110	AZTEC SHOPS LTD	12447,12448	131,572	78,943
111	MILES OAKLAND INVESTMENTS LLC	10275	130,324	78,194
112	PORTLAND 1, LLC	12333	129,468	77,681
113	NETRALITY PROPERTIES, LP	10252	124,528	74,717
114	LUDLOW STREET HOSPITALITY LLC	12400	124,353	74,612
115	MUNICIPAL COMMUNICATIONS III, LLC	11761, 11908, 11916	123,542	74,125
116	WEST HEMPSTEAD GARDEN WATER DISTR	12320	123,040	73,824
117	WESTCHESTER VILLAGE SQUARE LLC	11886	122,166	73,299
118	GREEN TOWERS GROUP, LLC	11783	120,951	72,571
119	DISTRICT LAND HOLDINGS LLC	11653	117,884	70,730
120	BROOKVIEW TOWNCENTRE, LLC	296	117,537	70,522
121	CLEARVIEW TOWER COMPANY II, LLC	11590	115,499	69,300
122	DAY MANAGEMENT CORPORATION	10327	115,128	69,077
123	HORVATH TOWERS V, LLC	11592	114,976	68,986
124	HARTZ HOTEL SERVICES, INC.	10541	111,917	67,150
125	[NAME ON FILE] - CLAIM #10644	10644	111,646	66,988
126	MESA VIEW PLAZA LLC	211	108,580	65,148

Exhibit C: Quick Pay Schedule for FCC Trust-Eligible Claims in Class 2E				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
127	BOARD OF MANAGERS OF THE 521 PARK AVE CONDOMINIUM	80257	107,312	64,387
128	CLEAR LAKE CITY WATER AUTHORITY	11285	105,674	63,404
129	MARTLING OWNERS, INC.	11220	105,185	63,111
130	WATER AUTHORITY OF GREAT NECK NORTH	11186	103,416	62,050
131	AIRWAVE STRATEGIES II LLC & AFFILIATES	10922,10293,10592,10693,10694,10695,10737,10738,10739,10740,10741,10913,10916,10918,10919,10925,10927,11794,10988,10990,11255,11261,11265,12131,10986	101,522	60,913
132	LOCUST VALLEY WATER DISTRICT	201	100,620	60,372
133	LOFT 25 CONDOMINIUM BD. OF MANAGERS	12312, 11482	98,129	58,877
134	THE GEBHARDT GALAXIE, LLC	11812	95,437	57,262
135	FIDELITY TOWERS INC	11273	93,218	55,931
136	THE MONTEREY HOUSE CONDOMINIUM INC	11500	91,761	55,056
137	BERNARDS TWP. SEWERAGE AUTHORITY	11183	90,893	54,536
138	BOARD OF ED CITY OF CHICAGO	11705	90,000	54,000
139	KEWA, INC.	10585	89,697	53,818
140	GRAMERCY PLACE CONDOMINIUM	371	88,514	53,108
141	CITY OF CORVALLIS	12048	87,507	52,504
142	SYOSSET TOWER INC	11810	85,704	51,422
143	EDMONDS PUBLIC FACILITIES DISTRICT	10825	84,864	50,918
144	M AND B TOWERS LLC	11855	84,734	50,840
145	CCMP-DE, LLC	10516	81,128	48,677
146	CITY OF VADNAIS HEIGHTS	10187	80,315	48,189
147	BOROUGH OF SHIP BOTTOM	11167	79,935	47,961
148	TOWN OF NEW FAIRFIELD	80301	79,854	47,913
149	COBB CC INDUSTRIAL PROPERTY LP	10540	79,203	47,522
150	160 WOOSTER STREET CONDOMINIUM	11021	79,122	47,473
151	CARLTON SENIOR LIVING, LLC	12441	79,078	47,447
152	555W23 CONDOMINIUM BD. OF MANAGERS	11949, 11927	77,663	46,598
153	OYSTER BAY WATER DISTRICT	111	77,406	46,443
154	RSD 920, LLC	10626	76,347	45,808
155	AGUDATH ANSHEI MAMOD UBEIS VEAD LAC	11085	75,841	45,505
156	EAST 63 REALTY CO. LLC	11055	75,668	45,401
157	BROADWAY 111 OWNERS CORP	359	75,315	45,189
158	ASHLEY REALTY LLC	12246	74,853	44,912
159	LINCOLN BEST HOTEL, INC.	12135	72,048	43,229
160	PDSJ, LLC	10579	72,044	43,227
161	161 LAFAYETTE REALTY INC	82	70,853	42,512
162	MONTE VISTA SELF STORAGE LLC	11487, 11488, 11491	69,392	41,635
163	CALIFORNIA PLAZA OWNER LLC	11529	68,745	41,247
164	ZADA REALTY LLC	12336, 12337	68,322	40,993
165	495 ODELL AVENUE OWNERS, INC.	80144, 80059	66,512	39,907
166	70 EAST SUNRISE HIGHWAY, LLC	10813, 10805	66,406	39,844
167	TUVF - CVC COMMERCIAI, LLC	11833	66,330	39,798
168	GREENWICH STREET REALTY LLC	10784	66,182	39,709
169	17 E 84TH STREET CORP.	11100, 11102	65,791	39,474
170	CRISTA MINISTRIES	10757	64,386	38,631
171	AG TOWERS INC	11798	64,232	38,539
172	NAPA SAWYER PROPERTIES, LLC	10581	63,487	38,092
173	VILLAGE SPIRES CONDOMINIUM ASSOCIATION INC, THE	386	63,000	37,800
174	RADIO COMMUNICATIONS CORP INC	10736	61,081	36,648
175	796-798 NINTH SUCCESSOR, LLC	11438	60,621	36,373
176	PORT OF SEATTLE	11986	59,846	35,908
177	NORTH SHORE PLAZA, LLC	10510	59,797	35,878
178	SILJAY HOLDING, LLC	11108	59,400	35,640
179	2285 SEDGWICK LLC	12151	59,134	35,480
180	HPH CHOSEN LLC	12247	58,321	34,993
181	1430 THIRD AVE, LLC	11441	57,877	34,726
182	UNIVERSITY OF CENTRAL FLORIDA	12136	57,850	34,710
183	53 BRIDGE LLC	11096	57,770	34,662
184	SEMINARY OF THE IMMACULATE CONCEPTION	12277	57,740	34,644
185	MEADOWS LANDMARK LLC	11872	57,620	34,572
186	373 5TH AVE HOLDINGS LLC	11567	57,600	34,560
187	1741 FIRST OWNER, LLC	11446	57,500	34,500
188	ORI REALTY ASSOCIATES, LLC	12411	57,394	34,436
189	1500 BOSTON ROAD HOUSING DEVELOPMENT FUND CORP	80148, 80175	57,374	34,425
190	TEN STAR CORP. AND 1043 STAR TENANT LLC	11435	57,374	34,425
191	1110/1130 STADIUM OWNERS CORP.	12150	57,303	34,382
192	148 W 142 LLC, SHERMAN25 LLC, ET 142 LLC, AND	11428	57,249	34,349
193	QUINCY PROPERTY OWNER I, LLC	12125	57,243	34,346
194	KING COUNTY PUBLIC HOSPITAL DIST #2	10001	57,120	34,272
195	125 MAIDEN LANE CONDOMINIUM, THE	10594	56,700	34,020
196	SANDPOINTE BAY CONDOMINIUM ASSOCIATION INC	385	56,652	33,991
197	ASSET ESSENTIALS CELLULAR LLC & AFFILIATES	80236, 80237, 80235	56,643	33,986
198	288 WALNUT STREET REALTY TRUST	11689	56,088	33,653
199	TELEPHONE HEIGHTS PRESERVATIONS URA, LP	486	55,999	33,600
200	[NAME ON FILE] - CLAIM #11883	11883	55,770	33,462
201	PENNSYLVANIA TURNPIKE COMMISSION	11191	55,748	33,449
202	REEP-OFC BELLEVUE WA, LLC	12114	55,544	33,326
203	TEN PARK PLACE PARTNERS, LLC	12464	54,326	32,596
204	RALPHS GROCERY COMPANY	12187	54,265	32,559
205	C&P PROPERTIES #1, LP	80042	53,741	32,245
206	STUYVESANT GARDENS COMPANY LLC	10877	53,234	31,940
207	2490 CORAL WAY LLC	11508	52,705	31,623
208	JQH NORMAN DEVELOPMENT LLC	10910	51,898	31,139
209	COLUMBUS ON THE PARK CONDO ASSN	10492	51,844	31,107
210	DUPONT TOWER ASSOCIATES, LP	11222	51,425	30,855
211	PENSACOLA RESIDENTIAL LLC	10750	51,398	30,839
212	AH 783-787, LLC	11146	51,320	30,792
213	PANCHALON6TH LLC	10277	51,301	30,780
214	THE PLAZA AT SPRINGFIELD VILLAGE, LP	487	51,257	30,754
215	315 EASTCO LLC	12316, 12317	51,159	30,695
216	PEGASUS 22 ZEBRA PL LLC	10568	51,079	30,647

Exhibit C: Quick Pay Schedule for FCC Trust-Eligible Claims in Class 2E				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
217	17-19 DIVISION ST URBAN RENEWAL LLC	10639	50,567	30,340
218	570 WEST 204 LLC	10396	50,504	30,302
219	22-37 B 73RD STREET, LLC	10780	50,458	30,275
220	WA KIRKLAND UPTOWN LLC	11704	50,159	30,096
221	PALM RIDGE, LLC	12382	49,995	29,997
222	BASSETT ASSOCIATES	80211	49,913	29,948
223	HOLLIS APTS., INC.	11351	49,831	29,899
224	399 EAST 72ND ST APT OWNERS	11652, 11646	49,752	29,851
225	CYPRESS AVENUE ASSOCIATES, LLC	12375	49,426	29,655
226	H REAL ESTATE HOLDINGS, LLC	10226	49,069	29,442
227	25-26 EAST OWNERS CORP.	339	48,941	29,365
228	CHELSEA SEVENTH CONDOMINIUM	350	48,761	29,257
229	AH FDB, LLC	11122	48,451	29,071
230	HILLSIDE PLACE LLC	12349	48,390	29,034
231	3015 ROBERTS ASSOCIATES LLC	12251, 12419	48,284	28,970
232	BEACON WIRELESS LLC	303,11142	48,231	28,939
233	CAMBRIDGE HALL TENANTS CORP	80157,80036	48,125	28,875
234	WEST 88 STREET LLC	11196	47,913	28,748
235	JAY STREET REALTY ASSOCIATES	11244,11212	47,267	28,360
236	SR LAKES WATERFALL DE, LLC	11240	47,140	28,284
237	2785 BROADWAY LLC	11003	46,900	28,140
238	170 EAST MOSHOLU LLC	12365	46,304	27,783
239	57 ELMHURST, LLC	12350	45,684	27,410
240	1523 CENTRAL PARK AVENUE OWNERS, INC.	80149	45,000	27,000
241	5425 VALLES AVENUE OWNERS CORP	80167, 80096	45,000	27,000
242	RAJA DEVELOPMENT CO INC	11706	44,439	26,664
243	PAVILLION UNIT ACQUISITION, L.P.	11234	44,274	26,564
244	PARK POTOMAC BUILDING E, LLC	12413	43,568	26,141
245	MAYFLOWER DEVELOPMENT CORPORATION	11185	42,791	25,675
246	BEDFORD APARTMENT CO. LLC	11165	42,685	25,611
247	OLYMPIC VIEW APARTMENTS, LLC	11477	42,550	25,530
248	[NAME ON FILE] - CLAIM #80389	80389	42,403	25,442
249	KENT EQUITIES CORPORATION	11180	42,369	25,421
250	349 BROADWAY GROUP L.P.	10419	42,216	25,330
251	OMNI SAN FRANCISCO CORPORATION	428, 429, 10939, 10941	41,772	25,063
252	550 RIVERSIDE CO. LLC	11174	41,447	24,868
253	4411 CHURCH AVENUE CO. LLC	11453	40,382	24,229
254	91-60 LLC	12354	40,378	24,227
255	356 HERTEL AVE LLC	10307	40,326	24,196
256	543 EAST 5TH STREET ASSOCIATES, LLC	12334	40,019	24,011
257	733 REALTY, LLC	80151, 80161	40,000	24,000
258	GOVAN LEGACY LLC	11494	40,000	24,000
259	AMERICAN ACADEMY OF OPTHALMOLOGY	11675	39,861	23,916
260	PROLOGIS USLV DORSEY RUN DC, LLC	11216	39,052	23,431
261	ANTHEM COMMUNITY COUNCIL, INC.	12460	38,700	23,220
262	LIBERTY HOSPITALITY LLC	11771	38,530	23,118
263	WEST 187 STREET LLC	11193	37,707	22,624
264	MAJESTIC PROPERTIES, LLC	12340	37,288	22,373
265	THE ASCONIA LLC	10793, 12338	37,237	22,342
266	GRACE BAPTIST CHURCH	11506	36,928	22,157
267	MICHELLE TENANT CORP.	11896, 11881	36,543	21,926
268	80 RICHARDS OWNER LLC	11714	36,418	21,851
269	LUCKY LAGER, LLC	11755	35,762	21,457
270	[NAME ON FILE] - CLAIM #12398	12398	35,688	21,413
271	175 REALTY ASSOCIATES IV LLC	11503	35,075	21,045
272	NEWARK YANG, LLC	11905	35,072	21,043
273	ROOF TOP LEASING, LLC	11967	34,941	20,964
274	ROSEN TERRACE INC.	11187	34,530	20,718
275	[NAME ON FILE] - CLAIM #10553	10553	34,216	20,530
276	JANCA REALTY PREMISES TRUST	391	33,654	20,192
277	SHORE ROAD HOUSE INC.	11793	33,539	20,123
278	CARLTON APTS CO LLC	10900, 12377	32,500	19,500
279	1509 ST. NICK ASSOCIATES, LLC	12342	32,000	19,200
280	MORAP, LLC	12343	32,000	19,200
281	CITY VIEW GARDENS CONDOMINIUM	10857	31,593	18,956
282	STUART HOUSE, LLC	12341	31,252	18,751
283	THE CRYDER HOUSE, INC.	80147, 80171	30,836	18,501
284	FRED & IVAN LEIST SPECIAL K, LLC	10973	30,723	18,434
285	INDUSTRIAL TOWER WEST, LLC	10489	28,944	17,367
286	TITAN BARNES LLC	10203	28,909	17,346
287	1630 REALTY ASSOC LLC	12368	28,675	17,205
288	2685 REALTY ASSOCIATES, LLC	11450	28,675	17,205
289	424 SHEVA REALTY ASSOC LLC	12366	28,675	17,205
290	ARGYLE-WESTMINSTER LLC	11436	28,675	17,205
291	BLACK ROCK MANAGEMENT CO INC.	12359	28,675	17,205
292	HAZY REALTY CORP	12362	28,675	17,205
293	PARKVILLE REALTY ASSOCIATES, LLC	12363	28,675	17,205
294	QUENTIN REALTY, LLC	11432	28,675	17,205
295	ZEVRONE REALTY HDFC	12364	28,675	17,205
296	HARD SLAB LLC	11621	28,069	16,841
297	SUMMER MANAGEMENT COMPANY LLC	12345	27,895	16,737
298	CITY OF OCEANSIDE	12402	27,328	16,397
299	MARTIN SQUARED, LLC	12083	27,192	16,315
300	PICTURE PERFECT GLADES LLC	11594	27,138	16,283
301	MAJAM, LLC	11173	26,454	15,873
302	1804 76TH STREET, LLC	10775	26,102	15,661
303	157 BROADWAY ASSOCIATES LLC	12376	26,000	15,600
304	CITO 6041 LLC	10823	25,442	15,265
305	US TOWERS LLC	11830	23,634	14,181
306	133 FORT GEORGE AVENUE LLC	11498	23,373	14,024
307	CARDIFF EXECUTIVE CENTER LLC	12213	23,316	13,990
308	BRADDOCK AVE OWNERS INC.	12390	23,224	13,934
309	FOREST ROYALE CONDOMINIUM	12392	21,428	12,857

Exhibit C: Quick Pay Schedule for FCC Trust-Eligible Claims in Class 2E				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
310	IRON MOUNTAIN TOWERS, LLC	11530	20,940	12,564
311	WFCM 2022-C62 1835 AMSTERDAM AVENUE LLC	80305	12,900	7,740
312	FLIGHT PHASE 1 OWNER, LLC	169	11,444	6,867
313	BOROUGH OF MEDFORD LAKES	11444	6,365	3,819
314	BDR SONATA EAST LLC	11933	2,288	1,373
315	228 SOUTH FOURTH, LLC	11372	1,624	974
316	1020 ASSOCIATES, LLC	12367	-	-
317	1200 HARBOR BOULEVARD, LLC	10539	-	-
318	12840 MOB LLC	11773	-	-
319	1525 GRIFFITH PARK BLVD LLC	10453	-	-
320	1620 CAPITAL, LLC	373	-	-
321	33-24 WOODSIDE AVENUE, LLC	10962	-	-
322	3510 DECATUR HDFC	12360	-	-
323	505 SAN MARIN DRIVE LLC	329	-	-
324	63RD STREET OWNER, LLC	80135	-	-
325	75 FORT WASHINGTON PROPERTY LLC	11497	-	-
326	ANGELES CREST ASSOCIATES, LLC	10705	-	-
327	ARIUM NETWORKS LLC	10871	-	-
328	AUSTIN1 LLC	11478	-	-
329	BACO DE FRANCE INTERNATIONAL, INC.	12019	-	-
330	BARRACUDA TOWERS, LLC	11630	-	-
331	BERKELEY HALL SCHOOL FOUNDATION	11384	-	-
332	BHR OPERATIONS, LLC	12239	-	-
333	BLDG 424 MADISON TIC LLC	80136	-	-
334	BLUE PLANET SOFTWARE, INC.	12034	-	-
335	BRONX CARE HDFC	12361	-	-
336	C.R. & S. CONSTRUCTION CO., INC.	12409	-	-
337	CAPISTRANO BUSINESS PARK	10819	-	-
338	CENTERSQUARE MSA HOLDINGS, LLC	10191	-	-
339	CHRISTIAN CONSTRUCTION INC	11890	-	-
340	COBLENTZ PATCH DUFFY & BASS LLP	11457	-	-
341	COLUMBIA REALTY VENTURE, LLC	10437,10435	-	-
342	COMMONWEALTH EDISON COMPANY	10878	-	-
343	CONCENTRIX CVG CUSTOMER MANAGEMENT	11835	-	-
344	CONNECTICUT LIGHT & POWER COMPANY, THE	342,341,10719,10725	-	-
345	CONSUMERS ENERGY COMPANY	80410	-	-
346	CROSSPOINT CHRISTIAN REFORMEDCHURCH	11782	-	-
347	CWD 50 LOUIS, L.L.C.	11610	-	-
348	DELL FINANCIAL SERVICES L.L.C.	80163	-	-
349	DIRECT CONNECT TOWERS, LLC	11513	-	-
350	DIRECT ENERGY BUSINESS, LLC	11042	-	-
351	ELEMENT FLEET CORPORATION	11115	-	-
352	EQUINIX, INC	11999	-	-
353	EQUINIX, INC.	12407	-	-
354	FARLEY WHITE MANCHESTER, LLC	11716	-	-
355	FCC, BY ITS AGENT THE USAC	11279	-	-
356	FLORIDA POWER & LIGHT COMPANY (FPL)	12110,12134,11064,11136	-	-
357	GOLETA VALLEY PROFESSIONAL BLDS INC	10546,10544,11540	-	-
358	GOOGLE LLC	10346	-	-
359	GORDON REES SCULLY MANSUKHANI LLP	11825	-	-
360	GRACE BAPTIST CHURCH OF NEWHALL	11504	-	-
361	HH CORNER, LLC	12235	-	-
362	HIGH RISE REHABILITATION PHASE I LTD PARTNERSHIP	80280	-	-
363	HOLLYWOOD PLACE APARTMENTS LLC	10821	-	-
364	HORIZON MEDIA LLC	11364	-	-
365	HORIZON TOWERS LLC	11232	-	-
366	HORRY TELEPHONE COOPERATIVE, INC	10500,10503	-	-
367	HOUSING AUTHORITY OF THE CITY OF SEATTLE	80279	-	-
368	HP WEST HARLEM OWNER HOUSING DEVELO	11499	-	-
369	HYPHA BRANCH HOLDINGS, LLC	11879	-	-
370	INFOBIP VOICE, INC.	363	-	-
371	INFOSYS LIMITED	11688	-	-
372	KBG I ASSOCIATES, LLC	11313	-	-
373	[NAME ON FILE] - CLAIM #10512	10512	-	-
374	KSS INVESTMENTS LLC	10394	-	-
375	LANDMARK INFRASTRUCTURE ASSET OPCO & AFFILIATES	12189, 11608, 11848, 12082, 11703, 11981, 11629	-	-
376	LJ GATEWAY OFFICE LLC	12003	-	-
377	MARINER TOWER, LLC	11078, 11071	-	-
378	MARISA HOLDINGS LLC	12101	-	-
379	METRIC CLAIMS, LLC	12289, 12290, 12294, 12295, 12296, 12297, 12298, 12299, 12300, 12301, 12302, 12308, 12309, 12310, 12347, 12351, 12352, 12356, 12357, 12426, 12449, 12468, 10493.01	-	-
380	MIDPOINT TOWERS, LLC	11517	-	-
381	MORNINGSIDE NELSON APARTMENTS, LLC	11964	-	-
382	NEW YORK STATE DEPT OF TAXATION AND FINANCE	535	-	-
383	NORTH SHORE COMMUNITY BAPTIST	12100	-	-
384	OCTAGON SUN TOWERS, LLC	11532	-	-
385	ONTARIO CHRISTIAN SCHOOL ASSOCIATION	10822	-	-
386	PACIFICA TOWER LLC	12028	-	-
387	PECO ENERGY COMPANY	10643	-	-
388	PSEG LONG ISLAND	10660	-	-
389	REBECCA PROPERTIES LLC	12335	-	-
390	RICHMOND BEACH CONGREGATIONAL CHURCH	10766	-	-
391	RLJ II - MH DENVER S LESSEE, LLC	12240	-	-
392	S.C. TELECOMM. GRP. HOLDINGS, LLC	11596, 11672	-	-
393	SABINI PLAZA LLC	10706	-	-
394	[NAME ON FILE] - CLAIM #80192	80192	-	-
395	SEATTLE HIGH RISE LP	80281	-	-
396	SEATTLE HIGH RISE REHABILITATION PHASE I LP	80282	-	-
397	SEATTLE HIGH RISE REHABILITATION PHASE III LP	80284	-	-
398	SECOND CHURCH CHRIST, SCIENTIST	10981	-	-
399	SEIDNER PROPERTIES LP	265	-	-

Exhibit C: Quick Pay Schedule for FCC Trust-Eligible Claims in Class 2E				
#	Claimant	Claim No(s).	DISH Wireless Debtors' Estimate of Allowed Claim	Quick Pay Amount
400	SELECT GROUP US LLC, THE	10497	-	-
401	[NAME ON FILE] - CLAIM #10545	10545	-	-
402	SIMPLICITY TOWERS, LLC	11544	-	-
403	SM I MMS, L.L.C.	11767	-	-
404	SOUND VIEW WEST OWNERS' ASSOCIATION	10824	-	-
405	SRR TOWERS, LLC	11578	-	-
406	T-C 888 BRANNAN OWNER LLC	12141	-	-
407	TCMC I, LLC	11454	-	-
408	THE MANHATTAN PARK APARTMENTS LP	12353, 12355	-	-
409	TOWN OF ACUSHNET	510	-	-
410	TRUSTEES OF GRACE BAPTIST CHURCH	11511	-	-
411	TUSTIN MARKET PLACE I LLC	12029	-	-
412	UNITED OVERSEAS INVESTMENT LLC	10902	-	-
413	UNITED PROPERTIES CORP.	11736	-	-
414	VILLAGE OF ROYAL PALMS BEACH	12188	-	-
415	WHEELER TRIGG O DONNELL LLP	11263	-	-
416	WILKINSON BARKER KNAUER, LLP	10443	-	-

Exhibit B

Restructuring Support Agreement

RESTRUCTURING SUPPORT AGREEMENT

March 19, 2026

THIS RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES THAT WILL BE EFFECTUATED EITHER OUT OF COURT OR THROUGH FILING CHAPTER 11 CASES IN THE BANKRUPTCY COURT.

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AND SHALL NOT BE DEEMED TO BE AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE COMPANY PARTIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

THIS RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

This RESTRUCTURING SUPPORT AGREEMENT (as may amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, and including all exhibits (including, for the avoidance of doubt, the Term Sheet), annexes, and schedules hereto, this "**Agreement**"), is made and entered into as of the date first written above, by and among the

following parties (each of the following described in sub-clauses (i) through (iv) of this preamble, a "**Party**" and, collectively, the "**Parties**"):[1]

i. DISH DBS Corporation ("**DBS**"), each of its subsidiaries listed on **Exhibit A** to this Agreement, and such additional subsidiaries or affiliates of DBS that DBS identifies in connection with the Chapter 11 Election, in each case that shall have executed and delivered a counterpart signature page to this Agreement to Ad Hoc Group Counsel (collectively, the "**Company Parties**");[2]

ii. EchoStar Corporation ("**EchoStar**"), which, for the avoidance of doubt, is not a Company Party;

iii. DISH Network Corporation ("**DNC**"), which, for the avoidance of doubt, is not a Company Party;

iv. EchoStar Intercompany Receivable Company, L.L.C., DISH DBS Issuer, L.L.C., and DBS Intercompany Receivable L.L.C., (collectively, the "**Release Parties**"), each solely as to the commitments set forth in Sections 6.1(a)(x) and (xii) and 7.1(a)(xiv) of this Agreement, and none of which, for the avoidance of doubt, are Company Parties; and

v. the undersigned beneficial owners or holders of, or investment advisors, sub-advisors, or managers of funds or accounts that beneficially own or hold, DBS 2026 Secured Notes, DBS 2026 Unsecured Notes, DBS 2028 Secured Notes, DBS 2028 Unsecured Notes, or DBS 2029 Unsecured Notes, and DNC Notes (to the extent applicable solely with respect to the DNC Notes Commitments, the Transfer Provision, and the Consenting Creditor Representations) that have, in each case, executed and delivered counterpart signature pages to this Agreement or a Joinder or Transfer Agreement, as applicable, to Company Counsel and Ad Hoc Group Counsel (collectively, the "**Consenting Creditors**"); *provided*, *however*, that the Consenting Creditors include such owners and holders of DNC Notes only to the extent that such DNC Notes are owned or held by an investment vehicle that holds DBS Notes.[3]

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[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

[2] If the Company Parties make the Chapter 11 Election, each Company Party listed on Exhibit A and any additional subsidiary or affiliate of DBS that executes this Agreement on or after the date hereof shall be a debtor in the Chapter 11 Cases unless otherwise mutually agreed.

[3] For the avoidance of doubt, Consenting Creditors do not include any funds or accounts managed by or affiliated with the signatories hereto that do not beneficially own or hold DBS Notes.

RECITALS

WHEREAS, the Company Parties, EchoStar, DNC, the Release Parties, and the Consenting Creditors have in good faith and at arm's length negotiated or been apprised of certain transactions on the terms set forth in this Agreement, including as specified in the Refinancing Term Sheet agreed between the Consenting Creditors and the other Parties attached hereto as **Exhibit B** (collectively with all exhibits, annexes, and schedules thereto, the "**Term Sheet**" and, such transactions that are specifically described in the Term Sheet as Execution Date Transactions or Effective Date Transactions, the "**Transactions**");[4]

WHEREAS, the Transactions shall be implemented in the manner specified in this Agreement, either (a) out of court or (b) solely if necessary to effectuate any of the indenture amendments described in the Effective Date Transactions section of the Term Sheet in a manner that is binding as to all holders of the DBS 2028 Secured Notes, DBS 2026 Secured Notes, and DBS 2026 Unsecured Notes, through voluntary cases commenced under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the "**Chapter 11 Cases**"); and

WHEREAS, the Parties have agreed to take certain actions in support of the Transactions on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound by this Agreement, agrees as follows:

AGREEMENT

Section 1. ***Definitions and Interpretation.***

1.1 Definitions. The following terms shall have the following definitions:

"**Ad Hoc Group Counsel**" means Milbank LLP as counsel to the Ad Hoc Group.

"**Ad Hoc Group Professional Fees**" has the meaning set forth in Section 11.

"**Agreement**" has the meaning set forth in the preamble hereof.

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[4] For the avoidance of doubt and notwithstanding anything to the contrary in the Term Sheet, the definitions of Execution Date Transactions, Effective Date Transactions, and Transactions do not include any AT&T Transaction or SpaceX Transaction, any Permitted Asset Sale, any DirectTV business combination (whether by merger, acquisition, or other transaction), or any other transaction that is not specified in the Term Sheet as an Execution Date Transaction or Effective Date Transaction or that is not necessary to consummate an Execution Date Transaction or Effective Date Transaction or otherwise expressly agreed in writing by the Company Parties and the Initial Consenting Creditors to be a Transaction; *provided* that, for the avoidance of doubt, this Agreement does not alter the provisions of the Term Sheet that relate to a potential DirectTV business combination.

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 3 of this Agreement have been satisfied or waived in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date (or the date a Party executes a Joinder or Transfer Agreement, if applicable) to the Termination Date as to such Party.

"**Alternative Restructuring Proposal**" means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more Company Parties, or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Transactions.

"**Asset Sale**" has the meaning set forth in each indenture pursuant to which each series of DBS Notes was issued.

"**AT&T Closing Date**" has the meaning set forth in the Term Sheet.

"**AT&T Transactions**" means the transactions contemplated by the License Purchase Agreement dated as of August 25, 2025 by and among EchoStar, the other "Seller Parties" set forth therein, and AT&T Mobility II LLC.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Texas or such other United States Bankruptcy Court where the Company Parties determine, in consultation with the Consenting Creditors, that venue is proper under applicable law.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, and are in fact closed in, the state of New York.

"**Chapter 11 Cases**" has the meaning set forth in the preamble of this Agreement.

"**Chapter 11 Election**" has the meaning set forth in the Term Sheet.

"**Claim**" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"**Claim Settlement Amount**" has the meaning set forth in the Term Sheet.

"**Company Claims**" means any Claim against any Company Party (a) with respect to the DBS Notes or (b) expressly granted to the holder of DBS Notes pursuant to the Term Sheet as consideration related to the Execution Date Transactions. For the avoidance of doubt, Company Claims shall not include any other debt of any Company Party.

"**Company Counsel**" means White & Case LLP.

"**Company Parties**" has the meaning set forth in the preamble of this Agreement, all of which shall be debtors in the Chapter 11 Cases; *provided*, that to the extent any additional party becomes a debtor in the Chapter 11 Cases, that party shall execute a joinder agreement and become party to this Agreement as a Company Party in all respects and in the same capacity as all other Company Parties.

"**Confidentiality Agreement**" means an executed confidentiality agreement, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information, in connection with any proposed Transactions between the Company Parties and/or their affiliates, on the one hand, and any Consenting Creditor, on the other.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan under, among other statutes, section 1129 of the Bankruptcy Code, which order shall be consistent with this Agreement and otherwise in form and substance reasonably acceptable to the Company Parties and the Required Consenting Creditors.

"**Consenting Creditor Related Fund**" means, with respect to a Consenting Creditor, any fund, account or investment vehicle managed, advised or sub-advised by (i) such Consenting Creditor, (ii) any of its affiliates or (iii) the same investment manager, advisor or subadvisor that manages, advises or sub-advises such Consenting Creditor or an affiliate of such investment manager, advisor or subadvisor.

"**Consenting Creditor Representations**" means the representations set forth in Section 9.2.

"**Consenting Creditors**" has the meaning set forth in the preamble of this Agreement.

"**Co-Op Agreement**" means that certain Cooperation Agreement, dated as of October 1, 2024, and amended as of October 30, 2024, by and among certain holders of Company Claims party thereto.

"**DBS**" has the meaning set forth in the preamble of this Agreement.

"**DBS 2026 Secured Notes**" means the 5.25% Senior Secured Notes due 2026 issued under that certain Secured Indenture, dated as of November 26, 2021, by and among DBS, the guarantors party thereto and U.S. Bank National Association, as trustee and collateral agent.

"**DBS 2026 Unsecured Notes**" means the 7.75% Senior Notes due 2026 issued under that certain Indenture, dated as of June 13, 2016, by and among DBS, the guarantors party thereto and U.S. Bank National Association, as trustee.

"**DBS 2028 Secured Notes**" means the 5.75% Senior Secured Notes due 2028 issued under that certain Secured Indenture, dated as of November 26, 2021, by and among DBS, the guarantors party thereto and U.S. Bank National Association, as trustee and collateral agent.

"**DBS 2028 Unsecured Notes**" means the 7.375% Senior Notes due 2028 issued under that certain Indenture, dated as of July 1, 2020, by and among DBS, the guarantors party thereto and U.S. Bank National Association, as trustee.

"**DBS 2029 Unsecured Notes**" means the 5.125% Senior Notes due 2029 issued under that certain Indenture, dated as of May 24, 2021, by and among DBS, the guarantors party thereto and U.S. Bank National Association, as trustee.

"**DBS Company Parties**" means the Company Parties that are obligors under the DBS Notes as of the Agreement Effective Date prior to the consummation of any Transactions.

"**DBS Notes**" means, collectively, the DBS 2026 Secured Notes, the DBS 2026 Unsecured Notes, the DBS 2028 Secured Notes, the DBS 2028 Unsecured Notes, and the DBS 2029 Unsecured Notes.

"**DBS Notes Exchange**" means any exchange of certain of the DBS Note for Exchange Notes, on the terms and subject to the conditions set forth in an Exchange Offer Memorandum and Consent Solicitation Statement.

"**Debt Document**" means (a) the indentures governing the Existing Notes; and (b) any other definitive documentation in respect of any such indentures, in each case together with all other guarantees, collateral and security documents, agreements, exhibits, schedules, notes, promissory notes, financing statements, assignments, indemnities, closing statements, certificates, affidavits, stock powers, letters of credit, consents, instruments, or documents of any kind or nature whatsoever relating thereto (and in each case as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

"**Definitive Documents**" has the meaning set forth in Section 5(a) of this Agreement.

"**Disclosure Statement**" means the related disclosure statement with respect to the Plan, which shall be consistent with this Agreement and otherwise in form and substance reasonably acceptable to the Required Consenting Creditors.

"**Dismissal Stipulation**" means a stipulation to be filed with the District Court, substantially in the form attached hereto as **Exhibit E**, seeking voluntary dismissal of the Lawsuit with prejudice.

"**District Court**" means the United States District Court for the Southern District of New York.

"**DNC**" has the meaning set forth in the preamble of this Agreement.

"**DNC Notes**" means the 11.75% Senior Secured Notes due 2027 issued under that certain Secured Indenture, dated as of November 15, 2022, by and among DNC, the guarantors party thereto, and U.S. Bank National Association, as trustee and collateral agent.

"**DNC Notes Claims**" means any Claim with respect to the DNC Notes against DNC or any guarantors party thereto.

"**DNC Notes Commitments**" means the affirmative and negative commitments of the Consenting Creditors with respect to their DNC Notes Claims, if any, solely as set forth in Sections 6.1(a)(vii) and 6.1(b)(v).

"**EchoStar**" has the meaning set forth in the preamble of this Agreement.

"**EchoStar Guaranty**" means the payment obligation of EchoStar, and/or any of its successors or assigns, following the Agreement Effective Date specified in the Term Sheet under the sub-heading "Claim Settlement Amount," which is subject to the conditions set forth in Section 10.5 herein.

"**Effective Date Transactions**" means the Transactions set forth in the Term Sheet under the heading "Effective Date Transactions."

"**Election Date**" has the meaning set forth in the Term Sheet.

"**Entity**" has the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Exchange Commencement Date**" has the meaning set forth in Section 4(d) of this Agreement.

"**Exchange Notes**" means the new notes issued under an Exchange Notes Indenture pursuant to the Exchange Transactions.

"**Exchange Notes Indentures**" means, collectively, the indentures governing the applicable series of Exchange Notes, which indentures shall be consistent in all material respects with this Agreement and the Term Sheet.

"**Exchange Offer Memorandum and Consent Solicitation Statement**" means an exchange offer memorandum and consent solicitation statement, the terms and conditions of which are consistent with the terms and conditions set forth in the Term Sheet.

"**Exchange Transaction**" means a DBS Notes Exchange, on the terms and subject to the conditions set forth in the Exchange Offer Memorandum and Consent Solicitation Statement.

"**Execution Date**" has the meaning set forth in the Term Sheet.

"**Execution Date Transactions**" means the Transactions set forth in the Term Sheet under the heading "Execution Date Transactions."

"**Existing Notes**" means the DBS Notes prior to the Agreement Effective Date.

"**Fiduciary Out**" has the meaning set forth in Section 7.3(a) of this Agreement.

"**Fiduciary Out Notice**" has the meaning set forth in Section 7.3(a) of this Agreement.

"**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal

that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

"**First Day Pleadings**" means the first-day pleadings that the Company Parties determine are necessary or desirable to file upon the commencement of the Chapter 11 Cases, which shall be consistent with this Agreement and otherwise in form and substance reasonably acceptable to the Required Consenting Creditors.

"**Governmental Approval**" means the approval of, including the submission of required prior notice with, relevant federal, state, local, foreign or other Governmental Authority having jurisdiction over the Company Parties required to effectuate the Transactions.

"**Governmental Authority**" means any non-U.S. or U.S. federal, state, local or subdivision thereof, or legislative, judicial, executive, administrative or regulatory body or other governmental or quasi-governmental Entity with competent jurisdiction.

"**Holdings Confirmation**" means a confirmation delivered by each Consenting Creditor (or by Ad Hoc Group Counsel on behalf of any Consenting Creditor) to Company Counsel, contemporaneously with each Consenting Creditor's signature page to this Agreement, substantially in the form of Annex 1 to such Consenting Creditor's signature page (or with each Consenting Creditor's signature page to a Joinder or Transfer Agreement, as applicable, in the case of any Consenting Creditor that becomes a party hereto after the Agreement Effective Date), disclosing each series of DBS Notes and DNC Notes (if applicable) then beneficially owned or held by such Consenting Creditor (including in such Consenting Creditor's capacity as an investment advisor, sub-advisor, or manager of discretionary accounts that beneficially own or hold any applicable series of DBS Notes or DNC Notes (if applicable); *provided*, that, unless required to be disclosed by applicable Law, under no circumstance shall such Holdings Confirmation, the identity of the holder(s), or the amount of holdings be (a) disclosed publicly or to any other party by the Company Parties, EchoStar, or DNC (in each case solely for the purpose of confirming holdings) or (b) used in any litigation, or (c) for any other purpose.

"**Indenture Consenting Creditors**" means, at the time of determination, the Consenting Creditors that hold at least 66.67% of the aggregate outstanding principal amount held by all Initial Consenting Creditors of, as applicable, the DBS 2026 Secured Notes, the DBS 2026 Unsecured Notes, the DBS 2028 Secured Notes, the DBS 2028 Unsecured Notes, and the DBS 2029 Unsecured Notes.

"**Initial Consenting Creditors**" means the beneficial owners or holders of, or investment advisors, sub-advisors, or managers of funds or accounts that beneficially own or hold, DBS 2026 Secured Notes, DBS 2026 Unsecured Notes, DBS 2028 Secured Notes, DBS 2028 Unsecured Notes, or DBS 2029 Unsecured Notes that have, in each case, executed and delivered counterpart signature pages to this Agreement on or prior to the Agreement Effective Date.

"**Intercompany Transactions**" means the Effective Date Transactions specified in the Term Sheet under the sub-heading "Payment of Certain Intercompany Loans."

"**Indebtedness**" has the meaning set forth in each indenture pursuant to which each series of DBS Notes was issued.

"**Investment**" has the meaning set forth in each indenture pursuant to which each series of DBS Notes was issued.

"**Joinder**" means a joinder to this Agreement, substantially in the form attached hereto as **Exhibit C**; *provided*, that, unless required to be disclosed by applicable Law, under no circumstance shall any Joinder, the identity of the holder(s), or the amount of holdings be (a) disclosed publicly or to any other party by the Company Parties, EchoStar, or DNC or (b) used in any litigation, or (c) for any other purpose.

"**Law**" means any federal, state, local, or European Union law instruments (including directives and regulations), or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a Governmental Authority (including the Bankruptcy Court).

"**Lawsuit**" has the meaning set forth in the Term Sheet.

"**Milestones**" has the meaning set forth in Section 4 of this Agreement.

"**New Notes Indentures**" means, collectively, the supplemental or amended indentures governing each series of DBS Notes (together with all ancillary documentation contemplated thereunder, including any and all documents or agreements necessary to effectuate the entry thereof), in each case consistent with this Agreement and otherwise in form and substance reasonably acceptable to the Company Parties that are required to be signatories thereto, the Required Consenting Creditors, and the Indenture Consenting Creditors for such series of DBS Notes.

"**Other DNC Noteholders**" means holders of DNC Notes that are not Consenting Creditors.

"**Parties**" has the meaning set forth in the preamble of this Agreement.

"**Permitted Asset Sale**" means a sale for fair market value of personal or other property of a Company Party that such Company Party determines, in its good faith judgment, is no longer used or useful in the business of such Company Party.

"**Permitted Transferee**" has the meaning set forth in Section 8.1 of this Agreement.

"**Person**" has the meaning set forth in section 101(41) of the Bankruptcy Code.

"**Petition Date**" means the first date any of the Company Parties commences a Chapter 11 Case.

"**Plan**" means the chapter 11 plan(s) for the Company Parties, as may be amended, modified, or supplemented from time to time in accordance with the terms of this Agreement, which shall be consistent with this Agreement and otherwise in form and substance reasonably acceptable to the Company Parties and the Required Consenting Creditors.

"**Plan Effective Date**" means the occurrence of the effective date of the Plan according to its terms and this Agreement; *provided*, *that*, among other things, the consummation of each Execution Date Transaction and Effective Date Transaction shall be a condition precedent to the Plan Effective Date that cannot be waived or modified without the consent of the Required Consenting Creditors.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Company Parties with the Bankruptcy Court, which shall be in form and substance consistent with this Agreement and otherwise in form and substance reasonably acceptable to the Required Consenting Creditors.

"**Qualified Marketmaker**" means a Person or Entity that: (a) holds itself out to the public or the applicable market as standing ready in the ordinary course of its business to purchase from customers and sell to customers Company Claims (or enter with customers into long and short positions in Company Claims), in its capacity as a dealer or market maker in Company Claims; and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Release Parties**" has the meaning set forth in the preamble of this Agreement.

"**Required Consenting Creditors**" means, at the time of determination, the Consenting Creditors that hold at least 66.67% of the aggregate outstanding principal amount of DBS Notes held by all Initial Consenting Creditors.

"**Restricted Payment**" has the meaning set forth in each indenture pursuant to which each series of DBS Notes was issued.

"**Rules**" means Rule 501(a)(1), (2), (3), and (7) under the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended, 15 U.S.C. 77a et seq., and the rules and regulations promulgated thereunder.

"**Solicitation**" means the solicitation of votes in favor of the Plan.

"**Solicitation Commencement Deadline**" has the meaning ascribed to such term in Section 4(a).

"**Solicitation Materials**" means all solicitation materials in respect of the Plan together with the Disclosure Statement, which solicitation materials shall be in accordance with this Agreement, the Term Sheet, and the Definitive Documents and shall be in form and substance consistent with this Agreement and otherwise in form and substance reasonably acceptable to the Company Parties and the Required Consenting Creditors.

"**SpaceX Transactions**" means the transactions announced on September 8, 2025 and November 6, 2025, between EchoStar and certain of the Company Parties' affiliates, on the one hand, and Space Exploration Technologies Corp., on the other hand.

"**Supporting Noteholders**" has the meaning set forth in the Term Sheet.

"**Term Sheet**" has the meaning set forth in the recitals; a copy of the Term Sheet is attached hereto as **Exhibit B**.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Section 10.

"**Transactions**" has the meaning set forth in the recitals.

"**Transfer**" means a Consenting Creditor directly or indirectly selling, assigning, granting a participation interest in or otherwise transferring any right, title or interest in respect of any of its Company Claims, in whole or in part; *provided*, *however* that any ordinary course pledge (i) in favor of a bank or broker dealer at which a Consenting Creditor maintains an account, where such bank or broker dealer holds a security interest in or other encumbrance with respect to property in the account or (ii) to any holders of obligations owed, or securities issued, by such Consenting Creditor, including to any trustee for, or any other representative of, such holders shall not be deemed a "Transfer" for any purposes hereunder.

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit D**; *provided*, that unless required to be disclosed by applicable Law, under no circumstance shall any Transfer Agreement, the identity of the holder(s), or the amount of holdings be (a) disclosed publicly or to any other party by the Company Parties, EchoStar, or DNC or (b) used in any litigation, or (c) for any other purpose.

"**Transfer Provisions**" means the provisions of Section 8.

"**Trustee**" means the indenture trustee for any applicable series of DBS Notes.

1.2 Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference in this Agreement to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference in this Agreement to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time in accordance with this Agreement; *provided*, *however*, that any capitalized terms in this Agreement that are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date of this Agreement;

(e) unless otherwise specified, all references in this Agreement to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of "include" or "including" is without limitation, whether stated or not;

(j) the use of "writing," "written" and comparable terms refer to printing, typing, and other means of reproducing words (including electronic media) in a visible form; and

(k) references to actions taken by any Party in the Chapter 11 Cases are references to such actions if the Company Parties timely make the Chapter 11 Election and commence the Chapter 11 Cases.

Section 2. ***Exhibits Incorporated by Reference; Conflicts.*** Each of the exhibits attached hereto, including the Term Sheet, is expressly incorporated herein and made part of this Agreement, and all references to this Agreement, unless otherwise specified, shall include such exhibits, including the Term Sheet; *provided*, *however*, that (a) to the extent that there is a conflict between this Agreement (excluding the Term Sheet) on the one hand, and the Term Sheet on the other hand, the terms and provisions of the Term Sheet shall govern other than as expressly provided herein and (b) to the extent that there is a conflict between this Agreement, on the one hand, and any of the Definitive Documents, on the other hand, the terms of the Definitive Documents shall govern; *provided further*, *however*, that no such conflict or purported conflict shall in any way impact the Company Parties' rights pursuant to Section 7.3 to take or refrain from

taking any action that would be inconsistent with its or their fiduciary obligations under applicable Law.

Section 3. ***Conditions to Effectiveness.*** This Agreement, and the rights and obligations of the Parties hereunder, shall become effective and binding upon each of the Parties on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) the following shall have executed and delivered counterpart signature pages of this Agreement to Company Counsel and Ad Hoc Group Counsel in the manner set forth in Section 14.7:[5]

(i) each Company Party, EchoStar and DNC; and

(ii) with respect to the DBS 2026 Secured Notes, the DBS 2026 Unsecured Notes, the DBS 2028 Secured Notes, the DBS 2028 Unsecured Notes, and the DBS 2029 Unsecured Notes, Initial Consenting Creditors that constitute at least 66.67% of the aggregate outstanding principal amount of each such series of DBS Notes.

(b) Company Counsel shall provide written notice to Ad Hoc Group Counsel in the manner set forth in Section 14.11 that the conditions to the Agreement Effective Date set forth in Section 3(a) have occurred, which notice, for the avoidance of doubt, is not a condition to the occurrence of the Agreement Effective Date.

Section 4. ***Milestones.*** Notwithstanding anything to the contrary in the Term Sheet, the following milestones (the "**Milestones**") shall apply to this Agreement unless extended, modified or waived in writing by the Required Consenting Creditors:

(a) no later than three (3) Business Days after the Agreement Effective Date, the Company Parties, EchoStar and DNC shall have satisfied their obligations with respect to each Execution Date Transaction as set forth in the Term Sheet, including by satisfying in full, in cash, DBS's payment of its portion of the Claim Settlement Amount to the Supporting Noteholders in the amount of $75,000,000, by wire transfer of immediately available funds to the account(s) designated by the Required Consenting Creditors;

(b) on or as soon reasonably practicable following the AT&T Closing Date, and no later than three (3) Business Days after the AT&T Closing Date, the Intercompany Transactions shall have occurred as set forth in the Term Sheet; *provided* that if payment of the 2021 Intercompany Loan – Tranche B (as defined in the Term Sheet) as set forth in the Intercompany Transactions has not been made by December 1, 2026, it will be made on such date;

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[5] Unless required to be disclosed by applicable Law, under no circumstance shall any Consenting Creditor signature pages, the identity of the holder(s), or the amount of holdings be disclosed publicly or to any other party, or used in any litigation or for any purpose other than to confirm that the requirements contained in Section 3 are satisfied.

(c) no later than the Election Date, the Company Parties shall have notified Ad Hoc Group Counsel in writing of whether they are making the Chapter 11 Election; *provided* that the Election Date may be extended in accordance with the section of the Term Sheet entitled "Company Party Election";

(d) if the Company Parties do not make the Chapter 11 Election on or before the Election Date:

(i) no later than 11:59 p.m. (prevailing Eastern Time) on the earlier of (x) the date that the Company Parties have notified Ad Hoc Group Counsel that they are not making the Chapter 11 Election and (y) the Election Date, the Company Parties shall have commenced the Exchange Transaction (the "**Exchange Commencement Date**");

(ii) no later than 11:59 p.m. (prevailing Eastern Time) on the date that is twenty (20) days after the Exchange Commencement Date, the proposed amendments set forth in the Exchange Notes Indentures shall have been deemed effective and the Effective Date (as defined in the Term Sheet) shall have occurred; and

(iii) on or prior to the Effective Date, an Exchange Transaction with participation from 98% of the holders of each series of the Existing Notes shall have settled pursuant to the terms and conditions of an Exchange Offer Memorandum and Consent Solicitation Statement.

(e) if the Company Parties make the Chapter 11 Election on or before the Election Date, then:

(i) within one Business Day after making the Chapter 11 Election, the Company Parties shall have commenced solicitation of votes in favor of the Plan (the "**Solicitation Commencement Deadline**");

(ii) no later than the date that is one (1) Business Day after the Solicitation Commencement Deadline, the Petition Date shall have occurred;

(iii) on the Petition Date, the Company Parties shall have filed the Plan and Disclosure Statement with the Bankruptcy Court;

(iv) no later than the date that is 120 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and

(v) no later than ten (10) Business Days after entry of the Confirmation Order, the Plan Effective Date shall have occurred, and, for the avoidance of doubt, each Execution Date Transaction and Effective Date Transaction shall have occurred as set forth in the Term Sheet.

Section 5. ***Definitive Documents*.**

(a) The Definitive Documents governing the Transactions and any amendments, supplements, or other modifications thereto shall each be in all respects consistent with this Agreement and in form and substance reasonably acceptable to the Company Parties that are required to be signatories thereto and the Required Consenting Creditors; *provided* that, with respect to any Exchange Notes Indentures or New Notes Indentures applicable to a series of DBS Notes or any other material, documents, opinions, instruments, schedules or exhibits described in, related to, contemplated in, or reasonably necessary to implement such Exchange Notes Indentures or New Notes Indentures, the form and substance of such Exchange Notes Indentures, New Notes Indentures or other related documents shall also be in form and substance reasonably acceptable to the Indenture Consenting Creditors for such series of DBS Notes.

The "**Definitive Documents**" consist of the following:

(i) if the Transactions are implemented through the Chapter 11 Cases:

(A) the Plan;

(B) the Confirmation Order;

(C) the Disclosure Statement;

(D) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials;

(E) the First Day Pleadings and all orders requested pursuant thereto;

(F) the Plan Supplement;

(G) the New Notes Indentures;

(ii) if the Transactions are not implemented through the Chapter 11 Cases:

(A) the Exchange Offer Memorandums and Consent Solicitation Statements;

(B) the proposed amendments set forth in the Exchange Notes Indentures and any ancillary documentation, including any and all documents or agreements necessary to effectuate the entry thereof;

(C) the Exchange Notes Indentures and ancillary documentation, including any and all documents or agreements necessary to effectuate the entry thereof; and

(iii) any other material, documents, opinions, instruments, schedules or exhibits described in, related to, contemplated in, or reasonably necessary to implement the foregoing.

(b) The Definitive Documents not executed or in a form attached to this Agreement as of the Agreement Effective Date remain subject to negotiation and completion in accordance with this Section 5. The Definitive Documents and every other document, agreement, deed, filing (including any filings with the SEC), notification, letter, opinion, instrument, form, amendment, waiver, consent and other documentation related to the Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, restated, or supplemented in accordance with Section 13 of this Agreement and otherwise be subject to the consent requirements set forth in Section 5(a). Further, the Definitive Documents not executed or in a form attached to this Agreement as of the Agreement Effective Date shall otherwise be subject to the consent requirements set forth in Section 5(a).

Section 6. ***Commitments of the Consenting Creditors.***

6.1 General Commitments.

(a) Affirmative Commitments of the Consenting Creditors. During the Agreement Effective Period (or at such other time specified below), each Consenting Creditor agrees, severally and not jointly, in respect of all of its Company Claims (and, solely with respect to the DNC Notes Commitment in Section 6.1(a)(vii), in respect of all of its DNC Notes Claims), to:

(i) use commercially reasonable and good faith efforts to (A) pursue, support, implement, and consummate the Transactions in accordance with the terms and conditions set forth in this Agreement, including by voting and exercising any powers or rights available to it in favor of any matter requiring approval to the extent necessary to implement the Transactions, (B) provide information as may be reasonably requested by the Company Parties and necessary to obtain any necessary regulatory approvals to consummate the Transactions, and (C) authorize and consent (such authorization and consent to be evidenced solely by such Consenting Creditors' execution of this Agreement) to the commencement of the Chapter 11 Cases by the Company Parties in respect of the DBS Notes beneficially owned or held by any subset of the Consenting Creditors; *provided*, *however*, that no Consenting Creditor shall be obligated to waive (to the extent waivable by such Consenting Creditor) any condition to the consummation of any Transaction;

(ii) use commercially reasonable efforts to cooperate with the Company Parties as may be reasonably requested by the Company Parties to obtain any and all required Governmental Approvals reasonably necessary to implement and/or consummate the Transactions; *provided* that any agreements with or commitments to any Governmental Authority with respect to the Transactions, including any decision to accept and/or not to oppose any proposed material conditions or limitations on any such required Governmental Approvals, shall require the prior approval of the Required Consenting Creditors;

(iii) use commercially reasonable efforts to cooperate with the Company Parties, as may be reasonably requested by the Company Parties, in obtaining additional support for the Transactions from the Company Parties' other stakeholders that is necessary to

consummate the Transactions; *provided* that no Consenting Creditor shall be required to provide an indemnity or incur any potential expense or liability in connection therewith; *provided further* that, notwithstanding anything to the contrary in this Agreement, obtaining any consent, waiver, forbearance, or similar assurance or agreement from Other DNC Noteholders is neither necessary nor reasonably necessary to consummate the Transactions, and the Consenting Creditors have no obligations with respect thereto;

(iv) use commercially reasonable efforts to give any notice, order, instruction, or direction to any applicable agent reasonably necessary to give effect to the Transactions (including, for the avoidance of doubt, any notice, order, instruction, or direction required in connection with the execution and delivery of the Definitive Documents), on the terms and subject to the conditions of this Agreement; *provided* that no Consenting Creditor shall be required to provide an indemnity or incur any potential expense or liability in connection therewith;

(v) negotiate in good faith and use commercially reasonable efforts to finalize, execute and deliver the Definitive Documents to which it is required to be a party or to which it has a consent right pursuant to Section 5(b);

(vi) use commercially reasonable efforts to negotiate in good faith any appropriate additional or alternative provisions or agreement reasonably necessary to address any legal, financial, or structural impediment that arises or is likely to arise that would prevent, hinder, impede, delay or are reasonably necessary to effectuate the consummation of the Transactions, as reasonably determined by both the Company Parties and the Required Consenting Creditors, in accordance with this Agreement (without affecting the economic outcome for the Consenting Creditors or other material term contemplated by this Agreement);

(vii) (A) forbear from exercising any remedies with respect to any actual or purported acceleration, breach, default, or event of default by any Company Party under the DBS Notes that shall or may arise solely as a result of the commencement of any Chapter 11 Cases or any of the steps, actions or Transactions required by, specified or contemplated in and/or implemented by or undertaken pursuant to this Agreement, and (B) waive, forbear, or rescind in connection with acceleration or purported acceleration of the DNC Notes related to the Transactions;

(viii) use commercially reasonable efforts to cooperate with the Company Parties in opposing the efforts of any Person or Entity to object to, delay, impede or take any other action to interfere with approval, confirmation, acceptance, implementation or consummation of the Transactions;

(ix) consistent with Section 14.10, ensure that any of its respective successors, assigns, heirs, executors, administrators and representatives are informed of the existence of this Agreement and its binding effect on such successors, assigns, heirs, executors, administrators and representatives;

(x) cause the Lawsuit to be dismissed with prejudice on or as soon as reasonably practicable after the date on which the Company Parties, EchoStar, DNC, and the Release Parties shall have satisfied their obligations under this Agreement with respect to each other Execution Date Transaction and provided any necessary signatures to the Dismissal Stipulation; *provided* that the filing of the Dismissal Stipulation, substantially in the form attached hereto as **Exhibit E**, within two (2) Business Days of such date shall, regardless of any delay by the District Court in entering the dismissal, be deemed to satisfy such obligation;

(xi) on the Agreement Effective Date, hereby consent to the execution and delivery of each of the supplemental indentures (to the extent such Consenting Creditor is a holder of related DBS Notes under such applicable supplemental indenture), substantially in the form attached hereto as **Exhibit F**, by each of the appliable Company Parties and the Trustees and, as applicable, Collateral Agent, expressly identified therein; and, in furtherance of the foregoing and notwithstanding Section 14.19 hereof, each such Trustee and Collateral Agent shall be entitled to rely upon such consents and each Consenting Creditor's representations and warranties set forth in Section 9 with respect its right, title, interests, powers and authority with respect to its beneficial ownership of and/or power to vote the applicable DBS Notes and if applicable, to deliver this Agreement on behalf of and to bind the beneficial owner of such DBS Notes (in the amounts set forth on its certificate of beneficial ownership to be provided on the Agreement Effective Date) and the right, power and authority to execute this Agreement and deliver the forgoing Consents in such capacity, which consents shall remain valid and effective until revoked in a written notice to the applicable Trustee and applicable Collateral Agent in accordance with the terms of the applicable indenture related to the DBS Notes.

(xii) hereby grant, on the Agreement Effective Date, the following releases, which releases shall not become effective until the occurrence of the Effective Date (upon which date the releases shall become effective without any further notice to or action by any person):

> From and after the Effective Date (as defined in the Term Sheet), each of the Consenting Creditors to the maximum extent permitted under applicable law, as such law may be extended subsequent to the Effective Date, shall expressly, conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release each of the Company Parties, EchoStar, DNC, the Release Parties, and their respective property and successors and assigns, of and from any and all claims, rights, suits, damages, causes of action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing as of the Effective Date or thereafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of laws, or otherwise, including, without limitation, causes of action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise, that any Consenting Creditor would have been legally entitled to assert (whether individually or collectively) against any Company Party, EchoStar, DNC, or Release Party, in each

case based on, relating to, or in any manner arising from, in whole or in part, any act taken or omitted to be taken on or prior to the Execution Date.

(b) Negative Commitments of the Consenting Creditors. During the Agreement Effective Period, each Consenting Creditor agrees, severally and not jointly, in respect of all of its Company Claims (and, solely with respect to the DNC Notes Commitment in Section 6.1(b)(v), in respect of all of its DNC Notes Claims), that it shall not, directly or indirectly, and shall not direct any Person or Entity, including the Trustee under any indenture for any series of DBS Notes, to:

(i) take, or direct any Person or Entity to take, the following actions: (A) object to, delay, impede, condition or take any other action to interfere with approval, confirmation, acceptance, implementation or consummation of the Transactions or of any AT&T Transaction or SpaceX Transaction; *provided*, that nothing in the foregoing shall be construed to limit any Consenting Creditor's ability to exercise its consent or termination rights provided herein; (B) seek, solicit, encourage, propose, file, support, consent to, vote for, or enter into or participate in any discussions, agreements, understandings, or other arrangements with any Person or Entity regarding, or otherwise pursue or consummate, any Alternative Restructuring Proposal; and (C) file with any court any motion, pleading, or other document (including any modifications or amendments thereof) that, in whole or in part, is not consistent, in all material respects, with this Agreement or the Transactions;

(ii) take, or direct the applicable Trustee to take, any action to enforce or exercise any right or remedy for the enforcement, collection, or recovery of any of the Company Claims, including rights or remedies arising or asserting or bringing any claims, that is inconsistent with the terms of this Agreement; *provided* that nothing in this Agreement shall prevent any Consenting Creditor or Trustee from filing a proof of claim in the Chapter 11 Cases with respect to its respective Company Claims;

(iii) enter into a new cooperation agreement or similar agreement or arrangement with any other holder of the Company Claims (excluding, for the avoidance of doubt, (i) the Co-Op Agreement, (ii) any extension of the term of the Co-Op Agreement, or (iii) any amendment of the Co-Op Agreement that is not inconsistent, in any material respect, with this Agreement or the Transactions) that (A) is inconsistent with the terms of this Agreement, (B) relates to the holding, voting or disposition of Company Claims or any entitlements to distributions, sharing of recoveries, or opportunities to participate in future transactions in relation to Company Claims, and (C) is entered into in such Consenting Creditor's capacity as a holder of Company Claims; *provided*, *that*, for the avoidance of doubt, this Section 6.1(b)(iii) shall not prohibit or limit in any way any Consenting Creditor's right to enter into a new cooperation agreement or similar agreement that (A) relates to the holding, voting or disposition of any claims that are not Company Claims, or any entitlement to distributions, sharing of recoveries, or opportunities to participate in future transactions in relation to claims that are not Company Claims, or (B) is entered into in such Consenting Creditor's capacity as a holder of claims that are not Company Claims;

(iv) take any action that would reasonably be expected to frustrate, interfere with, condition, delay, or impede any Transaction;

(v) assert, or knowingly encourage or knowingly facilitate any Person or Entity in asserting, that any action taken by the Company Parties to pursue, support, implement, or consummate the Transactions in accordance with the terms and conditions set forth in this Agreement has or will have accelerated the DNC Notes;

(vi) announce publicly its intention not to support the Transactions;

(vii) initiate, or direct to be initiated on its behalf, any litigation or proceeding of any kind with respect to this Agreement, the Transactions, or, to the extent applicable, the Chapter 11 Cases, against any Company Party, EchoStar, DNC, or Release Party that is inconsistent with the terms of this Agreement (other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement);

(viii) knowingly encourage any Person or Entity or knowingly facilitate any effort by any Person or Entity to do any of the foregoing; or

(ix) withdraw, revoke, or otherwise interfere with the entry of the Dismissal Stipulation.

6.2 Commitments of the Consenting Creditors with Respect to Chapter 11 Cases.

(a) Affirmative Commitments of the Consenting Creditors. Each Consenting Creditor agrees, severally and not jointly, that it shall, during the Agreement Effective Period, whether before or after the commencement of the Chapter 11 Cases:

(i) timely vote each of its Company Claims it is entitled to vote to accept the Plan by timely delivering its duly executed and completed ballot(s) accepting the Plan following the date of the Solicitation and its actual receipt of the Solicitation Materials and the ballot;

(ii) (A) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan (and consistent with this Agreement), elect not to opt out of such releases and (B) to the extent it is permitted to elect whether to opt in to the releases set forth in the Plan (and consistent with this Agreement), elect to opt in to such releases (without delay or condition), in each case by delivering its duly executed and completed ballot(s) indicating such election prior to the deadline for such delivery;

(iii) use commercially reasonable efforts to support the DBS Company Parties in obtaining entry of orders granting the relief requested by the First Day Pleadings or the entry of orders that are otherwise necessary to implement the Transactions and consistent with this Agreement, including approval of the Disclosure Statement, Solicitation of the Plan, confirmation and consummation of the Plan, and entry of the Confirmation Order, in each case with respect to the DBS Company Parties; and

(iv) except as set forth herein, not change or withdraw, amend, condition, or revoke (or cause to be changed, withdrawn, amended, conditioned or revoked) any vote or election referred to in clause (i) or (ii) above; *provided*, *however*, that nothing in this Agreement shall prevent any Consenting Creditor from withholding, amending, conditioning, or revoking (or causing the same) its timely consent or vote with respect to the Plan if this Agreement has been terminated in accordance with its terms with respect to such Consenting Creditor.

(b) Negative Commitments of the Consenting Creditors. Each Consenting Creditor agrees, severally and not jointly, that it shall not, during the Agreement Effective Period, whether before or after the commencement of the Chapter 11 Cases, directly or indirectly, in respect of its Company Claims, take any of the following actions:

(i) take any action that is inconsistent, in any material respect, with this Agreement or the Transactions or would reasonably be expected to interfere with, delay, condition, or impede the Solicitation and approval of the Disclosure Statement, confirmation and consummation of the Plan and the Transactions, or entry of the Confirmation Order; *provided*, that, for the avoidance of doubt, Consenting Creditors are otherwise entitled to take actions that are not expressly prohibited by this Agreement;

(ii) file any motion, objection, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is inconsistent with this Agreement, the Plan or the Transactions;

(iii) object to any pleadings that are consistent with this Agreement and filed by the Company Parties in furtherance of the Transactions;

(iv) exercise, or direct any other Person or Entity to exercise, any right or remedy for the enforcement, collection, or recovery of any Company Claim that is inconsistent with the terms of this Agreement; or

(v) encourage any Person or Entity or facilitate any effort by any Person or Entity to do any of the foregoing.

6.3 Additional Provisions Regarding the Consenting Creditors' Commitments.

Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement shall:

(a) limit any Consenting Creditor's ability to enforce any right, remedy, condition, consent or approval requirement under this Agreement or any of the Definitive Documents;

(b) affect the ability of any Consenting Creditor to consult with any other Consenting Creditor or the Company Parties;

(c) be construed to prohibit any Consenting Creditor from either itself or through any representatives or agents, soliciting, initiating, negotiating, facilitating, proposing, continuing or

responding to any proposal to purchase or sell any Company Claims, so long as such Consenting Creditor complies with Section 8;

(d) (i) constitute an amendment of any term or provision of any Debt Document, or (ii) constitute a termination or release of any liens on, or security interests in, any of the assets or properties of the Company Parties that secure the obligations under any Debt Document;

(e) (i) impair or waive the rights of any Consenting Creditor to assert or raise any objection permitted under this Agreement in connection with the Transactions or (ii) prevent any Consenting Creditor from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is consistent with, this Agreement or Definitive Documents;

(f) other than as set forth in this Agreement or Definitive Documents, require any Consenting Creditor to fund or commit to fund any additional amounts, incur, assume, become liable in respect of, or suffer to exist any expenses, liabilities, or other obligations, or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to such Consenting Creditor;

(g) prevent a Consenting Creditor from taking any action that is required to comply with applicable Law, or require any Consenting Creditor to take any action that is prohibited by applicable Law or to waive or forgo the benefit of any applicable legal professional privilege;

(h) prevent any Consenting Creditor by reason of this Agreement or the Transactions from making, seeking or receiving any regulatory filings, notifications, consents, determinations, authorizations, permits, approvals, licenses or similar;

(i) prevent any Consenting Creditor from (i) defending against or responding to any pleading filed with the Bankruptcy Court or any other court against a Consenting Creditor or seeking to challenge the validity, enforceability, perfection or priority of, or any action seeking avoidance, claw-back, recharacterization or subordination of, any portion of its Company Claims or any liens or collateral securing its Company Claims; or (ii) taking or directing any action relating to the maintenance, protection or preservation of any collateral;

(j) require any Consenting Creditor to (i) file any motion or pleading, (ii) incur any financial or other liability (including fees or expenses), (iii) indemnify or otherwise incur any liability to any agent or Trustee, (iv) take any action that would result in a breach of, or refrain from taking any action the result of which would be a breach of, (x) any Law or regulation, (y) any order or direction of any relevant court or Governmental Authority, or (z) the terms of any non-disclosure agreement to which it is party, or (v) take any action that, in its reasonable determination, would result in a failure to comply with any antitrust or regulatory obligation;

(k) affect any Consenting Creditor's rights (whether arising under law or contract) other than with respect to the DBS Notes or the DNC Notes (and then, (i) with respect to the DBS Notes, only to the extent contemplated under this Agreement or the Transactions and (ii) with respect to the DNC Notes, only to the extent of the DNC Notes Commitments, the Transfer Provisions, and Consenting Creditor Representations);

(l) prohibit any Consenting Creditor from taking any other action that is not inconsistent with this Agreement; or

(m) require any Consenting Creditor to approve the form or substance of any Definitive Document except in accordance with Section 5.

Section 7. ***Commitments of the Company Parties, EchoStar, DNC, and the Release Parties.***

7.1 General Commitments.

(a) Affirmative Commitments of the Company Parties, EchoStar, DNC, and the Release Parties. During the Agreement Effective Period (or at such other time specified below), the Company Parties, EchoStar, DNC, and the Release Parties (solely as to the commitments set forth in Section 7.1(a)(xiv) below) jointly and severally (unless otherwise specified below), agree to:

(i) support and take all steps reasonably necessary and desirable to pursue, support, obtain additional support for, solicit, implement, confirm, and consummate the Transactions in accordance with the terms and conditions set forth in this Agreement (including the Milestones);

(ii) use commercially reasonable and good faith efforts to negotiate in good faith any appropriate additional or alternative provisions or agreements reasonably necessary to address any legal, financial or structural impediment that may arise that would prevent, hinder, impede, delay, or are reasonably necessary to effectuate the consummation of the Transactions, as determined by the Company Parties and the Required Consenting Creditors, in accordance with this Agreement;

(iii) use commercially reasonable efforts to, and support the Consenting Creditors' efforts to, obtain any and all required Governmental Approvals and/or third-party approvals for the Transactions, including any approvals or the expiration of any waiting periods; *provided* that any agreements with or commitments to any Governmental Authority with respect to the Transactions, including any decision to accept and/or not to oppose any proposed material conditions or limitations on any such required Governmental Approvals, shall require the prior approval of the Required Consenting Creditors;

(iv) negotiate in good faith and use commercially reasonable efforts to finalize, execute and implement the Definitive Documents and any other required agreements to effectuate and consummate the Transactions as contemplated by this Agreement on the timelines contemplated by this Agreement and the Definitive Documents;

(v) maintain good standing (or the equivalent concept) under the jurisdiction in which each Company Party, EchoStar and DNC is incorporated or organized;

(vi) except as otherwise expressly set forth in this Agreement, use commercially reasonable efforts to (A) conduct their ongoing businesses and operations in the ordinary course in a manner that is consistent, in all material respects, with practices existing as of the Agreement Effective Date, including to the extent such businesses and operations may

be limited due to the commencement of the Chapter 11 Cases and (B) preserve their ongoing business organizations and relationships with third parties (including creditors, lessors, licensors, suppliers, distributors, and customers) and employees in the ordinary course;

(vii) (A) complete the preparation, as soon as practicable after the Agreement Effective Date, of each of the Definitive Documents not executed or not in a form attached to this Agreement, in each case, as of the Agreement Effective Date in form and substance consistent with this Agreement and in form and substance acceptable to the Required Consenting Creditors; (B) negotiate in good faith with the Consenting Creditors regarding the form and substance of the applicable Definitive Documents in advance of the execution, distribution or use (as applicable) thereof; and (C) provide each Definitive Document to, and afford reasonable opportunity for comment and review of each Definitive Document (which, for all material pleadings the Company Parties intend to file with the Bankruptcy Court, shall be at least three (3) Business Days prior to filing, or, if three (3) Business Days' notice is not reasonably practicable, as soon as reasonably practicable thereafter) by Ad Hoc Group Counsel in advance of any filing, execution, distribution, or use (as applicable) thereof; *provided*, *however*, that the obligations under this Section 7.1(a)(vii) shall in no way alter or diminish any right expressly provided to the Company Parties, EchoStar, DNC or the Required Consenting Creditors, as applicable, under this Agreement to review, comment on and/or consent to the form and/or substance of any document or agreement;

(viii) actively oppose and object to the efforts of any party seeking to object to, delay, impede, condition or take any other action to interfere with the acceptance, implementation, or consummation of the Transactions (including, if applicable, the timely filing of objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Transactions;

(ix) provide, and direct their employees, officers, advisors and other representatives to provide, to the Consenting Creditors and their advisors (including Ad Hoc Group Counsel) (A) reasonable access to the books and records of the Company Parties, EchoStar and DNC during normal business hours on reasonable advance notice to the applicable Party's representatives and without disruption to the operation of such Party's business, (B) reasonable access to the management and advisors of the Company Parties, EchoStar and DNC on reasonable advance notice and without disruption to the operation of the business of such Party for the purpose of participating in the planning process with respect to the Transactions, and (C) such other information as reasonably requested by the Consenting Creditors and their advisors (including Ad Hoc Group Counsel); in all cases, subject to the appropriate agreement on use and confidentiality;

(x) make in cash, in full all payments contemplated under this Agreement as and when due;

(xi) act in good faith with regard to the successful consummation of the Transactions consistent with this Agreement;

(xii) consistent with Section 14.10, ensure that any of their respective successors, assigns, heirs, executors, administrators and representatives are informed of the existence of this Agreement and its binding effect on such successors, assigns, heirs, executors, administrators and representatives;

(xiii) inform Ad Hoc Group Counsel as soon as reasonably practicable after becoming aware of (and in any event, no later than two (2) Business Days after becoming aware of):

(A) any matter or circumstances, that they know, or believe is likely, to be a material impediment to the implementation or consummation of the Transactions;

(B) any insolvency proceeding or material legal suit, in each case, filed by or against any Company Party or any affiliate of a Company Party, including EchoStar and DNC;

(C) the initiation, institution or commencement of any proceeding by a Governmental Authority or other Person or Entity regarding any Governmental Approval with respect to any Company Party, EchoStar or DNC, or challenging the validity of the Transactions contemplated by this Agreement;

(D) any occurrence, or failure to occur, of any event that would be reasonably likely to cause (1) any representation or warranty of any of the Company Parties, EchoStar or DNC contained in this Agreement or the Definitive Documents to be untrue or inaccurate in any material respect when made or deemed to have been made, (2) any covenant of any of the Company Parties, EchoStar or DNC contained in this Agreement or the Definitive Documents not to be or able to be satisfied in any material respect, or (3) any condition precedent contained in this Agreement or the Definitive Documents not to occur or become impossible to satisfy;

(E) a breach of this Agreement of which it becomes aware (including a breach by any Company Party, EchoStar or DNC to the extent actually known); and

(F) any matter or circumstance that they know gives, or believe is likely to give, rise to a termination of this Agreement under Section 10; and

(xiv) hereby grant, on the Agreement Effective Date, severally and not jointly and severally, the following releases, which releases shall not become effective until the occurrence of the Effective Date (upon which date the releases shall become effective without any further notice to or action by any person):

From and after the Effective Date (as defined in the Term Sheet), each of the Company Parties, EchoStar, DNC, and the Release Parties, to the maximum extent permitted under applicable law, as such law may be extended subsequent to the

Effective Date, shall expressly, conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release each of the Consenting Creditors (solely in the Consenting Creditors' capacities as such), respectively, and their respective property and successors and assigns, of and from any and all claims, rights, suits, damages, causes of action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing as of the Effective Date or thereafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of laws, or otherwise, including, without limitation, causes of action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise, that any Company Party, EchoStar, DNC, or Release Party would have been legally entitled to assert (whether individually or collectively) against any Consenting Creditor based on, relating to, or in any manner arising from, in whole or in part, any act taken or omitted to be taken on or prior to the Execution Date.

(b) Negative Commitments of the Company Parties, EchoStar and DNC. During the Agreement Effective Period, the Company Parties, EchoStar and DNC shall not, without the prior written consent of the Required Consenting Creditors, directly or indirectly:

(i) take any action that is inconsistent with this Agreement, the Definitive Documents or the Transactions or take any other action that would reasonably be expected to interfere with, delay, or impede solicitation, implementation, or consummation of, the Transactions;

(ii) file with any court any motion, pleading, or other document (including any modifications or amendments thereof) that, in whole or in part, is not consistent with this Agreement or the Transactions;

(iii) violate the terms of any Governmental Approvals;

(iv) except to the extent expressly required by this Agreement, require any Consenting Creditor to fund or commit to fund any additional amounts, incur, assume, become liable in respect of, or suffer to exist any expenses, liabilities, or other obligations, or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities or other obligations to such Consenting Creditor;

(v) commence, support or join any litigation or adversary proceeding against the Consenting Creditors;

(vi) directly or indirectly prepare, commence or support any third party in connection with an avoidance action or other legal proceeding that challenges the amount, validity, allowance, character, enforceability, liens or encumbrances securing, or priority of any Company Claims;

(vii) except to the extent permitted by Section 7.3 hereof, seek, solicit, support, initiate, encourage, propose, negotiate, discuss, assist, consent to, vote for or enter into any

agreement regarding (in each case, directly or indirectly) any Alternative Restructuring Proposal;

(viii) incur any Indebtedness for borrowed money, make any Investment, make any Asset Sale, authorize or consummate any issuance or sale of equity interests of any Company Party, make any Restricted Payment or make any payment with respect to the principal amount of any Indebtedness, in each case, except as required by this Agreement or in furtherance of the Transactions (for the avoidance of doubt, to the extent in furtherance of and not inconsistent with the Transactions, the Company Parties are not prohibited by this Section 7.1(b)(viii) to make any Permitted Asset Sale, on motion and notice to creditors);

(ix) exercise, or direct any other Person or Entity to exercise, any action with respect to any Company Claim that is inconsistent with the terms of this Agreement; or

(x) encourage any Person or Entity or facilitate any effort by any Person or Entity to do any of the foregoing.

7.2 Commitments of the Company Parties with Respect to Chapter 11 Cases.

(a) Affirmative Commitments of the Company Parties. Each of the Company Parties, jointly and severally, agrees that it shall, during the Agreement Effective Period, whether before or after the commencement of the Chapter 11 Cases:

(i) provide Ad Hoc Group Counsel an initial draft of all material pleadings the Company Parties intend to file with the Bankruptcy Court (including Definitive Documents) as early as reasonably practicable but, in any case, at least three (3) Business Days prior to the applicable document's filing, or, if three (3) Business Days' notice is not reasonably practicable, as soon as reasonably practicable but in all events prior to the filing of such pleading;

(ii) provide in the Plan, Disclosure Statement and Confirmation Order that Echosphere, L.L.C. shall reinstate its guarantee of the DBS Notes and execute all documentation necessary to evidence such guarantee immediately and effective upon emergence by the Company Parties from the Chapter 11 Cases;

(iii) timely file a formal objection, after consultation in good faith with Ad Hoc Group Counsel, to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (A) modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a chapter 11 plan, as applicable, (B) directing the appointment of a trustee or examiner, (C) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (D) dismissing any of the Chapter 11 Cases; or (E) that is otherwise inconsistent with the terms of this Agreement or the Transactions;

(iv) take all commercially reasonable actions that are reasonably necessary or appropriate to obtain the Bankruptcy Court's approval of the Disclosure Statement, Solicitation Materials, and the Plan;

(v) take all commercially reasonable actions that are reasonably necessary or appropriate to cause the Plan Effective Date to occur as soon as practicable in accordance with the Plan, the Confirmation Order, and the Milestones; and

(vi) subject to Section 7.3, object to any motion to approve or confirm, as applicable, any Alternative Restructuring Proposal.

(b) Negative Commitments of the Company Parties. Each of the Company Parties, jointly and severally, agrees that it shall not, during the Agreement Effective Period, whether before or after the commencement of the Chapter 11 Cases:

(i) take any action that is inconsistent with this Agreement or the Transactions or that would reasonably be expected to interfere with, delay, condition or impede the Solicitation and approval of the Disclosure Statement, confirmation and consummation of the Plan and the Transactions or entry of the Confirmation Order;

(ii) amend or modify the Plan, in whole or in part, in a manner that is inconsistent with this Agreement;

(iii) withdraw or revoke the Plan or publicly state its intention not to pursue the Plan or, without the prior written consent of the Required Consenting Creditors, delay in any way the pursuit of confirmation of the Plan in a manner that is inconsistent with this Agreement, the Definitive Documents or the Milestones;

(iv) seek, solicit, propose, support, assist, or participate in the formulation or preparation of any Alternative Restructuring Proposal;

(v) file any motion, pleading, order or any Definitive Documents with the Bankruptcy Court (including any modification or amendment thereof) that in whole or in part, is inconsistent with this Agreement, the Plan or the Definitive Documents;

(vi) commence, support, or join any litigation or adversary proceeding relating to the Chapter 11 Cases against any Consenting Creditor; or

(vii) encourage any Person or Entity or facilitate any effort by any Person or Entity to do any of the foregoing.

7.3 Additional Provisions Regarding the Commitments of the Company Parties, EchoStar and DNC.

(a) Notwithstanding anything to the contrary in this Agreement, solely following the commencement of the Chapter 11 Cases, nothing in this Agreement shall require any Company Party that becomes a debtor or debtor-in-possession or the board of directors, board of managers, or similar governing body of such Company Party (including any committee of such governing body, as applicable), to take any action or to refrain from taking any action with respect to the Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law (as reasonably determined in good faith by such Party on the advice of external counsel) (the "**Fiduciary Out**"); *provided* that

such determination shall not impede any Consenting Creditor's right to terminate this Agreement in accordance with the terms hereof, including due to such action or inaction constituting or resulting in a Consenting Creditor Termination Event. The applicable Company Parties shall promptly notify Ad Hoc Group Counsel of any such determination within twenty-four (24) hours following such determination (the "**Fiduciary Out Notice**"). Notwithstanding anything to the contrary herein, each Consenting Creditor reserves its rights to challenge any action taken in the exercise of such fiduciary duties.

(b) Notwithstanding anything to the contrary in this Agreement (but subject to Section 7.3(a) of this Agreement and not limiting or impacting the obligations of EchoStar (and its successors and assigns) with respect to the EchoStar Guaranty), solely following the commencement of the Chapter 11 Cases, each Company Party that becomes a debtor or debtor-in-possession and its respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, other advisors, and representatives shall have the rights to: (i) consider, respond to, and facilitate any unsolicited Alternative Restructuring Proposal; (ii) provide access to non-public information concerning any Company Party to any Person or Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Person or Entity; (iii) maintain or continue discussions or negotiations with respect to any unsolicited Alternative Restructuring Proposal; (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of any unsolicited Alternative Restructuring Proposal; and (v) enter into or continue discussions or negotiations with holders of claims against or interests in a Company Party (including any Consenting Creditors), EchoStar, DNC, any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Person or Entity regarding the Transactions or any unsolicited Alternative Restructuring Proposal in a manner that is not otherwise inconsistent with the terms of this Agreement or the Transactions. If any Company Party, EchoStar or DNC, receives an Alternative Restructuring Proposal, it or they shall: (x) within twenty-four (24) hours, provide Ad Hoc Group Counsel with notice and a copy of such proposal, including all annexes, ancillary terms and other components of such proposal (and to the extent the proposal is not in writing, a detailed written summary thereof), including the identity of the person or group of persons involved unless any Confidentiality Agreement that was executed prior to the date of the Term Sheet (January 11, 2026) and in effect at the time of determination precludes the identification of such person or group of persons; (y) provide Ad Hoc Group Counsel with reasonable updates as to the status and progress of such Alternative Restructuring Proposal; and (z) reasonably promptly respond to reasonable information requests and questions from Ad Hoc Group Counsel relating to such Alternative Restructuring Proposal, in each case solely to the extent disclosing such information is not subject to any attorney-client privilege.

(c) Nothing in this Agreement shall (i) impair or waive the rights of any Consenting Creditor, Company Party, EchoStar or DNC to assert or raise any objection permitted under this Agreement in connection with the Transactions or (ii) prevent any Consenting Creditor, Company Party, EchoStar or DNC from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

7.4 EchoStar Guaranty. Subject to Section 10.5, EchoStar hereby guarantees to the Consenting Creditors and each of their successors and assigns the prompt payment in full in immediately available funds when due of the EchoStar Guaranty, which obligations of EchoStar under this Section 7.4 are primary and enforceable to the fullest extent permitted by applicable law, irrespective of any circumstance that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, or otherwise. The guarantee in this Section 7.4 is a continuing guarantee and is a guaranty of payment and not merely of collection.

Section 8. ***Transfer of Company Claims or DNC Notes Claims.***

8.1 Restrictions on Transfer. Except as expressly provided herein, this Agreement shall not in any way restrict the right or ability of any Consenting Creditor to Transfer any Company Claims or DNC Notes Claims; *provided*, *however*, that, during the Agreement Effective Period, such Consenting Creditor shall not Transfer any Company Claims or DNC Notes Claims, and any such purported Transfer of Company Claims or DNC Notes Claims (other than any Transfer of Company Claims or DNC Notes Claims to a prime broker or in connection with derivatives or financing transactions, including repurchase agreements, subject, in each case, to the conditions set forth in clause (d) below) shall be void *ab initio* and without effect unless: (a) the transferee is a Consenting Creditor; (b) the transferee is a Consenting Creditor Related Fund; *provided* that, upon such Transfer, such transferee shall be deemed to become a Consenting Creditor and to be bound by all of the terms of this Agreement applicable to Consenting Creditors (which obligations may be enforced against such transferee by the Parties); (c) before such Transfer, the transferee agrees in writing for the benefit of the Parties to become, effective prior to or upon the consummation of such Transfer, a Consenting Creditor for all purposes hereunder and to be bound by all of the terms of this Agreement applicable to a Consenting Creditor (including with respect to any and all Company Claims or DNC Notes Claims it already may hold before such Transfer) by executing a Transfer Agreement and delivering an executed copy of such Transfer Agreement to Company Counsel (which may be provided by email from Ad Hoc Group Counsel to Company Counsel) and Ad Hoc Group Counsel within five (5) Business Days following execution (each transferee identified in the foregoing clauses (a) through (c), a "**Permitted Transferee**"); or (d) the transferee is (x) such Consenting Creditor's prime broker holding the Company Claims or DNC Notes Claims, solely as part of a custodian arrangement whereby such Consenting Creditor retains, and no securities lending or other arrangement would deprive them of, all of its rights to vote, deliver consents or waivers relating to, sell or exchange such Company Claims or DNC Notes Claims in accordance with this Agreement or (y) the counterparty in an ordinary course derivatives or financing transactions, including repurchase agreements, in each case, so long as such counterparty is or, at the discretion of the Consenting Creditor, could become obligated to return such Company Claims or DNC Notes Claims to the Consenting Creditor sufficiently in advance of any voting or other deadline necessary for such Consenting Creditor to comply with its obligations hereunder. Any Permitted Transferee shall be deemed a Consenting Creditor hereunder. If any Consenting Creditor has validly transferred all of its Company Claims or DNC Notes Claims to a Permitted Transferee in accordance with this Section 8.1, such Consenting Creditor shall be deemed to relinquish all rights and be released from all obligations under this Agreement; *provided* that such Consenting Creditor shall continue to be liable for any breach of

this Agreement by such Consenting Creditor that occurs before such Consenting Creditor's Transfer of all of its Company Claims or DNC Notes Claims.

8.2 Additional Company Claims or DNC Notes Claims. This Agreement shall not preclude Consenting Creditors from acquiring additional Company Claims or DNC Notes Claims; *provided*, *however*, that, during the Agreement Effective Period, (a) if a Consenting Creditor acquires additional Company Claims or DNC Notes Claims after executing this Agreement, such Consenting Creditor shall notify Company Counsel (which may be provided by email from Ad Hoc Group Counsel to Company Counsel) and Ad Hoc Group Counsel of such acquisition within five (5) Business Days after the closing of such acquisition, which notice shall include the amount and type of Company Claims or DNC Notes Claims Transferred and (b) such additional Company Claims or DNC Notes Claims shall automatically and immediately upon acquisition by the Consenting Creditor be deemed subject to all of the terms of this Agreement whether or not notice of such acquisition is given to the Company Parties and Ad Hoc Group Counsel. Each of the Consenting Creditors agrees not to create any subsidiary, affiliate or other vehicle or device for the purpose of acquiring Company Claims or DNC Notes Claims without first causing such subsidiary, affiliate, vehicle or device to be bound by and subject to this Agreement by executing a Joinder or Transfer Agreement. This Section 8.2 shall not impose any obligation on the Company Parties to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling the Consenting Creditor to effectuate a Transfer of any Company Claims or DNC Notes Claims. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations arising under such Confidentiality Agreement.

8.3 Qualified Marketmaker Exception**.** Notwithstanding anything to the contrary herein, (a) a Consenting Creditor may transfer any Company Claims or DNC Notes Claims to a Person or Entity that is acting in its capacity as a Qualified Marketmaker without the requirement that the Qualified Marketmaker be or become a Party only if such Qualified Marketmaker has purchased such Company Claims or DNC Notes Claims with a view to immediate resale of such Company Claims or DNC Notes Claims (by purchase, sale, assignment, transfer, participation or otherwise) to a Consenting Creditor or Permitted Transferee as soon as reasonably practicable, and in no event later than ten (10) Business Days after its acquisition; and (b) to the extent that a Consenting Creditor is acting in its capacity as a Qualified Marketmaker, it may transfer or participate any right, title, or interest in any Company Claims or DNC Notes Claims that the Qualified Marketmaker acquires from a holder of Company Claims or DNC Notes Claims who is not a Consenting Creditor without the requirement that the transferee be a Consenting Creditor or a Permitted Transferee. For the avoidance of doubt, any Person or Entity that acquires Company Claims or DNC Notes Claims in its capacity as a Qualified Marketmaker and does not resell such Company Claims or DNC Notes Claims to a Consenting Creditor or a Permitted Transferee within ten (10) Business Days after its acquisition thereof must become a Consenting Creditor hereunder by executing and delivering a Joinder or Transfer Agreement within five (5) Business Days after

the expiration of such period, to Company Counsel (which may be provided by email from Ad Hoc Group Counsel to Company Counsel) and Ad Hoc Group Counsel.

8.4 Notwithstanding anything to the contrary in this Section 8, the restrictions on Transfer set forth in this Section 8 shall not apply to the grant of any liens or encumbrances on any Company Claims or DNC Notes Claims in favor of a bank or broker-dealer holding custody of such Company Claims or DNC Notes Claims in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such Company Claims or DNC Notes Claims.

Section 9. ***Representations and Warranties.***

9.1 Mutual Representations and Warranties. Each Party, severally and not jointly, represents and warrants to each other Party, as of the date such Party executes and delivers this Agreement (including by execution and delivery of a Joinder or Transfer Agreement, as applicable) and as of the Agreement Effective Date, that the following statements are true, correct and complete:

(a) Such Party is validly existing and in good standing (or the equivalent concept) under the Laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement and carry out the Transactions contemplated hereby and perform its obligations contemplated hereunder, and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part;

(b) The execution, delivery and performance by such Party of this Agreement does not and will not (i) violate any provision of Law applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party, in each case (other than with respect to violations of or conflicts with its certificate of incorporation or by-laws), except where any such conflict, individually or in the aggregate, would not reasonably be expected to have, either individually or in the aggregate, a material adverse effect on the business, operations, assets, liabilities (actual or contingent), or financial condition of such Party and its subsidiaries, taken as a whole, or to materially impair its ability to perform its obligations under this Agreement or have a materially adverse effect on or prevent or materially delay the consummation of the Transactions;

(c) Except as expressly provided in this Agreement and the Definitive Documents, no consent or approval (to the extent not already obtained by the Agreement Effective Date) is required by any other Person or Entity for it to effectuate the Transactions contemplated by, and perform its respective obligations under, this Agreement;

(d) As of the Agreement Effective Date, such Party has no actual knowledge of any event that, due to any fiduciary or similar duty to any other Person or Entity, would prevent it from taking any action required of it under this Agreement;

(e) Except as expressly provided in this Agreement, the execution, delivery and performance by such Party of this Agreement does not and will not require any registration or filing with, consent or approval of, or notice to, or other action, with or by, any federal, state or Governmental Authority;

(f) Except as expressly provided in this Agreement, it has not made or participated in the formulation of any Alternative Restructuring Proposal, restructuring or similar agreement or arrangement with other Parties to this Agreement or any other Person or Entity that has not been disclosed to all Parties to this Agreement; and

(g) This Agreement is the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

9.2 Additional Representations of the Consenting Creditors. Each of the Consenting Creditors represents and warrants that, in addition to the representations and warranties set forth in Section 9.1 hereof, as of the date of this Agreement, the following statements are true, correct and complete as of the Agreement Effective Date:

(a) subject to customary exceptions contained in ordinary course fund financing arrangements (including repurchase agreements), it (i) is the beneficial owner of the principal amount of the Company Claims and DNC Notes Claims (if any) set forth on its Holdings Confirmation, or has investment or voting discretion with respect to the principal amount of such Claims and has the power and authority to bind the beneficial owner(s) of such Claims to the terms of this Agreement and (ii) has full power and authority to act on behalf of, vote and consent to matters concerning such Company Claims and DNC Notes Claims (if any) and to dispose of, exchange, assign and transfer such Claims; *provided* that any contractual obligation that a Consenting Creditor has to purchase or sell such a Claim, which obligation as of the Agreement Effective Date remains an outstanding obligation that has not yet settled as an assignment, participation, or other transfer shall be considered settled for purposes of this Agreement;

(b) (i) it is (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act) or (C) an institutional accredited investor (as defined in the Rules) and (ii) any securities acquired by the Consenting Creditor in connection with the Transactions will have been acquired for investment and not with a view to distribute or resale in violation of the Securities Act; and

(c) other than (i) with respect to any ordinary course pledge (A) in favor of a bank or broker dealer at which a Consenting Creditor maintains an account, where such bank or broker dealer holds a security interest in or other encumbrance over property in the account generally, or (B) to any holders of obligations owed, or securities issued, by such Consenting Creditor, including to any trustee for, or any other representative of, such holders, and (ii) pursuant to this Agreement:

(A) such Company Claims and DNC Notes Claims (if applicable) are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition or encumbrances of any

kind that would adversely affect, in any material respect, such Consenting Creditor's performance of its obligations contained in this Agreement at the time such obligations are required to be performed; and

(B) it has made no prior assignment, sale, participation, grant, conveyance, pledge, or other Transfer of, and has not entered into any other agreement to assign, sell, participate, grant, convey, pledge, or otherwise Transfer, in whole or in part, any portion of its right, title, or interests in any of its Company Claims or DNC Notes Claims (if applicable) that are inconsistent or conflict with representations and warranties of such Consenting Creditor herein or would render it otherwise unable to comply with this Agreement and perform its obligations hereunder.

Section 10. ***Termination Events.***

10.1 Consenting Creditor Termination Events. This Agreement may be terminated (a) as to all Parties by the Required Consenting Creditors and (b) with respect to a particular Consenting Creditor, by any affected Consenting Creditor described in Section 10.1(d), in each case by the delivery to the Company Parties and Ad Hoc Group Counsel of a written notice in accordance with Section 14.11 upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party, EchoStar or DNC, of any representation, warranty or covenant set forth in this Agreement or any Definitive Document (once executed by each of the parties thereto) that, if capable of being cured, remains uncured for five (5) Business Days after the Company Parties, EchoStar or DNC, as applicable, receive a written notice in accordance with Section 14.11 detailing any such breach;

(b) the failure of a Company Party, EchoStar or DNC to meet a Milestone that has not been waived, modified, extended or otherwise amended in a manner consistent with this Agreement unless such failure is the direct result of any act, omission or delay on the part of the terminating Consenting Creditor in violation of its obligations under this Agreement;

(c) the issuance, promulgation or enactment by any Governmental Authority, including any regulatory authority, licensing authority or court of competent jurisdiction (including an order of the Bankruptcy Court that has not been stayed), of any statute, regulation or final, non-appealable ruling or order that (i) enjoins the consummation of the Transactions to be consummated by any DBS Company Party, EchoStar or DNC and (ii) remains in effect for fourteen (14) days after such terminating Consenting Creditor transmits a written notice in accordance with Section 14.11 detailing any such issuance; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation under this Agreement;

(d) this Agreement or any Definitive Document is amended, modified, or supplemented in a manner that adversely affects, in any material respect, the rights or treatment of any Consenting Creditor; *provided*, that this Section 10.1(d) shall only apply to a Consenting Creditor whose rights or treatment are so adversely affected by such amendment, modification, or supplement, and, if a Consenting Creditor terminates this Agreement in accordance with this

Section 10.1(d), such Agreement shall otherwise remain in full force and effect with respect to all other Parties;

(e) ten (10) Business Days after the entry of a Final Order by any court of competent jurisdiction or other Governmental Authority or a change in Law that, in each such case, makes illegal or otherwise prevents or prohibits the consummation of the Transactions, and such Final Order has not been reversed or vacated;

(f) any Company Party, EchoStar or DNC files a motion, application, pleading, or proceeding (or any such Party supports or, in the case of any Company Party, does not oppose any such motion, application, pleading, or proceeding filed by a third party) (i) challenging, in any manner, the Company Claims under the existing Debt Documents, or the liens securing such Claims or asserting any other cause of action against or with respect to such Claims or the liens securing such Claims, or (ii) that is otherwise inconsistent with this Agreement in any material respect;

(g) any Definitive Document fails to comply with this Agreement, which failure remains uncured for a period of five (5) Business Days after receipt by the Company Parties of written notice of such failure from the Consenting Creditor;

(h) the Company Parties, EchoStar or DNC suspend or revoke or announce their intention to suspend or revoke, the Transactions;

(i) failure of the Company Parties, EchoStar or DNC to make all payments contemplated under this Agreement as and when due;

(j) a Company Party or the board of directors, board of managers or similar governing body of a Company Party (including any committee of such governing body, as applicable), exercises the Fiduciary Out, provides the Fiduciary Out Notice, or otherwise gives notice of termination of the Agreement pursuant to this Section;

(k) if the Company Parties elect to implement the Transactions through the Chapter 11 Cases:

(i) the withdrawal of the Plan or Disclosure Statement or the amendment or modification of, or the filing of a motion or pleading by the Company Parties, in each case without the prior written consent of the Required Consenting Creditors, that seeks to amend or modify the Plan or the Disclosure Statement or any Definitive Documents, which amendment, modification or filing is (i) inconsistent with this Agreement, the Transactions or the Plan, as applicable or (ii) adverse to any Consenting Creditor; and such amendment or modification has not been reversed and/or such motion or pleading has not been withdrawn prior to the earlier of (A) five (5) Business Days after the Company Parties receive written notice from the applicable Required Consenting Creditors that such amendment, modification, motion or pleading is (1) inconsistent with this Agreement and/or the Plan and (2) adverse to such Consenting Creditors, and (B) entry of an order of the Bankruptcy Court approving such motion or pleading;

(ii) the Company Parties (i) withdraw the Plan, (ii) execute a definitive written agreement with respect to an Alternative Restructuring Proposal, (iii) file, propound or otherwise support any plan of reorganization other than the Plan, or (iv) publicly announce or otherwise notify the Consenting Creditors of their intention to do any of (i), (ii) or (iii);

(iii) the entry of a Final Order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order terminating exclusivity under section 1121 of the Bankruptcy Code;

(iv) any Company Party, EchoStar or DNC files, joins, or supports through a pleading filed with the Bankruptcy Court any motion, application, adversary proceeding or cause of action (i) challenging the validity, enforceability or priority of, or seeking to avoid, disallow, subordinate or otherwise limit the liens on any asset or assets comprising any portion of the collateral securing Company Claims, (ii) seeking to impose liability upon or enjoin the holders of Company Claims, in their capacity as such, or (iii) seeking to restrict the rights of holders of Company Claims, in their capacity as such, in each case without the prior written consent of the Required Consenting Creditors, and in case to the extent inconsistent with this Agreement;

(v) the entry of a Final Order by the Bankruptcy Court, or the filing of a motion or application by any Company Party, EchoStar or DNC seeking an order (without the prior written consent of the Required Consenting Creditors) (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement; or

(vi) the Bankruptcy Court enters a Final Order denying confirmation of the Plan with respect to the DBS Company Parties.

10.2 Company Party, EchoStar and DNC Termination Events. For clauses (a), (b), and (d), the Company Parties may terminate this Agreement as to all Parties, for clause (c), the applicable Company Party may terminate this Agreement as to itself, and for clause (d), EchoStar or DNC may terminate this Agreement with respect to itself, in each case subject to the survival of the EchoStar Guaranty set forth in Sections 7.4 and 10.5, which cannot be terminated following the Agreement Effective Date except under the limited circumstance set forth therein, by the delivery of written notice to all Parties in accordance with Section 14.11 of this Agreement upon the occurrence of the following events:

(a) the breach in any material respect by any Consenting Creditor of any representation, warranty, or covenant of such Consenting Creditor set forth in this Agreement (to the extent not otherwise cured or waived within five (5) Business Days after notice of such breach is provided in accordance with Section 14.11) such that the non-breaching Consenting Creditors no longer constitute Required Consenting Creditors;

(b) the issuance, promulgation or enactment by any Governmental Authority, including any regulatory authority, licensing authority or court of competent jurisdiction, of any final,

non-appealable ruling or order that (i) enjoins the consummation of the Transactions to be consummated by any DBS Company Party, EchoStar or DNC and (ii) remains in effect for ten (10) Business Days after the Company Parties transmit a written notice in accordance with Section 14.11 detailing any such issuance; *provided* that this termination right may not be exercised if a Company Party, DNC, or EchoStar sought or requested such ruling or order in contravention of any obligation under this Agreement;

(c) the board of directors, board of managers, or similar governing body of any Company Party determines in good faith, upon the advice of external counsel, to exercise its Fiduciary Out in accordance with the terms and conditions set forth in Section 7.3(a); *provided*, that, for the avoidance of doubt, the Required Consenting Creditors may terminate this Agreement in accordance with Sections 7.3(a) and 10.1(j) hereof; or

(d) the Bankruptcy Court enters a Final Order denying confirmation of the Plan with respect to the DBS Company Parties.

10.3 Automatic Termination. This Agreement shall terminate automatically without further required action or notice as to all Parties upon the Plan Effective Date; *provided*, *that* the obligations of the Company Parties, EchoStar and DNC with respect to the Intercompany Transactions or the EchoStar Guaranty and under Section 11 (with respect to payments of fees and expenses relating to the recoveries of the Claims Trust after the Plan Effective Date) shall continue in full force and effect following any automatic termination set forth in this Section 10.3 in accordance with Section 10.5.

10.4 Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among the Company Parties, EchoStar, DNC, and the Required Consenting Creditors.

10.5 On the Termination Date as to a Party, subject to Section 14.21, this Agreement shall be of no further force and effect as to such Party, and each such Party shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all claims or causes of action; *provided*, that, notwithstanding anything to the contrary contained in this Agreement (including, for the avoidance of doubt, the Term Sheet) or any Definitive Document, the obligations of the Company Parties, EchoStar (and any of its successors or assigns) and DNC (i) with respect to the EchoStar Guaranty shall continue in full force and effect following the Agreement Effective Date regardless of any termination or other event that may occur thereafter, including the termination of this Agreement by any party in accordance with this Section 10 or the failure to consummate (or timely consummate) any of the Transactions contemplated hereby; *provided*, that, notwithstanding the foregoing, the EchoStar Guaranty as set forth in Section 7.4 shall terminate upon a termination of this Agreement pursuant to Section 10.2(a) if such termination is not contested as to the Required Consenting Creditors or if such termination is contested, upon entry of a Final Order determining that the material breach of this Agreement by a Consenting Creditor has occurred; *provided*, *further*, that if such termination is

contested, EchoStar's obligations with respect to the EchoStar Guaranty shall be held in abeyance until entry of such Final Order, at which time EchoStar shall, as applicable, pay its portion of the Claim Settlement Amount to the Supporting Noteholders or be forever relieved and discharged from the EchoStar Guaranty; and (ii) with respect to the Intercompany Transactions shall continue in full force and effect following any termination of this Agreement pursuant to Section 10.3. If the Transactions are consummated at any time following termination of this Agreement pursuant to Section 10.2(a) (upon which termination the EchoStar Guaranty shall have terminated pursuant to the foregoing clause (i)), the EchoStar Guaranty shall be deemed automatically reinstated upon such consummation and shall continue in full force and effect. Upon the termination of this Agreement as to any Consenting Creditor prior to the Plan Effective Date, any and all consents or ballots tendered by such Consenting Creditor before such termination shall be deemed, for all purposes, to be null and void *ab initio* and shall not be considered or otherwise used in any manner by the Parties in connection with the Transactions and this Agreement or otherwise; *provided*, *however*, that if such termination occurs on or after the Petition Date and after the deadline for Company Claims to vote to accept the Plan, the Company Parties may also request that the Consenting Creditor file a notice of withdrawal with the Bankruptcy Court within two (2) Business Days of the applicable Termination Date. Nothing in this Agreement shall be construed as prohibiting any Party from contesting whether any purported termination is in accordance with the terms of this Agreement or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing in this Agreement is intended to, or does, in any manner, waive, limit, or impair the ability of any Consenting Creditor to protect and preserve its rights (including rights under this Agreement), remedies, claims or interests in or against any Company Party, EchoStar, DNC, or any other Consenting Creditor. No purported termination of this Agreement shall be effective under this Section 10.5 or otherwise if the Party seeking to terminate this Agreement is in breach of, in any material respect, this Agreement and such breach has been noticed to the other Party in accordance with this Agreement and remains uncontested.

10.6 Automatic Stay. Each of the Parties waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required. The Company Parties, EchoStar and DNC acknowledge that after the Petition Date, the giving of notice of termination and the exercise of any rights under this Agreement by any Party shall not be considered a violation of the automatic stay of section 362 of the Bankruptcy Code.

Section 11. ***Professional Fees.*** During the pendency of the Chapter 11 Cases, the Company Parties, DNC, or EchoStar shall pay on a current basis all reasonable and documented professional fees and expenses incurred by Ad Hoc Group Counsel and any local counsel or other advisor engaged by Ad Hoc Group Counsel on behalf of the Consenting Creditors (i) following the Agreement Effective Date or (ii) in connection with the Chapter 11 Cases (such fees and expenses, collectively, the "**Ad Hoc Group Professional Fees**"); *provided* that the Ad Hoc Group Professional Fees payable by the Company Parties under this Agreement incurred through the date that is 180 days after the Petition Date shall not exceed $10,000,000 in the aggregate. For the

avoidance of doubt, (i) all reasonable and documented Ad Hoc Group Professional Fees incurred during the pendency of the Chapter 11 Cases following the date that is 180 days after the Petition Date shall be paid by the Company Parties, DNC, or EchoStar on a current basis and not subject to any cap, and (ii) unless otherwise expressly agreed, the Company Parties, DNC, and EchoStar shall have no obligation pursuant to this Agreement to pay any fees and expenses of Lazard Frères & Co. LLC in connection with its representation of the Consenting Creditors on or following the Petition Date. The full satisfaction, in cash, of all Ad Hoc Group Professional Fees as set forth in this Section 11 shall be a condition precedent to the Plan Effective Date.

Section 12. ***Cooperation and Support.*** The Parties shall cause each of their applicable subsidiaries and affiliates to cooperate with each other and shall coordinate their activities (to the extent practicable) in respect of all matters concerning the implementation and consummation of the Transactions. Furthermore, subject to the terms of this Agreement, each of the Parties shall, to the extent practicable, cause each of their applicable subsidiaries and affiliates to take such action (including executing and delivering any other agreements and making and filing any required regulatory filings) as may be reasonably necessary, commercially reasonable and consistent with applicable Law to carry out the purposes and intent of this Agreement and shall, to the extent practicable, refrain from taking any action that would frustrate the purposes and intent of this Agreement; provided, however, that nothing contained in this Section 12 or any other provision of this Agreement requires a Party to cause any such subsidiaries or affiliates to become Parties to this Agreement. Notwithstanding anything to the contrary in this Agreement, (a) to the extent that any Consenting Creditor lacks authority to bind its affiliates, nothing in this Agreement shall require such Consenting Creditor to bind such affiliates, (b) nothing in this Agreement shall apply to any portfolio company of a Consenting Creditor other than the Parties, and (c) nothing in this Agreement shall apply to any Consenting Creditor other than (i) in its capacity as a holder of Company Claims and (ii) as applicable, in its capacity as a holder of DNC Notes Claims.

Section 13. ***Amendments and Waivers.*** This Agreement, including the exhibits hereto, may not be modified, amended, waived or supplemented except in writing signed by (a) each Company Party, (b) EchoStar, (c) DNC, and (d) the Required Consenting Creditors, other than as expressly provided herein; *provided,* that any modification of this Section 13, Section 10.1(d), or the definitions of "Required Consenting Creditors" or "Consenting Creditors" shall require the consent of (a) all Consenting Creditors (other than those that have terminated this Agreement as to themselves pursuant to Section 10.1(d)) and (b) the Company Parties. Any modification, amendment, waiver, or supplement to this Agreement that materially, adversely, and disproportionately affects any Consenting Creditor relative to the other Consenting Creditors shall not be binding on such affected Consenting Creditor without the written consent of such affected Consenting Creditor; *provided*, *however*, that any modification, amendment, waiver, or supplement to any New Notes Indentures, the Exchange Notes Indentures or any other material, documents, opinions, instruments, schedules or exhibits described in, related to, contemplated in, or reasonably necessary to implement such New Notes Indentures or Exchange Notes Indentures shall be subject solely to the applicable consent rights set forth in Section 5. Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 13 shall be ineffective and void *ab initio*. Notice of any modification, amendment, waiver, or supplement shall be immediately delivered to all Consenting Creditors not consenting, or party, thereto. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be

construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by a Party preclude any other or further exercise of any right, power or remedy by such Party. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 14. ***Miscellaneous.***

14.1 Further Assurances. Subject to the other terms of this Agreement, the Parties shall execute and deliver such other instruments and perform such other acts, in addition to the matters herein specified, as may be reasonably necessary, from time to time, to effectuate the Transactions.

14.2 Complete Agreement. This Agreement, including the exhibits hereto, together with the other Definitive Documents, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement and the Co-Op Agreement.

14.3 Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other Person or Entity except as provided in Section 8. Any beneficial owner, or investment manager or advisor to a beneficial owner, of the Existing Notes that is not already a party to this Agreement may become a Party by executing a Joinder or a Transfer Agreement and, upon becoming a Party, shall be deemed a Consenting Creditor hereunder.

14.4 Headings. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

14.5 GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT and any claim, controversy, dispute or cause of action (whether at law, in equity, in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE BANKRUPTCY CODE AND THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or other proceeding in respect of any claim arising out of or related to this Agreement in the Federal District Court for the Southern District of New York in New York, New York or the state courts located therein; *provided* that each Party agrees that, during the pendency of the Chapter 11 Cases, it shall bring any such action or proceeding in the Bankruptcy Court and, solely in connection with claims arising under this Agreement, each Party: (a) irrevocably submits to the exclusive jurisdiction of such courts; (b) waives any objection to laying venue in any such action or proceeding in such courts; and (c) waives any objection that such court is an inconvenient forum or does not have jurisdiction over any Party hereto.

14.6 TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.7 Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery. Each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement.

14.8 Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Creditors, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties, EchoStar, DNC, and the Consenting Creditors each were represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

14.9 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

14.10 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators and representatives.

14.11 Notices. All notices and information hereunder shall be deemed given if in writing and delivered by electronic mail, courier or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) If to a Company Party:

DISH DBS Corporation
9601 South Meridian Boulevard
Englewood, Colorado 80012
Attn: Chief Legal Officer (legal.notices@dish.com)

with a copy to (which shall not constitute notice) to Company Counsel:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attn: Thomas E Lauria (tlauria@whitecase.com)
Jonathan Michels (jmichels@whitecase.com)

White & Case LLP
300 N. LaSalle Drive
Chicago, Illinois 60654-3406
Attn: Matthew E. Linder (mlinder@whitecase.com)
Laura E. Baccash (laura.baccash@whitecase.com)

White & Case LLP
609 Main Street, Suite 2900
Houston, Texas 77002
Attn: A.J. Ericksen (aj.ericksen@whitecase.com)

(b) If to Company Counsel, the addresses of Company Counsel set forth in clause (a) above.

(c) If to EchoStar or DNC:

9601 South Meridian Boulevard
Englewood, Colorado 80012
Attn: Chief Legal Officer (legal.notices@echostar.com)

(d) If to the Consenting Creditors:

Each Consenting Creditor at the address set forth in its signature page to this Agreement (or in the signature page to a Joinder or Transfer Agreement, as applicable, in the case of any Consenting Creditor that becomes a party hereto after the Agreement Effective Date).

with a copy to (which shall not constitute notice) to Ad Hoc Group Counsel:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attn: Dennis F. Dunne (ddunne@milbank.com)
Lisa Laukitis (llaukitis@milbank.com)
Nelly Almeida (nalmeida@milbank.com)
Lawrence G. Wee (lwee@milbank.com)

(e) If to Ad Hoc Group Counsel, the addresses of Ad Hoc Group Counsel set forth in clause (d) above.

Any notice given by delivery, mail, or courier shall be effective when received, and any notice delivered or given by electronic mail shall be effective when sent. For the avoidance of doubt, notice may be delivered by email by White & Case LLP on behalf of any or all of the Company Parties and by Milbank LLP on behalf of any or all entities constituting the Consenting Creditors.

14.12 Independent Due Diligence and Decision Making. Each Consenting Creditor hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties, and it has been represented by counsel or other advisors (or has had ample opportunity to seek representation or advice from counsel or other advisors) in connection with this Agreement and the Transactions.

14.13 Waiver. Except as expressly provided in this Agreement, nothing herein is intended to, does, or shall be deemed in any manner to waive, limit, impair or restrict any right or the ability of the Consenting Creditors to protect and preserve each of their rights, remedies, claims and interests in or against the Company Parties. Without limiting the foregoing sentence in any way, if the Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties each fully reserve any and all of their rights and remedies. Except as expressly set forth herein, nothing herein is intended to, or shall, modify the terms of the existing Debt Documents, the rights or remedies of any party thereunder, or the voting or consent requirements thereunder. This Agreement is part of a proposed settlement of matters that could otherwise be subject to litigation among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

14.14 Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 13 or otherwise, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if it is conveyed in writing (including by email) between counsel to the Parties.

14.15 Good Faith Cooperation. The Parties shall cooperate with each other in good faith and shall coordinate their activities (to the extent practicable) in respect of all matters concerning the implementation and consummation of the Transactions in a manner consistent with each such Party's rights and obligations under this Agreement.

14.16 Specific Performance. Money damages would be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder. No right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at Law, or in equity.

14.17 Several, Not Joint, Obligations. The agreements, representations and obligations of the Consenting Creditors under this Agreement are, in all respects, several and neither joint nor joint and several.

14.18 Remedies Cumulative. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and

not alternative, and the exercise of any right, power or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

14.19 Third-Party Beneficiaries. This Agreement shall be solely for the benefit of the Parties. No other Person or Entity shall be a third-party beneficiary hereof.

14.20 No Recourse. This Agreement may be enforced only against the Parties hereto (and then only to the extent of the specific obligations undertaken by such Parties under this Agreement). All claims or causes of action (whether in contract, tort, equity, or any other theory) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, may be made only against the entities that are expressly identified as Parties hereto (and then only to the extent of the specific obligations undertaken by such Parties herein). No past, present or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling Person or Entity, agent, attorney, or other representative of any Party hereto (including any Person or Entity negotiating or executing this Agreement on behalf of a Party hereto), nor any past, present, or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling Person or Entity, agent, attorney, or other representative of any of the foregoing (other than any of the foregoing that is a party hereto), shall have any liability with respect to this Agreement or with respect to any proceeding (whether in contract, tort, equity, or any other theory that seeks to "pierce the corporate veil" or impose liability of a Person or Entity against its owners or affiliates or otherwise) that may arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement.

14.21 Survival. Notwithstanding (a) any Transfer of any Company Claims in accordance with Section 8 or (b) the termination of this Agreement in accordance with Section 10, each of the following shall survive any such Transfer or termination: (i) any claim for material breach of this Agreement that occurs prior to the Transfer or termination, as applicable; and (ii) the agreements and obligations under any Confidentiality Agreement in accordance with the terms thereof.

14.22 Disclosure; Publicity. Except as may be required by Law, none of the Parties, or any Person or Entity acting on their behalf, prior to the Petition Date, as applicable, shall issue any press release or make any public statement regarding the Transactions, including the existence or contents of this Agreement, other than in a form mutually agreed to by the Parties. The Consenting Creditors acknowledge that, on or about the Agreement Effective Date, the Company Parties, EchoStar and DNC will file a Form 8-K with the Securities and Exchange Commission disclosing this Agreement, including each exhibit hereto.

14.23 Relationship Among Parties. It is understood and agreed that the Consenting Creditors, on one hand, and the Company Parties, EchoStar or DNC, on the other hand, do not have any duty of trust or confidence in any form with each other, and, except as provided in this Agreement, there are no agreements, commitments, or undertakings between or among them. In this regard, it is understood and agreed that any Party to this Agreement may trade in Company Claims or equity interests without the consent of the Company Parties, as the case may be, or any other Party, subject to applicable securities laws, the terms of any applicable Confidentiality Agreement, and the terms of this Agreement; *provided* that no Party shall have any responsibility

for any such trading by any other Party by virtue of this Agreement. No prior history, pattern, or practice of sharing confidence among or between the Parties shall in any way affect or negate this understanding and agreement. No Consenting Creditor shall, as a result of its entering into and performing its obligations under this Agreement, be deemed to be part of a "group" (as that term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended) with any other Party. For the avoidance of doubt, no action taken by a Consenting Creditor pursuant to this Agreement shall be deemed to constitute or to create a presumption by any of the Parties that any Consenting Creditors are in any way acting in concert or as such a "group."

[Remainder of Page Intentionally Left Blank]

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

DISH DBS CORPORATION

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

DISH BROADCASTING CORPORATION

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

DISH NETWORK L.L.C.

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

DISH NETWORK SERVICE L.L.C.

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

DISH OPERATING L.LC.

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

DISH TECHNOLOGIES HOLDING CORPORATION

By: /s/ Dean A. Manson
Name: Dean A. Manson
Title: Director

DISH TECHNOLOGIES L.L.C.

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

SLING MEDIA, L.L.C.

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

SLING TV GIFT CARD CORPORATION

By: /s/ Dean A. Manson
Name: Paul W. Orban
Title: Executive Vice President, General Counsel and Secretary

SLING TV HOLDING L.L.C.

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

SLING TV L.L.C.

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

SLING TV PURCHASING L.L.C.

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

DISH NETWORK CORPORATION

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

ECHOSTAR CORPORATION

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

ECHOSTAR INTERCOMPANY RECEIVABLE COMPANY L.L.C.

By: /s/ Paul W. Orban
Name: Paul W. Orban
Title: Treasurer

DISH DBS ISSUER L.L.C.

By: DISH Network L.L.C.,
as Common Member

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

DBS INTERCOMPANY RECEIVABLE L.L.C.

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

DISH WIRELESS L.L.C.

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

DISH INFINITE CORPORATION

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

DISH WIRELESS LEASING L.LC.

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

DISH WIRELESS RETAIL HOLDING L.L.C.

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

DISH WIRELESS RETAIL OPERATING L.L.C.

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

NEYLAND NETWORKS LLC

By: /s/ Paul W. Orban
Name: Paul W. Orban
Title: Treasurer

[CONSENTING CREDITOR][1] in its capacity as a holder of DBS Notes and in its capacity as a holder of DNC Notes with respect to the DNC Notes Commitments, the Transfer Provisions, and the Consenting Creditor Representations

By:_____

Name:

Title:

Email Address:

Address:

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[1] This Agreement applies only to [signatory entity] ("[signatory entity]") and, as set forth in the Agreement, the Company Claims and DNC Notes Claims (if applicable) beneficially held by [signatory entity] in the aggregate principal amount(s) set forth below its signature herein held on behalf of, and with respect to, [institution]. Accordingly, the terms "Consenting Creditor," "Party," and/or "Parties" for all purposes of the Agreement mean and refer only to [signatory entity] and such business unit's holdings of Company Claims and DNC Notes Claims (if applicable). Notwithstanding any provision of this Agreement to the contrary, this Agreement does not apply to (i) any credit facilities, claims, securities, notes, other obligations or any other interests in the Company Parties, EchoStar or DNC (other than the DNC Notes Claims as set forth in the Agreement) that may be held, acquired or sold by, or any activities, services or businesses conducted or provided by, any other group or business unit within, or affiliate of [institution], (ii) any credit facilities or indentures to which [institution] or any of its affiliates (collectively, "[institution group]") is a party in effect as of the date hereof, (iii) any new credit facilities or indentures, amendment to an existing credit facility or indenture, or debt or equity securities offering involving [institution group] or to which [institution group] is or becomes a party, (iv) any direct or indirect principal activities undertaken by any [institution group] entity engaged in the venture capital, private equity or mezzanine businesses, or portfolio companies in which they have investments, (v) any ordinary course sales and trading activity undertaken by employees who are not a member of [institution], (vi) any [institution group] entity or business engaged in providing private banking or investment management services, or (vii) any claims, loans, DBS Notes, DNC Notes, notes, debt or equity securities or related claims that may be beneficially owned by non-affiliated clients of [institution group] or for which [institution group] acts in a fiduciary capacity.

For the avoidance of doubt, unless required to be disclosed by applicable Law, under no circumstance shall this signature page, the identity of the holder(s), or the amount of holdings be disclosed publicly or to any other party, or used in any litigation or for any purpose other than to confirm that the requirements contained in Section 3 of the Agreement are satisfied.

ANNEX 1

RESTRUCTURING SUPPORT AGREEMENT HOLDINGS CONFIRMATION

Amounts Beneficially Owned or Managed on Account Of:	
DBS 2026 Secured Notes (if any)	$
DBS 2026 Unsecured Notes (if any)	$
DBS 2028 Secured Notes (if any)	$
DBS 2028 Unsecured Notes (if any)	$
DBS 2029 Unsecured Notes (if any)	$
DNC Notes (if any)	$

EXHIBIT A

COMPANY PARTIES

DISH DBS Corporation
DISH Wireless L.L.C.
DISH Broadcasting Corporation
DISH Infinite Corporation
DISH Network L.L.C.
DISH Network Service L.L.C.
DISH Operating L.L.C.
DISH Technologies Holding Corporation
DISH Technologies L.L.C.
DISH Wireless Leasing L.L.C.
DISH Wireless Retail Holding L.L.C.
DISH Wireless Retail Operating L.L.C.
Neyland Networks LLC
Sling Media, L.L.C.
Sling TV Gift Card Corporation
Sling TV Holding L.L.C.
Sling TV L.L.C.
Sling TV Purchasing L.L.C.

EXHIBIT B

TERM SHEET

ECHOSTAR CORPORATION, DISH NETWORK CORPORATION, DISH DBS CORPORATION AND DISH DBS ISSUER LLC

REFINANCING TERM SHEET

March 19, 2026

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY EXCHANGE OR CHAPTER 11 PLAN, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, SHALL BE MADE ONLY IN COMPLIANCE WITH SECTION 4(A)(2) OF THE SECURITIES ACT OF 1933 AND/OR SECTION 1145 OF THE BANKRUPTCY CODE AND APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE STATUTES, RULES, AND LAWS.

THIS TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE REFINANCING TRANSACTIONS DESCRIBED HEREIN, WHICH WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTATION INCORPORATING THE TERMS SET FORTH HEREIN. THE CLOSING OF ANY REFINANCING TRANSACTION WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTATION. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY, AND NO BINDING OBLIGATIONS SHALL BE CREATED BY THIS TERM SHEET UNLESS AND UNTIL BINDING DEFINITIVE DOCUMENTATION IS EXECUTED AND DELIVERED BY ALL APPLICABLE PARTIES.

THIS TERM SHEET HAS BEEN PRODUCED FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO THE PROVISIONS OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE STATE AND FEDERAL RULES. THIS TERM SHEET AND THE INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND, EXCEPT AS REQUIRED BY LAW, SHALL NOT BE SHARED WITH ANY OTHER PARTY ABSENT THE PRIOR WRITTEN CONSENT OF THE COMPANY PARTIES.

This term sheet (this "***Term Sheet***")[1] sets forth the principal terms of a refinancing (the "***Refinancing Transactions***") of aspects of the capital structure and financial obligations of DISH

[1] Capitalized terms have the meaning ascribed to them in this Term Sheet or **Annex 1** attached hereto. All ratios contained herein are based on LTM EBITDA without giving effect to any synergies (whether with respect to a potential combination with DirecTV or otherwise).

Network Corporation ("***DNC***"), DISH DBS Corporation ("***DBS***"), DISH DBS Issuer LLC ("***DBS SubscriberCo***"), and their respective subsidiaries that are guarantors under the DBS Notes (as defined herein) (such subsidiaries, collectively with DNC, DBS, and DBS SubscriberCo, the "***Company Parties***"). The Refinancing Transactions will be accomplished either (a) out of court or (b) solely if necessary to effectuate any of the indenture amendments described in the Effective Date Transactions section of this Term Sheet in a manner that is binding as to all holders of DBS 2028 Secured Notes and DBS 2026 Notes, through voluntary cases (the "***Chapter 11* Cases**") commenced under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") to implement a prepackaged, prearranged or other chapter 11 plan for one or more of the Company Parties and their affiliates (the "***Chapter 11 Plan***") that certain holders of DBS Notes (the "***Consenting Creditors***") would be obligated to support in accordance with the Restructuring Support Agreement (as defined below).

The regulatory, corporate, tax, accounting, and other legal and financial matters related to the Refinancing Transactions have not been fully evaluated, and any such evaluation may affect the terms and structure of any Refinancing Transactions. The Refinancing Transactions detailed in this Term Sheet are subject in all respects to the negotiation, execution, and delivery of a definitive agreement regarding the terms of the Refinancing Transactions (the "***Restructuring Support Agreement***" and, together with any and all related definitive documentation, the "***Definitive Documentation***").

Transaction Overview

Summary of Refinancing Transactions:[2]	The Refinancing Transactions address $11,750,000,000 of the Company Parties' funded debt obligations. The Refinancing Transactions described in this Term Sheet relate to the DBS Notes, the DBS SubscriberCo Term Loans and the DBS SubscriberCo Preferred, as each such term is defined in **Annex 1** hereto. As contemplated herein, each of the Refinancing Transactions will occur on either the Execution Date or the Effective Date (each as defined below); *provided that*, notwithstanding the following provisions, if elected by each of (i) the Consenting Creditors and (ii) the Company Parties, all Refinancing Transactions (including all payments and dismissal of the pending lawsuit) shall instead occur on the Effective Date (with only entry into the Restructuring Support Agreement occurring on the Execution Date). On or about the date when the Company Parties and the Consenting Creditors enter into the Restructuring Support Agreement (the "***Execution Date***"):

[2] Capitalized terms used but not defined in this summary shall have the meaning hereinafter ascribed to such terms. To the extent this "Transaction Overview" is inconsistent or conflicts with the "Terms" below, the "Terms" shall govern.

(1) DNC will pay DBS approximately $2,190,000,000 on account of the 2024 Intercompany Loans (which reflects the full principal, PIK interest and accrued and unpaid interest to November 30, 2025) plus any accrued and unpaid interest (including any interest paid in kind) to the date of such payment;

(2) DBS and EchoStar agree to make the nonrefundable $125,000,000 Claim Settlement Amount to the Consenting Creditors as set forth below;

(3) DBS will pay the Consenting Creditors an amount equal to $75,000,000 of the Claim Settlement Amount as set forth below;

(4) DBS will pay all of the obligations of DBS SubscriberCo with respect to the DBS SubscriberCo Term Loans and the DBS Subscriber Preferred;

(5) DBS SubscriberCo (and the DBS subscribers therein) will be reconsolidated with DBS such that credit support for the DBS Notes will include all of the subscribers of the DBS Pay TV business;

(6) all Company Parties or their affiliates that, in each case, hold the SlingTV business assets will be consolidated with DBS such that credit support for the DBS Notes will include the full value of the SlingTV business;

(7) the indenture for the DBS 2028 Secured Notes will be amended to include the DBS Cash Sweep as set forth below;

(8) as set forth below, the indentures for the DBS Notes will be amended to (a) limit the circumstances under which DBS (or, in the case of a business combination, the surviving entity) may upstream cash or other value, including (i) tax distributions by DBS being limited to the lesser of (x) the cash tax liability of DBS as a stand-alone corporate entity without giving effect to tax sharing agreements and (y) DBS's proportionate share (based on taxable income) of the cash taxes of the consolidated group, (ii) direct and indirect upstream payments to affiliates of DBS in respect of usage of satellites (or other related services) being limited to market rates and (iii) direct and indirect upstream payments being limited to the portion of corporate overhead reasonably allocable to DBS, (b) limit the ability of DBS and its subsidiaries to engage in further financing transactions

constituting priming financings and other liability management transactions (to be defined in a manner mutually agreed), (c) reflect such modifications reasonably necessary to facilitate a potential DirecTV business combination, consisting of: (i) a waiver or amendment to the applicable definition of "Change of Control" to permit such business combination so long as the following prong (ii) is met; and (ii) the requirement that the combined company's total net leverage ratio not exceed 2.75x at closing of the business combination, and (d) restrict DBS's and, if the DirecTV business combination is consummated, the combined company's ability to incur any new debt for borrowed money with a maturity date before June 30, 2029;

(9) the Consenting Creditors will cause the Lawsuit to be dismissed with prejudice; and

(10) the parties will enter into Mutual Releases as provided below, which shall be held in escrow and become effective only as of the Effective Date.

On or about the date on which the parties consummate the remaining Refinancing Transactions in accordance with the agreed terms set forth in the Restructuring Support Agreement and this Term Sheet (the "***Effective Date***") or, in the case of items (1)–(3) below, on or before the date of consummation of the transactions contemplated by the License Purchase Agreement dated as of August 25, 2025 by and among EchoStar Corporation, the other Seller Parties set forth therein, and AT&T Mobility II LLC (the "***AT&T Closing Date***"):[3]

(1) DNC will pay DBS approximately $2,845,000,000 plus accrued and unpaid interest on account of the 2021 Intercompany Loan – Tranche B; *provided* that if such payment has not been made by December 1, 2026, it will be made on such date;

(2) DNC will pay or otherwise satisfy and discharge in full approximately $4,767,000,000 plus accrued and unpaid

[3] The Effective Date shall not occur prior to (1) satisfaction or waiver of the conditions precedent specified in the Restructuring Support Agreement, as applicable, (2) if the Company Parties elect to implement the Refinancing Transactions through Chapter 11 Cases, the effective date of the Chapter 11 Plan, and (3) the AT&T Closing Date. For the avoidance of doubt, the EchoStar Guaranty (as defined in the Restructuring Support Agreement) shall survive the Effective Date in accordance with the terms of the Restructuring Support Agreement.

interest on account of the 2021 Intercompany Loan – Tranche A;

(3) any and all liens or encumbrances with respect to the collateral that secures the 2021 Intercompany Loan will be released;

(4) as provided below, the indentures for the DBS 2026 Notes will be amended to permit such notes to be redeemed, at any time after March 31, 2026, at par plus accrued and unpaid interest to any such date of redemption without any premium, penalty, or charge;

(5) if the amendments reflected in item (4) above are implemented, DBS will redeem any remaining DBS 2026 Unsecured Notes at par plus accrued and unpaid interest to any such date of redemption without any premium, penalty, or charge as provided below;

(6) on June 1, 2026, EchoStar Corporation will pay the Consenting Creditors such portion of the $125,000,000 Claim Settlement Amount, if any, that the Consenting Creditors have not received from another Company Party or affiliate thereof as of such date as set forth below; and

(7) the Mutual Releases shall become effective.

Under certain circumstances, a further $175,000,000 could be available from certain affiliates of DBS for the redemption of the DBS 2028 and 2029 Notes.

Overall, the Refinancing Transactions will deleverage the Company Parties, simplify their capital structure, and favorably position the Company Parties to continue to deliver value to customers and stakeholders.

For the avoidance of doubt, other than as specified herein, the Refinancing Transactions will not affect the terms of or the applicable Company Parties' obligations under or with respect to the DBS Notes. The Refinancing Transactions will not affect the DNC Notes.

Terms

Execution Date Transactions

Repayment of 2024 Intercompany Loans	On or as soon as reasonably practicable after the Execution Date, DNC shall pay (or cause to be paid) the following amounts: (1) to DBS, cash in the amount of approximately $1,631,000,000 plus accrued and unpaid interest (including any interest paid in kind) to the date of such payment, in full and final satisfaction of the June 2024 intercompany loan from DBS to DNC, which matures on August 13, 2028 (the "***June 2024 Intercompany Loan***"); and (2) to DBS, cash in the amount of approximately $510,000,000 plus accrued and unpaid interest (including any interest paid in kind) to the date of such payment, in full and final satisfaction of the September 2024 intercompany loan from DBS to DNC, which matures on November 13, 2028 (the "***September 2024 Intercompany Loan***" and, together with the June 2024 Intercompany Loan, the "***2024 Intercompany Loans***").
DBS's Claim Settlement Amount:	On the Execution Date, DBS shall pay the Consenting Creditors $75,000,000 of the nonrefundable $125,000,000 payment (the "***Claim Settlement Amount***") payable to the Consenting Creditors for their support of the Consenting Creditors of the Refinancing Transactions and the payment of the reasonable and documented professional fees of Milbank LLP and Lazard Frères & Co. LLC incurred up to and including the Execution Date; *provided, however*, that the Claim Settlement Amount will be allocated as determined by the steering committee of the ad hoc group of holders of the DBS Notes represented by Milbank LLP (the "***Steering Committee***").[4] As of the Execution Date, EchoStar Corporation agrees to pay, on June 1, 2026, such portion of the $125,000,000 Claim Settlement Amount owed to the Consenting Creditors, if any, that the Consenting Creditors have not received from another Company Party or affiliate thereof as of such date.

[4] The Company shall cooperate with the Consenting Creditors to allocate the Claim Settlement Amount as determined by the Steering Committee. Any Consenting Creditor entitled to receive any portion of the Claim Settlement Amount as set forth in this Term Sheet, subject to the allocation of the Claim Settlement Amount as determined by the Steering Committee (as defined below), shall have the right to appoint one or more designees to receive such portion of the Claim Settlement Amount on such Consenting Creditor's behalf.

	In addition, if the Chapter 11 Election is made, DBS shall pay the reasonable and documented professional fees of Milbank LLP and Lazard Frères & Co. LLC incurred during the chapter 11 cases on a current basis; *provided* that such fees and expenses shall not exceed $10,000,000 in the aggregate solely for the first 180 days of the chapter 11 cases (and thereafter no cap shall apply).
DBS SubscriberCo Repayments:	On or as soon as reasonably practicable after the Execution Date, DBS shall pay all of the obligations of DBS SubscriberCo with respect to the DBS SubscriberCo Term Loans and the DBS Subscriber Preferred.
DBS SubscriberCo Reconsolidation:	On or as soon as reasonably practicable after the Execution Date, (1) DBS SubscriberCo (and the DBS subscribers and other assets therein) shall be reconsolidated with DBS such that the credit support for the DBS Notes shall include all of the subscribers and other assets of the DBS Pay TV business and (2) to the extent they continue to exist after the reconsolidation referenced in clause (1), DBS SubscriberCo and its Subsidiaries shall be designated as Restricted Subsidiaries (as each such term is defined in the DBS Notes indentures) and joined as additional guarantors for purposes of the indentures and security documents governing all the DBS Notes.
SlingTV Business Consolidation:	On or as soon as reasonably practicable after the Execution Date, (1) all Company Parties or their affiliates that, in each case, hold subscribers and other assets of the SlingTV business shall be consolidated with DBS such that the credit support for the DBS Notes shall include all of the value of the SlingTV business and (2) such entities shall be designated as Restricted Subsidiaries and joined as additional guarantors for purposes of the indentures and security documents governing all the DBS Notes.
DBS 2028 Secured Notes Cash Sweep:	On the Execution Date, the indenture for the DBS 2028 Secured Notes shall be amended to require DBS to make an offer to repurchase DBS 2028 Secured Notes principal and accrued and unpaid interest on such notes, in each case at par without any premium, penalty, or charge, in an amount such that the price payable in connection with each such repurchase equals DBS's "Available Cash" (to be measured based on balance sheet cash at quarter end and defined in a manner to be mutually agreed) in excess of $500,000,000. The required offer to repurchase (or, as set forth below, the required redemptions on and after the Effective Date if the

	Refinancing Transactions are implemented under a chapter 11 plan for DBS) (in each case, the "***DBS Cash Sweep***") shall be made on a quarterly basis commencing with the fiscal quarter ending March 31, 2027 (and with respect to the Available Cash for such quarter); *provided*, *however*, that the DBS Cash Sweep shall be suspended automatically if DBS consummates a DirecTV business combination (whether by merger, acquisition or other transaction) (1) so long as the combined company reaches (and remains below) a total net leverage ratio of less than 2.25x or (2) so long as the aggregate principal amount of the DBS 2028 Secured Notes is reduced (and remains below) to 50% or less of the aggregate principal amount of such notes outstanding as of the execution of the Restructuring Support Agreement; *provided*, *further*, that the combined company shall not be permitted to make restricted payments under the indentures for the DBS 2028 and 2029 Notes.
Other Amendments to DBS Note Indentures:	On the Execution Date, the indentures for each of the DBS Notes shall be amended, on terms to be mutually agreed in Definitive Documentation, to (1) limit the circumstances under which DBS (or, in the case of a business combination, the surviving entity) may upstream cash or other value, including (i) tax distributions by DBS being limited to the lesser of (x) the cash tax liability of DBS as a stand-alone corporate entity without giving effect to tax sharing agreements and (y) DBS's proportionate share (based on taxable income) of the cash taxes of the consolidated group, (ii) direct and indirect upstream payments to affiliates of DBS in respect of usage of satellites (or other related services) being limited to market rates and (iii) direct and indirect upstream payments being limited to the portion of corporate overhead reasonably allocable to DBS, (2) limit the ability of DBS and its subsidiaries to enter into further financing transactions constituting priming financings or liability management transactions (to be defined in a manner to be mutually agreed), (3) reflect such modifications reasonably necessary to facilitate a potential DirecTV business combination (whether by merger, acquisition or other transaction), consisting of: (a) a waiver or amendment to the applicable definition of "Change of Control" to permit such business combination so long as the following prong (b) is met; and (b) the requirement that the combined company's total net leverage ratio not exceed 2.75x at closing of the business combination, and (4) restrict DBS's and, if the DirecTV business combination is consummated, the combined company's ability to incur any new debt for borrowed money with a maturity date before June 30, 2029; *provided further*, *however*, that such amendments shall permit DBS to pay or

upstream cash for amounts owed to affiliates in the ordinary course, including, without limitation, for satellite lease payments and tax obligations (to be mutually agreed in the Definitive Documentation).

Dismissal of Lawsuit With Prejudice:	On or as soon as reasonably practicable after the Execution Date, the Consenting Creditors will cause the lawsuit captioned *U.S. Bank Tr. Co. Nat'l Ass'n v. DISH DBS Corp., et al.*, No. 1:24-cv-3646 (JGLC), pending in the United States District Court for the Southern District of New York (the "***Lawsuit***") to be dismissed with prejudice.
Mutual Releases:	On the Execution Date, the Company Parties and the Consenting Creditors shall execute mutual releases of any and all claims, rights, suits, damages, causes of action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or thereafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of laws, or otherwise, including, without limitation, causes of action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise, that any Company Party or Consenting Creditor would have been legally entitled to assert (whether individually or collectively) against the other, based on, relating to, or in any manner arising from, in whole or in part, any act taken or omitted to be taken on or prior to the Execution Date (the "***Mutual Releases***"); *provided*, *however*, that the Mutual Releases shall become effective as of the Effective Date.

Effective Date Transactions

Payment of Certain Intercompany Loans:	On or as soon as reasonably practicable after the AT&T Closing Date, DNC shall pay (or cause to be paid, or solely in the case of the 2021 Intercompany Loan – Tranche A, otherwise satisfy and discharge in full) the following amounts: (1) to DBS, cash in the amount of approximately $2,845,000,000 plus accrued and unpaid interest (including any interest paid in kind) to the date of such payment, in full and final satisfaction of the loan tranche that matures on December 1, 2028 under that certain Loan and Security Agreement dated November 26, 2021 between DBS, as lender, and DNC, as borrower (the "***2021 Intercompany Loan – Tranche B***"); *provided* that if such payment has not been made by December 1, 2026, it will be made on such date; and

(2) the amount of approximately $4,767,000,000 plus accrued and unpaid interest (including any interest paid in kind) to the Effective Date, in full and final satisfaction of the loan tranche that matures on December 1, 2026 under that certain Loan and Security Agreement dated November 26, 2021 between DBS, as lender, and DNC, as borrower, the receivable for which DBS transferred to EchoStar Intercompany Receivable Company L.L.C. in January 2024 (the "***2021 Intercompany Loan – Tranche A***" and, collectively with the Tranche B Intercompany Loan, the "***2021 Intercompany Loan***").

Release of Liens:	Concurrently with DNC's payment of all amounts owed under the 2021 Intercompany Loan, all liens or encumbrances with respect to the collateral that secures the 2021 Intercompany Loan shall be released.
DBS 2028 Secured Notes Cash Sweep:	On the Effective Date, if the Refinancing Transactions are implemented pursuant to a chapter 11 plan of reorganization of DBS (a "***DBS Chapter 11 Plan***"), the indenture for the DBS 2028 Secured Notes shall be further amended to require DBS to redeem DBS 2028 Secured Notes principal and accrued and unpaid interest on such notes, in each case at par without any premium, penalty, or charge, in an amount such that the price payable in connection with each such redemption equals DBS's "Available Cash" (to be measured based on balance sheet cash at quarter end and defined in a manner to be mutually agreed) in excess of $500,000,000, which required redemption shall be made by DBS on a quarterly basis commencing with the fiscal quarter ending March 31, 2027 (and with respect to the Available Cash for such quarter); *provided*, *however*, that the DBS Cash Sweep shall be suspended automatically if DBS consummates a DirecTV business combination (whether by merger, acquisition or other transaction) (1) so long as the combined company reaches (and remains below) a total net leverage ratio of less than 2.25x or (2) so long as the aggregate principal amount of the DBS 2028 Secured Notes is reduced (and remains below) to 50% or less of the aggregate principal amount of such notes outstanding as of the execution of the Restructuring Support Agreement; *provided*, *further*, that the combined company shall not be permitted to make restricted payments under the indentures for the DBS 2028 and 2029 Notes.
Amendments to Optional Redemption	On the Effective Date, if the Refinancing Transactions are implemented pursuant to a DBS Chapter 11 Plan that is binding on all holders of the DBS 2026 Notes, the indentures for each of

Provisions of the DBS 2026 Note Indentures:	the DBS 2026 Notes shall be further amended to permit the obligations thereunder to be redeemed, at any time after March 31, 2026, by paying the outstanding principal at par plus accrued and unpaid interest, if any, to the date of redemption, without any premium, penalty, or charge.
Redemption of DBS 2026 Unsecured Notes:	On the later of (1) March 31, 2026 and (2) the Effective Date, DBS shall redeem any remaining DBS 2026 Unsecured Notes at a redemption price equal to 100.0% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of redemption.
EchoStar's Claim Settlement Amount:	On June 1, 2026, EchoStar Corporation shall pay the Consenting Creditors the balance of the $125,000,000 Claim Settlement Amount (in accordance with the allocation as determined by the Steering Committee) net of (1) the $75,000,000 payment made by DBS on the Execution Date (to the extent allocated as determined by the Steering Committee) and (2) any amounts paid by any Company Party or affiliate thereof that are applied to the Claim Settlement Amount as provided herein (to the extent allocated as determined by the Steering Committee).
Mutual Releases:	The Mutual Releases are to be held in escrow and shall become effective only as of the Effective Date.
Tax Structure:	The Refinancing Transactions will be implemented in a tax-efficient manner as agreed in good faith among the Company Parties and the Consenting Creditors.

Chapter 11 Election and Related Terms

Company Party Election:	The Company Parties shall notify counsel to the ad hoc committee of holders of DBS Notes, on or before March 31, 2026 (the "***Election Date***"), of their intent, subject to approval by their respective boards of directors or managers, to accomplish the Refinancing Transactions through confirmation of the Chapter 11 Plan (the "***Chapter 11 Election***"). The Company Parties may make the Chapter 11 Election at any time up to and including 11:59 p.m. (prevailing Eastern Time) on the Election Date by providing written notice (email being sufficient) to counsel to the Consenting Creditors. The Election Date may be extended, in the Company Parties' discretion, in one or more increments of up to a total of ninety (90) days by providing written notice (email being sufficient) to counsel to the Consenting Creditors. If the Company Parties wish to further extend such date beyond the ninety (90) days permitted under the foregoing sentence, then

	such date may be further extended with the written consent of the Consenting Creditors (email being sufficient), which consent shall not unreasonably be withheld.
Venue:	The Chapter 11 Cases shall be commenced in the United States Bankruptcy Court for the Southern District of Texas or such other bankruptcy court where the Company Parties determine, in consultation with the Consenting Creditors, that venue is proper under applicable law.
Supporting Noteholder Obligations:	The Consenting Creditors shall agree to customary affirmative and negative covenants that shall apply if the Company Parties make the Chapter 11 Election, which covenants shall be set forth in Definitive Documentation.
Company Party Obligations:	The Company Parties shall agree to customary affirmative and negative covenants, including milestones, that shall apply if the Company Parties make the Chapter 11 Election, which covenants shall be set forth in Definitive Documentation.
DBS Notes Interest:	Interest on the DBS Notes will be paid in full in cash on a current basis during the Chapter 11 Cases on the terms and at the rates set forth in the indentures for the DBS Notes (including, for the avoidance of doubt, from and after the applicable maturity date consistent with the prematurity interest schedule if the Chapter 11 Cases extend past such date, unless such DBS Notes are repaid, redeemed or repurchased in full on or prior to such maturity date).

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ANNEX 1

Definitions

"***DBS 2026 Notes***" means, collectively, the DBS 2026 Secured Notes and the DBS 2026 Unsecured Notes.

"***DBS 2026 Secured Notes***" means the 5.25% Senior Secured Notes due 2026, in the aggregate principal amount of $2,750,000,000, issued by DBS pursuant to that certain Secured Indenture, dated November 26, 2021, by and among DBS, the guarantors identified therein, and U.S. Bank National Association, as trustee and collateral agent.

"***DBS 2026 Unsecured Notes***" means the 7.75% Senior Notes due 2026, in the aggregate principal amount of $2,000,000,000, issued by DBS pursuant to that certain Indenture, dated June 13, 2016, by and among DBS, the guarantors listed on the signature page, and U.S. Bank National Association, as trustee.

"***DBS 2028 and 2029 Notes***" means, collectively: (1) the 5.125% Senior Notes due 2029, in the aggregate principal amount of $1,500,000,000, issued by DBS pursuant to that certain Indenture, dated May 24, 2021, by and among DISH DBS Corporation, the guarantors identified therein, and U.S. Bank National Association, as trustee; and (2) the DBS 2028 Notes.

"***DBS 2028 Notes***" means, collectively, the DBS 2028 Secured and DBS 2028 Unsecured Notes.

"***DBS 2028 Secured Notes***" means the 5.75% Senior Secured Notes due 2028, in the aggregate principal amount of $2,500,000,000, issued by DBS pursuant to that certain Secured Indenture, dated November 26, 2021, by and among DBS, the guarantors identified therein, and U.S. Bank National Association, as trustee and collateral agent.

"***DBS 2028 Unsecured Notes***" means the 7.375% Senior Notes due 2028, in the aggregate principal amount of $1,000,000,000, issued by DBS pursuant to that certain Indenture, dated July 1, 2020, by and among DISH DBS Corporation, the guarantors identified therein, and U.S. Bank National Association, as trustee.

"***DBS Notes***" means, collectively, the DBS 2026 Notes and the DBS 2028 and 2029 Notes.

"***DBS SubscriberCo Preferred***" means the redeemable preferred equity interests issued by DBS SubscriberCo to certain investors with an aggregate liquidation preference of $200,000,000, which mature on June 30, 2029 and have a preferential cumulative return that accumulates at a rate of 13.75% per annum.

"***DBS SubscriberCo Term Loans***" means the term loans under that certain Loan and Security Agreement dated as of September 29, 2024 by and among DBS SubscriberCo, Alter Domus (US) LLC, as administrative agent, and the lenders party thereto, in the aggregate principal amount of $1,800,000,000, which mature on June 30, 2029 and accrue interest at a rate of 11.25% per annum.

"***DNC Notes***" means the 11.75% Senior Secured Notes due 2027, in the aggregate principal amount of $3,500,000,000, issued by DNC pursuant to that certain Secured Indenture, dated as of November 15, 2022, by and among DNC, the guarantors listed on the signature page, and U.S. Bank National Association, as trustee and collateral agent.

ANNEX 2

Recovery Allocations

In connection with the Company Parties making the Chapter 11 Election, the following provisions shall apply.

Scope of Chapter 11 Cases:	In addition to commencing Chapter 11 Cases for DBS and some or all of its subsidiaries as necessary or desirable to implement the Refinancing Transactions as they pertain to the DBS Notes, Chapter 11 Cases would be commenced for DISH Wireless L.L.C. ("***DWLLC***"), its subsidiaries, and such affiliates as necessary or desirable to implement the Refinancing Transactions and resolve trade obligations and other issues identified by the Company Parties, which (in addition to DWLLC) may include: DISH Infinite Corporation DISH Wireless Leasing L.L.C. DISH Wireless Retail Holding L.L.C. DISH Wireless Retail Operating L.L.C. Neyland Networks LLC Upon a determination by DWLLC and any of the foregoing entities to commence a Chapter 11 Case, it and they shall execute and deliver a counterpart signature page to the Restructuring Support Agreement to counsel to the ad hoc group of holders of DBS Notes.
DNC Intercompany Loan Assignment:	As partial consideration for the agreements of the Consenting Creditors set forth in the Term Sheet, DNC shall assign to DBS, and DBS shall assign to a newly formed trust, acting as agent, for the benefit of the relevant indenture trustees on behalf of the holders of DBS Notes (the "***Claims Trust***"), its claims against DWLLC under that certain Loan Agreement dated as of August 22, 2025, by and among DWLLC and DNC, in the aggregate amount of $8,856,507,760.88, comprised of principal plus accrued and unpaid PIK interest as of June 28, 2026 (such loan, the "***DWLLC Intercompany Loan***" and the claims relating to such loan, the "***Assigned Claims***") (it being understood that interest on such DWLLC Intercompany Loan ceased as of June 28, 2026), subject to the Recovery Cap and the provisions hereof governing any Excess Recovery and any Residual Recovery (each as defined below). For the avoidance of doubt, the Claims Trust, as agent, shall cast votes to accept the Plan on account of the Assigned Claims on behalf of all beneficial holders of 2028 and 2029 Notes in proportion to their respective holdings of DBS Notes.

Extinguishment of EchoStar Financing Loan:	Prior to the commencement of Chapter 11 Cases, the intercompany loan from EchoStar Financing L.L.C. to DWLLC, in the principal amount of $3,890,491,943.00, shall be contributed to DWLLC such that the loan shall have been extinguished as of the date of commencement of Chapter 11 Cases.
Terms of Claims Trust:	Trustee: Wilmington Savings Fund Society, FSB, or another trustee (which may be a trustee under one or more of the DBS Notes Indentures) (the "***Claims Trustee***") appointed by the Steering Committee. Governance: The Claims Trustee will initially act at the direction of the Steering Committee (the "***Instructing Party***"), including to vote the claims held by the Claims Trust in the Chapter 11 Cases, as applicable. On the Effective Date of the Chapter 11 Cases, the Steering Committee shall be entitled to resign as the Instructing Party under the trust agreement governing the Claims Trust, in which case DBS, as trustor, shall be entitled to appoint a replacement Instructing Party in consultation with the indenture trustee for the DBS 2028 Secured Notes. If the Steering Committee resigns in accordance with the preceding sentence, Milbank shall be entitled to resign as special counsel to the Claims Trust. Required Distributions: The Claims Trust will recover from the DWLLC estate and distribute such proceeds as provided below under "Recoveries from DWLLC's Estate and the FCC Trust." Indemnity and Trustee Fees: The Claims Trustee and each Consenting Creditor will have the benefit of a customary indemnity and the Claims Trustee shall receive a customary fee related to the services it will provide. The indemnity will cover, among other customary matters, claims and actual, necessary and documented costs of the Claims Trustee related to the Chapter 11 Cases and any related litigations or other matters, including as such litigations or other matters relate to the submission by the Claims Trustee of the Assigned Claims to the FCC Trust (as defined below). The Claims Trustee will appoint Milbank LLP as special counsel to the Claims Trust in respect of the Assigned Claims and related litigations (and may retain separate corporate counsel for the Claims Trustee on customary terms). For the avoidance of doubt, the indemnity and reimbursement described above shall be separate from the $10,000,000 expense reimbursement and other fees and expense reimbursements

described in the Term Sheet under "DBS's Claim Settlement Amount," and shall be paid in cash, in full on a current basis during the pendency of the Chapter 11 Cases. All reasonable and documented professional fees and expenses incurred by Milbank LLP (or any successor counsel thereto) in connection with its representation of the Claims Trust as special counsel are "Ad Hoc Group Professional Fees" within the meaning of the Restructuring Support Agreement.

Termination: The Claims Trust will terminate immediately after it distributes all of the amounts it recovers from the DWLLC estate on account of the Assigned Claims following the Effective Date.

Other Terms: The Claims Trust will otherwise have customary terms, as reasonably agreed among the Claims Trustee, the Company Parties and the Steering Committee.

Recoveries from FCC Trust:

The Claims Trust or the indenture trustees for the DBS Notes, as applicable, shall be entitled to submit the Assigned Claims to the Wireless Creditor Trust (the "***FCC Trust***") formed pursuant to Order 26-470 of the Federal Communications Commission in accordance with the FCC Trust Agreement.

Recoveries from DWLLC's Estate and the FCC Trust:

On the Effective Date, the Claims Trust or the relevant indenture trustees for the DBS Notes, as applicable, shall be entitled to recover from DWLLC's estate and/or the FCC Trust on account of the Assigned Claims, with any recoveries to be distributed as follows:

first, up to a maximum aggregate recovery of $300,000,000 (the "***Recovery Cap***"), to the trustees under the DBS Notes to optionally redeem, pro rata, a corresponding aggregate principal amount of DBS 2028 and 2029 Notes calculated based on the applicable redemption price of each such series of DBS Notes as provided in the relevant indentures;

second, if the Claims Trust recovers any amounts in excess of the Recovery Cap (the "***Excess Recovery***"), then the Claims Trust shall (a) hold the Excess Recovery in trust for the benefit of the indenture trustee for the DBS 2028 Secured Notes on behalf of the holders of the DBS 2028 Secured Notes and (b) promptly remit the Excess Recovery to such trustee (without set-off or counterclaim), to be applied solely to redeem a corresponding aggregate amount of principal and accrued and unpaid interest on

DBS 2028 Secured Notes then outstanding, in each case at par without any premium, penalty, or charge (pursuant to provisions of the Secured Indenture to be amended to implement such redemption feature); and

third, if the Excess Recovery exceeds the amount payable or to be paid under "*second*" above (the "***Residual Recovery***"), then the Claims Trust shall (a) hold the Residual Recovery in trust for the benefit of the indenture trustee(s) for the DBS 2028 Unsecured Notes and the DBS 2029 Unsecured Notes on behalf of holders such notes and (b) promptly remit the Residual Recovery to such trustee(s) (without set-off or counterclaim), to be applied solely to redeem, pro rata, a corresponding aggregate amount of principal and accrued and unpaid interest on the DBS 2028 Unsecured Notes and the DBS 2029 Unsecured Notes then outstanding, in each case at par without any premium, penalty, or charge (pursuant to provisions of the indentures governing the 2028 Unsecured Notes and the 2029 Unsecured Notes to be amended to implement such redemption features).

For the avoidance of doubt, application of the foregoing recoveries to redeem DBS 2028 Secured Notes on the terms provided herein is in addition to, and not in lieu of, the DBS Cash Sweep.

EchoStar's Claim Settlement Amount:	EchoStar Corporation is subrogated to the rights and claims of the Consenting Creditors against DWLLC in respect of the $50,000,000 portion of the Claim Settlement Amount that it paid to the Consenting Creditors on June 1, 2026.
Tax Reporting:	Tax reporting for the assignment of the DWLLC Intercompany Loan and the related transactions shall be determined jointly by the Consenting Creditors and the Company Parties.

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EXHIBIT C

JOINDER

JOINDER TO RESTRUCTURING SUPPORT AGREEMENT

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement (the "**Agreement**"),[1] dated as of _____, 2026, by and among the Company Parties, EchoStar, DNC and the Consenting Creditors and agrees to be bound by the terms and conditions thereof to the extent the other Parties are thereby bound, and be deemed a Consenting Creditor thereunder with respect to any and all Company Claims and DNC Notes Claims held by Joinder Party as of the date hereof or hereafter acquired.

Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date hereof.

[JOINDER PARTY]

Dated: _____, 2026

By: _____
Name:
Title:
Email:
Mailing Address:

Company Claims held by Joinder Party:

$_____ of DBS 2026 Secured Notes

$_____ of DBS 2026 Unsecured Notes

$_____ of DBS 2028 Secured Notes

$_____ of DBS 2028 Unsecured Notes

$_____ of DBS 2029 Unsecured Notes

$_____ of DNC Notes

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT D

TRANSFER AGREEMENT

TRANSFER AGREEMENT

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement (the "**Agreement**"),[1] dated as of _____, 2026, by and among the Company Parties, EchoStar, DNC and the Consenting Creditors, including _____ ("**Transferor**"), which has agreed, subject to the execution of this Agreement, to transfer Company Claims or DNC Notes Claims, as applicable, to Transferee in the amounts set forth below.

Transferee hereby agrees to be bound by the terms and conditions of the Agreement to the extent Transferor was thereby bound, it being understood that Transferee shall hereafter be deemed to be a Consenting Creditor under the Agreement with respect to any and all Company Claims and DNC Notes Claims, including any and all Company Claims and DNC Notes Claims held by such Transferee before or as of the date hereof or hereafter acquired. Transferee specifically agrees to be bound by the vote of the Transferor if cast in favor of the Plan before the effectiveness of the transfer of the Company Claims and DNC Notes Claims, as applicable. If there is any inconsistency between this Transfer Agreement and the Agreement, the Agreement shall control in all respects.

Transferee acknowledges and agrees that it has reviewed, or has had the opportunity to review, with the assistance of professional and legal advisors of its choosing, the Agreement and that all representations and warranties set forth in the Agreement are true and correct in all material respects as of the date hereof with respect to Transferee.

This Transfer Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the Law of any other jurisdiction.

This Transfer Agreement shall take effect and shall become an integral part of the Agreement immediately upon its execution, and Transferee shall be deemed to be bound by all of the terms, conditions and obligations of the Agreement as of the date hereof.

[TRANSFEREE]

Dated: _____, 2026

By: _____
Name:
Title:
Email:
Mailing Address:

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Company Claims and DNC Notes Claims Transferred:

$_____ of DBS 2026 Secured Notes

$_____ of DBS 2026 Unsecured Notes

$_____ of DBS 2028 Secured Notes

$_____ of DBS 2028 Unsecured Notes

$_____ of DBS 2029 Unsecured Notes

$_____ of DNC Notes

[Remainder of Page Intentionally Left Blank]

EXHIBIT E

DISMISSAL STIPULATION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacities as Trustees, Plaintiffs, v. DISH DBS CORPORATION, DISH NETWORK CORPORATION, DISH NETWORK L.L.C., ECHOSTAR INTERCOMPANY RECEIVABLE COMPANY L.L.C., DISH DBS ISSUER LLC, and DBS INTERCOMPANY RECEIVABLE L.L.C., Defendants.	No. 1:24-cv-3646 (JGLC)

NOTICE OF AGREEMENT AND
STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto, through their undersigned counsel, that in accordance with an agreement providing for the resolution of all claims asserted in the above-captioned matter and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), this action shall be, and hereby is, dismissed with prejudice.

DATED: _____, 2026
New York, New York

Respectfully submitted,

/s/
Dennis F. Dunne
Nelly Almeida
MILBANK LLP
55 Hudson Yards
New York, NY 100001
Telephone: (212) 530-5770
Facsimile: (212) 822-5770

- and -

Andrew M. Leblanc
MILBANK LLP
1101 New York Avenue NW,

Washington, D.C. 20005
Telephone: (202) 835-7574
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- and –

Samir L. Vora (admitted *pro hac vice*)
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Attorneys for Defendants

SO ORDERED this ___ day of _____, ____:

_____
Jessica G.L. Clarke
United States District Judge

EXHIBIT F

FORM OF SUPPLEMENTAL INDENTURE

[FORM OF]
SUPPLEMENTAL INDENTURE

[FIRST][SECOND] SUPPLEMENTAL INDENTURE ("Supplemental Indenture"), dated as of March [__], 2026, among DISH DBS Corporation, a Colorado corporation (the "Company"), the guarantors listed on the signature pages hereto (the "Initial Guarantors"), Sling TV Holding L.L.C., a Colorado limited liability company ("Sling TV Holding"), Sling TV Purchasing L.L.C., a Colorado limited liability company ("Sling TV Purchasing"), Sling TV L.L.C., a Colorado limited liability company ("Sling TV"), Sling TV Gift Card Corporation, a Virginia corporation ("Sling TV Gift Card"), Sling Media, L.L.C., a Delaware limited liability company ("Sling Media" and, together with Sling TV Holding, Sling TV Purchasing, Sling TV and Sling TV Gift Card, the "Supplemental Guarantors" and each a "Supplemental Guarantor" and together with the Initial Guarantors, the "Guarantors"), [Wilmington Savings Fund Society, FSB, a Delaware federal saving bank (as successor to U.S. Bank Trust Company National Association) as successor trustee (the "Trustee")][U.S. Bank Trust Company, National Association, a national banking association (the "Trustee")] and U.S. Bank Trust Company, National Association, a national banking association, as collateral agent (the "Collateral Agent").

RECITALS

WHEREAS, the Company, the guarantors named therein, the Trustee and the Collateral Agent entered into that certain [secured indenture, dated as of November 26, 2021 (the "Secured Indenture"), relating to the issuance of 5.25% Senior Secured Notes due 2026 (the "2026 Secured Notes") and 5.75% Senior Secured Notes due 2028 (the "2028 Secured Notes" and together with the 2026 Secured Notes, the "Secured Notes")][1][indenture, dated as of June 13, 2016 (the "Indenture"), relating to the issuance of 7.75% Senior Notes due 2026 (the "Notes")][indenture, dated as of July 1, 2020 (the "Indenture"), relating to the issuance of 7.375% Senior Notes due 2028 (the "Notes")][indenture, dated as of May 24, 2021 (the "Indenture"), relating to the issuance of 5.125% Senior Notes due 2029 (the "Notes")];

WHEREAS, Section 9.02 of the Indenture authorizes the Company, the Initial Guarantors, the Trustee and the Collateral Agent to enter into a supplemental indenture to amend the Indenture as set forth in Article 2 hereof (each, an "Amendment" and collectively, the "Amendments") with the written consent of the Holders of at least a majority (and, in the case of certain amendments related to definitions used in Section 4.15 of the Indenture, 66-2/3%) of the aggregate principal amount of the Notes of such series then outstanding (the "Requisite Consents");

WHEREAS, the Company has obtained the Requisite Consents to the Amendments to the Indenture as set forth in Article 2 hereof;

WHEREAS, Section 9.01(d) of the Indenture authorizes the Company, the Guarantors, the Trustee [and the Collateral Agent] to enter into a supplemental indenture to amend the Indenture to add Guarantees (the "Supplemental Guarantees") [or Collateral] as set forth in Article 3 hereof without the consent of any Holders;

WHEREAS, Section 12.02 of the Indenture provides to evidence its Guarantee under the Indenture, each Guarantor shall deliver an executed Guarantee;

WHEREAS, each of the Company and each of the Guarantors has been authorized by the resolutions of the board of directors by the Company to enter into this Supplemental Indenture, the Supplemental Guarantees [and the Supplemental Collateral Documents (as defined herein)];

WHEREAS, the Company (i) has requested that the Trustee and Collateral Agent execute and deliver this Supplemental Indenture to implement the Amendments, the Supplemental Guarantees and the Supplemental Collateral Documents, (ii) has delivered to the Trustee and Collateral Agent an Officer's Certificate of the Company

[1] NTD: References to "Indenture" and "Notes" to be globally updated to "Secured Indenture" and "Secured Notes," respectively, in the Supplemental Indenture for the DBS Secured Notes. Additionally, various references herein to the Collateral Agent, the Supplemental Collateral Documents and related matters to the collateral package are bracketed herein so as to only be included in the Supplemental Indenture for the DBS Secured Notes

and an Opinion of Counsel in accordance with Sections 4.13, 7.02(b), 9.01, 9.02, 9.06 and [13.04][11.04] of the Indenture; and (iii) in connection with the foregoing, the Company has complied with and satisfied all conditions precedent and covenants in the Indenture [and the Security Agreement] relating to the execution and delivery of this Supplemental Indenture, the Supplemental Guarantees [and Supplemental Collateral Documents]; and

WHEREAS, pursuant to Article 9 and Section [13.04][11.04] of the Indenture and subject to receipt of deliverables stated therein, each of the Trustee and Collateral Agent is authorized to execute and deliver this Supplemental Indenture.

AGREEMENT

NOW THEREFORE, in consideration of the premises and covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the equal and proportionate benefit of the Holders of each series of the Notes, the Company, the Guarantors, the Trustee and the Collateral Agent 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. *Amendments.* The following portions of the Indenture (with any consequential changes to be made to the Notes, as applicable) are hereby amended as set forth below.

(a) *Section 1.01 (Definitions) of the Indenture is hereby amended by inserting the text therein which is double underlined (indicated textually in the same manner as the following example: double underlined text), in each case, in the place where such text appears below:*

"Acquisition Secured Leverage Ratio" means, with respect to any acquisition and any fiscal quarter, the ratio, calculated on a pro forma basis in accordance with GAAP and Article 11 of Regulation S-X of: (a) the Indebtedness of the Company and its Restricted Subsidiaries that is secured by a Lien, as of the end of such fiscal quarter to (b) the Business Combination Consolidated Cash Flow for the Company for such fiscal quarter (calculated as if such acquisition were a Business Combination and the Company on a pro forma basis were the Combined Company).

["Available Cash" means, with respect to any fiscal quarter of the Company, the excess, if positive, of (x) the "unrestricted" cash as set forth on the consolidated balance sheet of the Company and its Restricted Subsidiaries for such fiscal quarter (provided that all cash outflows and inflows in the 21 days prior to the end of any fiscal quarter (including the last day of such fiscal quarter) are in the ordinary course of business and in accordance with industry practice and are not accelerated for the purpose of reducing the amount of Available Cash), over (y) $500,000,000.][2]

"Business Combination" means a transaction or series of related transactions in which the business of the Company and its Restricted Subsidiaries is combined with the business of DIRECTV Holdings, LLC ("DIRECTV") and its affiliates, including by means of a merger, consolidation, acquisition, business combination or any transaction involving the sale, assignment, transfer, conveyance, disposition of all or

[2] NTD: To be included in the Supplemental Indenture for the 2028 Secured Notes only.

substantially all of assets or properties, or equity interests, of the Company or its Restricted Subsidiaries with or to (as the case may be) DIRECTV and/or its affiliates.

"Business Combination Consolidated Cash Flow" means, with respect to the Combined Company and any measurement period, (1) the consolidated operating income of the Combined Company and its Restricted Subsidiaries (adjusted to exclude any income, gains, losses, expenses or charges that are non-recurring or extraordinary or related to any equity based or non-cash compensation charge or expense, including any such charge or expense arising from grants of stock appreciation, equity incentive programs or similar rights, stock options, restricted stock or other similar rights) for such measurement period, calculated in accordance with GAAP, plus (2) the consolidated depreciation and amortization of the Combined Company and its Restricted Subsidiaries for such measurement period, plus (3) the consolidated impairments of long-lived assets and goodwill of the Combined Company and its Restricted Subsidiaries for such measurement period. For the avoidance of doubt, no pro forma acquisition-related synergies or cost savings shall be adjusted for in the parenthetical in clause (1) above, and any such adjustments shall be made on a pro forma basis in accordance with the definition of "Business Combination Total Net Leverage Ratio," to the extent permitted by such definition.

"Business Combination Total Net Leverage Ratio" means, with respect to a Combined Company and any fiscal quarter, the ratio, calculated on a pro forma basis in accordance with GAAP and Article 11 of Regulation S-X of: (a) the Indebtedness of the Combined Company and its Restricted Subsidiaries, as of the end of such fiscal quarter *plus* the amount of any Indebtedness incurred subsequent to the end of such fiscal quarter (provided that the cash raised from the incurrence of any such Indebtedness shall not be included in the calculation set forth in this definition of "Business Combination Total Net Leverage Ratio") *minus* any cash that would not appear as "restricted" on a consolidated balance sheet of the Combined Company as of the end of such fiscal quarter to (b) the Business Combination Consolidated Cash Flow for the Combined Company and its Restricted Subsidiaries for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the Business Combination.

"Change of Control" means: (a) any transaction or series of transactions the result of which is that any Person (other than the Principal or a Related Party) individually owns more than 50% of the total Equity Interest of DISH Network Corporation; or (b) the first day on which a majority of the members of the Board of Directors of DISH Network Corporation are not Continuing Directors; provided that any Business Combination shall constitute a Change of Control unless immediately after giving effect to such Business Combination, the Business Combination Total Net Leverage Ratio (calculated with respect to the most recent fiscal quarter completed prior to the date of consummation of such Business Combination for which internal financial statements are available) is less than or equal to 2.75 to 1.0.

"Combined Company" means the combined company that is formed, incorporated, acquired or created pursuant to a Business Combination.

"Notes Obligations" means the Obligations of the Company and its Restricted Subsidiaries under this [Secured] Indenture, the [Secured Notes], the Guarantees and the [documents and instruments related thereto, including the security documents, mortgages and perfection documents related thereto].

"Priming Financing/Liability Management Transaction" means any exchange, refinancing, amendment or extension transaction (or any transaction specifically designed to circumvent the restrictions set forth in Section 4.25 but contemporaneously achieve the same effect as an exchange, refinancing, amendment or extension transaction) of any existing Indebtedness of the Company or any of its Restricted Subsidiaries (the "Existing LMT Debt") with any other Indebtedness or Preferred Equity Interests (including that of the Company or any of its Affiliates or of any other Person) (the "New LMT Debt") in a transaction that is designed to directly or indirectly "uptier", or has the effect of, "uptiering", holders of such Existing LMT Debt into contractually, effectively (including as to lien priority or recourse to additional assets or through a "double dip" or "pari plus" structure), temporally (i.e., having a shorter maturity) or structurally senior New LMT Debt ("Priming Debt") or the issuance of Priming Debt, in each case, other than: (1) Permitted Transactions, (2) the incurrence of Indebtedness to finance an acquisition secured by the acquired assets and/or guaranteed by an acquired entity, so long as (i) such Indebtedness and the acquisition

are otherwise permitted under this Indenture, (ii) any acquired assets that are pledged to secure such other Indebtedness are also pledged as Collateral to secure the Notes Obligations on a basis pari passu with or senior to such Indebtedness, (iii) any acquired entity becomes a Restricted Subsidiary and grants a Guarantee of the Notes Obligations under this Indenture and of such other Indebtedness pursuant to Section 4.13 as if such acquired entity had received a transfer of more than $100 million of assets from the Company and (iv) the pro forma Acquisition Secured Leverage Ratio is not greater than the Acquisition Secured Leverage Ratio prior to giving pro forma effect to such acquisition and related transactions, (3) Acquired Debt and (4) any Permitted Refinancing or Refinancing Indebtedness otherwise permitted under this Indenture, so long as (i) the relevant Indebtedness being refinanced was already Priming Debt, and (ii) the Permitted Refinancing or Refinancing Indebtedness is not more contractually, effectively, temporally or structurally senior to the Notes Obligations than the refinanced Indebtedness. For the avoidance of doubt, Indebtedness incurred to finance (or assumed in connection with) any Business Combination shall not be deemed to be a Priming Financing/Liability Management Transaction. For purposes of this Indenture, "Permitted Transactions" shall mean any transaction pursuant to which the Company and the Guarantors may incur secured Indebtedness (which secured indebtedness, to the extent any 2028 Secured Notes remain outstanding, shall be secured only by a lien in respect of the collateral securing the 2028 Secured Notes that ranks junior in priority (pursuant to customary intercreditor arrangements) to the liens on such collateral securing the 2028 Secured Notes, and is permitted at such time under Section 4.09 and Section 4.12 of this Indenture) that raises proceeds that are applied to redeem in full either or both of the 2020 DDBS Notes and/or the 2021 DDBS Notes; provided that to the extent that the Company elects to refinance either the 2020 DDBS Notes in full or the 2021 DDBS Notes in full but not both series concurrently, the remaining applicable 2020 DDBS Notes and/or the 2021 DDBS Notes shall be granted an equal and ratable lien with such new secured Indebtedness.

(b) [*Article 3 of the Secured Indenture is hereby amended by inserting the following new Section 3.09*:

Section 3.09 Offer to Repurchase 2028 Secured Notes

(a) No later than ten (10) Business Days after the date on which the financial statements with respect to each fiscal quarter of the Company are required to be delivered pursuant to Section 4.03, commencing with the fiscal quarter ending March 31, 2027, the Company shall, to the extent Available Cash exceeds $15,000,000 with respect to such fiscal quarter (each, an "Available Cash Completed Fiscal Quarter"), make an offer to all Holders of the 2028 Secured Notes (an "Available Cash Offer") to purchase the maximum principal amount of 2028 Secured Notes (such maximum to be calculated including accrued and unpaid interest thereon) that may be purchased out of the amount equal to the Available Cash with respect to such Available Cash Completed Fiscal Quarter, at an offer price in cash in an amount equal to 100% of the principal amount thereof, together with accrued and unpaid interest to the date fixed for the closing of such Available Cash Offer in accordance with the procedures set forth in this Secured Indenture.

(b) The Available Cash Offer shall remain open for a period of twenty (20) Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "Available Cash Offer Period"). No later than five Business Days after the termination of the Available Cash Offer Period (the "2028 Secured Notes Purchase Date"), the Company shall purchase the maximum principal amount of 2028 Secured Notes (such maximum to be calculated including accrued and unpaid interest thereon) that may be purchased with the amount equal to the Available Cash for such Available Cash Completed Fiscal Quarter (which maximum principal amount of 2028 Secured Notes shall be the "Available Cash Offer Amount") or, if less than the Available Cash Offer Amount has been tendered, all 2028 Secured Notes tendered in response to the Available Cash Offer.

(c) If the 2028 Secured Notes Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued interest shall be paid to the Person in whose name a 2028 Secured Note is registered at the close of business on such record date, and no additional interest shall be payable to Holders who tender 2028 Secured Notes pursuant to the Available Cash Offer.

(d) Upon the commencement of any Available Cash Offer, the Company shall send, by first class mail or any other applicable electronic delivery through DTC, a notice to each of the Holders of 2028 Secured Notes, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender the 2028 Secured Notes of such series pursuant to the Available Cash Offer. The notice, which shall govern the terms of the Available Cash Offer, shall state:

(i) that the Available Cash Offer is being made pursuant to this Section 3.09 and the length of time the Available Cash Offer shall remain open;

(ii) the Available Cash Completed Fiscal Quarter, the Available Cash Offer Amount (together with a calculation of the Available Cash Offer Amount), the purchase price and the 2028 Secured Notes Purchase Date;

(iii) that any 2028 Secured Note not tendered or accepted for payment shall continue to accrue interest;

(iv) that any 2028 Secured Note accepted for payment pursuant to the Excess Proceeds Offer shall cease to accrue interest after the 2028 Secured Notes Purchase Date;

(v) that Holders electing to have a 2028 Secured Note purchased pursuant to any Available Cash Offer shall be required to surrender the 2028 Secured Note, to the Company, a depositary, if appointed by the Company, at the address specified in the notice at least three business days before the 2028 Secured Notes Purchase Date;

(vi) that Holders shall be entitled to withdraw their election if the Company, Depositary, as the case may be, receives, not later than the expiration of the Available Cash Offer Period, a facsimile transmission, letter or electronic transmission setting forth the name of the Holder, the principal amount of the 2028 Secured Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have the 2028 Secured Note purchased;

(vii) that, if the aggregate principal amount of 2028 Secured Notes surrendered by Holders exceeds the Available Cash Offer Amount, the 2028 Secured Notes shall be purchased on a *pro rata* basis in accordance with DTC procedures (with such adjustments as may be deemed appropriate by the Company so that only 2028 Secured Notes in denominations of $2,000, or integral multiples of $1,000 in excess thereof, shall be purchased); and

(viii) that Holders whose 2028 Secured Notes were purchased only in part shall be returned any unpurchased portion of their 2028 Secured Notes so surrendered.

(e) On or before the 2028 Secured Notes Purchase Date, the Company shall, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Available Cash Offer Amount of 2028 Secured Notes or portions thereof tendered pursuant to the Available Cash Offer, or if less than the Available Cash Offer Amount has been tendered, all 2028 Secured Notes so tendered, and deliver to the Trustee an Officers' Certificate stating that such 2028 Secured Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 3.09. The Company, Depositary or Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) wire to each tendering Holder an amount equal to the purchase price of the 2028 Secured Note tendered by such Holder and accepted by the Company for purchase, and any unpurchased portion of the 2028 Secured Notes surrendered by any such tendering Holder shall be promptly returned to such Holder by the Company. To the extent that the aggregate principal amount of 2028 Secured Notes tendered pursuant to an Available Cash Offer is less than the amount of Available Cash for such Available Cash Offer, the Company may use any remaining Available Cash for general corporate purposes.

(f) Other than as specifically provided in this Section 3.09, any purchase pursuant to this Section 3.09 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of this Secured Indenture.

(g) Notwithstanding any other provision of this Section 3.09, the Company shall not be required to make any Available Cash Offer with respect to an Available Cash Completed Fiscal Quarter ending after the consummation of a Business Combination if (x) the Business Combination Total Net Leverage Ratio (without giving effect to netting of any cash) of the Combined Company for such Available Cash Completed Fiscal Quarter does not exceed 2.25 to 1.0 or (y) as of the last day of such Available Cash Completed Fiscal Quarter, the aggregate principal amount of 2028 Secured Notes outstanding does not exceed $1,250,000,000.][3]

(c) *Section 4.07 (Limitation on Restricted Payments) of the Indenture is hereby amended and restated as follows:*

Section 4.07 Limitation on Restricted Payments.[4] Neither the Company, nor any of its Restricted Subsidiaries may, directly or indirectly:

(a) declare or pay any dividend or make any distribution on account of any Equity Interests of the Company other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company;

(b) purchase, redeem or otherwise acquire or retire for value any Equity Interests of DISH Network, the Company or any of their respective Subsidiaries or Affiliates other than any such Equity Interests owned by the Company or by any Wholly Owned Restricted Subsidiary;

(c) purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is expressly subordinated in right of payment to the Secured Notes or the Guarantees, except:

(i) in accordance with the scheduled mandatory redemption, sinking fund or repayment provisions set forth in the original documentation governing such Indebtedness and

(ii) the purchase, repurchase or other acquisition of subordinated Indebtedness with a stated maturity earlier than the maturity of the Secured Notes or the Guarantees purchased in anticipation of satisfying a payment of principal at the stated maturity thereof, within one year of such stated maturity;

(d) declare or pay any dividend or make any distribution on account of any Equity Interests of any Restricted Subsidiary, other than:

(i) to the Company or any Wholly Owned Restricted Subsidiary; or

(ii) to all holders of any class or series of Equity Interests of such Restricted Subsidiary on a pro rata basis; provided that in the case of this clause (ii), such dividends or distributions may not be in the form of Indebtedness or Disqualified Stock; or

(e) make any Restricted Investment (all such prohibited payments and other actions set forth in clauses (a) through (e) being collectively referred to as "Restricted Payments").

The foregoing provisions will not prohibit the following (provided that with respect to clauses (3), (5), (7), (8), and (11) below, no Default or Event of Default shall have occurred and be continuing):

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at such date of declaration such payment would have complied with the provisions of this Secured Indenture;

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[3] NTD: To be included in the Supplemental Indenture for the 2028 Secured Notes only.
[4] NTD: For purposes of the form, we have included the Restricted Payment covenant from the Secured Indenture. Cross references/covenants to be updated for other indentures as applicable.

(2) [reserved];

(3) Investments made for a bona-fide business purpose in an aggregate amount not to exceed $500 million plus, to the extent not included in Consolidated Cash Flow, an amount equal to the net reduction in such Investments resulting from payments in cash of interest on Indebtedness, dividends or repayment of loans or advances, or other transfers of property, in each case, to the Company or to a Wholly Owned Restricted Subsidiary or from the net cash proceeds from the sale, conveyance or other disposition of any such Investment; provided, however, that the foregoing sum shall not exceed, with respect to any Person in whom such Investment was made, the amount of Investments previously made by the Company or any Restricted Subsidiary in such Person pursuant to this clause (3);

(4) [reserved];

(5) a Permitted Refinancing;

(6) [reserved];

(7) Investments in any Guarantor or any entity that becomes a Guarantor promptly following such Investment;

(8) Investments made for a bona-fide business purpose in businesses strategically related to businesses described in Section 4.16 of this Secured Indenture in an aggregate amount not to exceed $700 million;

(9) [reserved];

(10) [reserved];

(11) Investments made as a result of the receipt of non-cash proceeds from Asset Sales made in compliance with Section 4.10 of this Secured Indenture and Investments entered into in connection with an acquisition of assets used in or constituting a business permitted under Section 4.16 of this Secured Indenture as a result of "earn-outs" or other deferred payments or similar obligations;

(12) [reserved];

(13) any payment which is used (or designated to be used) to pay for the construction, launch, operation, usage, service or insurance of satellites owned or leased by the Company or any Subsidiaries of the Company, in each case, in the ordinary course of business of the Company and its Subsidiaries, in an amount not to exceed the then market rate for such construction, launch, operation, usage, service or insurance of satellites, as reasonably determined by the Company in good faith;

(14) [reserved];

(15) the redemption, repurchase, defeasance or other acquisition or retirement for value of subordinated Indebtedness, including premium, if any, and accrued and unpaid interest, with the proceeds of, or in exchange for: (a) the proceeds of a capital contribution or a substantially concurrent offering of, shares of Capital Stock of the Company (or options, warrants or other rights to acquire such Capital Stock), or (b) Indebtedness that is at least as subordinated in right of payment to the Notes Obligations, including premium, if any, and accrued and unpaid interest, as the Indebtedness being redeemed, repurchased, defeased, acquired or retired and with a final maturity equal to or greater than, and a Weighted Average Life to Maturity equal to or greater than, the final maturity and Weighted Average Life to Maturity, respectively, of the Indebtedness being redeemed, repurchased, defeased, acquired or retired;

(16) repurchases of Equity Interests deemed to occur upon (a) the exercise of stock options, warrants or convertible securities issued as compensation if such Equity Interests represent a portion of the exercise price thereof and (b) the withholding of a portion of the Equity Interests granted or awarded to an employee to pay taxes associated therewith (or a dividend or distribution to finance such a deemed repurchase by DISH Network);

(17) amounts paid by the Company to DISH Network, EchoStar or any other person with which the Company is included in a consolidated tax return equal to the amount of federal, state and local income taxes payable in respect of the income of the Company and its Subsidiaries as if the Company and its Subsidiaries filed returns as a consolidated group independent of DISH Network, EchoStar or such person with which the Company is included in a consolidated tax return;

(18) [reserved];

(19) [reserved];

(20) any Investment, dividend, distribution, or payment which is used to pay (w) the operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including, but not limited to, administrative, legal, accounting, tax reporting, management fees, service fees, franchise and similar taxes, fees or expenses required to maintain organizational existence, rent and building costs, systems costs, and other fees, costs and expenditures related to the foregoing), in each case, that are (1) attributable to the ownership or operation of the Company and its Restricted Subsidiaries, (2) reasonable and customary and (3) incurred by a direct or indirect parent of the Company in the ordinary course of business, (x) any reasonable and customary indemnification claims made against a direct or indirect parent of the Company by directors or officers of the Company (or any parent thereof) attributable to the ownership or operations of the Company and its Restricted Subsidiaries and (y) fees and expenses paid or to be paid by a direct or indirect parent of the Company that are (1) due and payable by the Company and its Restricted Subsidiaries and (2) otherwise permitted to be paid by the Company and its Restricted Subsidiaries under this Secured Indenture; and

(21) any payment by the Company or any of its Affiliates of any structuring, support and professional fees expenses and any reasonable and documented professional fees, in each case, pursuant to that Restructuring and Support Agreement, dated as of March 19, 2026 (the "RSA") as in effect on the date hereof, among the Company, the Subsidiaries of the Company listed therein and the Consenting Creditors (as defined therein).

If the Company or any Restricted Subsidiary makes an Investment that was included in computations made pursuant to this Section 4.07 and the Person in which such Investment was made subsequently becomes a Restricted Subsidiary that is a Guarantor, to the extent such Investment resulted in a reduction in the amounts calculated under clause (iii) of the first paragraph of or under any other provision of this Section 4.07, then such amount shall be increased by the amount of such reduction.

Notwithstanding anything to the contrary in this [Secured] Indenture, no Investment permitted pursuant to clauses (1) through (21) above or by Section 4.18 may be made, directly or indirectly (including by means of an Investment in a Person who subsequently makes an Investment or other payment), (i) in connection with, or to facilitate, a Restricted Payment described in clause (a), (b), (c) or (d) of the definition of "Restricted Payments" or (ii) in any Related Party or any Affiliate of the Principal or of a Related Party, other than such a Related Party or Affiliate that is a Related Party or Affiliate solely because it is a direct or indirect Subsidiary of the Company.

(d) *Section 4.09 (Limitation on Incurrence of Indebtedness) of the Indenture is hereby amended and restated as follows:*

Section 4.09 Limitation on Incurrence of Indebtedness.[5]

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to (collectively, "incur") any Indebtedness (including Acquired Debt); provided, however, that, notwithstanding the foregoing the Company and any Guarantor may incur Indebtedness (including Acquired Debt), if, after giving effect to the incurrence of such Indebtedness and the application of the net proceeds thereof on a pro forma basis (including, in the case of an acquisition, merger or other business combination giving pro forma effect to such transaction), either (a) the Indebtedness to Cash Flow Ratio of the Company would not have exceeded 8.0 to 1 or (b) the aggregate amount of Indebtedness of the Company and the Guarantors would not exceed $1,500 per Acquired Subscriber; provided that such Indebtedness is not incurred in connection with or in furtherance of a Priming Financing/Liability Management Transaction;

(b) The foregoing limitation will not apply to any of the following incurrences of Indebtedness:

(1) Indebtedness represented by the 2026 Secured Notes issued on the Issue Date and the Guarantees thereof, the 2028 Secured Notes issued on the Issue Date and the Guarantees thereof and this Secured Indenture;

(2) the incurrence by the Company or any Guarantor of Acquired Subscriber Debt not to exceed $1,750 per Acquired Subscriber (less any amount used to incur Indebtedness pursuant to clause (b) of the immediately preceding paragraph); provided that such Indebtedness is not incurred in connection with or in furtherance of a Priming Financing/Liability Management Transaction;

(3) the incurrence by the Company or any Guarantor of Deferred Payments and letters of credit with respect thereto;

(4) Indebtedness of the Company or any Guarantor in an aggregate principal amount not to exceed $1,050,000,000 at any one time outstanding; provided that such Indebtedness is not incurred in connection with or in furtherance of a Priming Financing/Liability Management Transaction;

(5) Indebtedness between and among the Company and any Guarantor;

(6) Acquired Debt of a Person incurred prior to the date upon which such Person was acquired by the Company or any Guarantor (excluding Indebtedness incurred by such entity other than in the ordinary course of its business in connection with, or in contemplation of, such entity being so acquired) in an amount not to exceed (A) $250 million in the aggregate for all such Persons other than those described in the immediately following clause (B); and (B) Acquired Debt owed to the Company or any of its Restricted Subsidiaries; provided that such Indebtedness is not incurred in connection with or in furtherance of a Priming Financing/Liability Management Transaction;

(7) Existing Indebtedness;

(8) the incurrence of Purchase Money Indebtedness by the Company or any Guarantor in an amount not to exceed the cost of construction, acquisition or improvement of assets used in any business permitted under Section 4.16 of this Secured Indenture, as well as any launch costs and insurance premiums related to such assets; provided that such Indebtedness is not incurred in connection with or in furtherance of a Priming Financing/Liability Management Transaction;

[5] NTD: For purposes of the form, we have included the Debt covenant from the Secured Indenture. Cross references/covenants to be updated for other indentures as applicable.

(9) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations that are incurred in the ordinary course of business and not for speculative purposes, including without limitation Hedging Obligations covering the principal amount of Indebtedness entered into in order to protect the Company or any of its Restricted Subsidiaries from fluctuation in interest rates on Indebtedness;

(10) Indebtedness of the Company or any Restricted Subsidiary in respect of performance bonds or letters of credit of the Company or any Restricted Subsidiary or surety bonds provided by the Company or any Restricted Subsidiary incurred in the ordinary course of business and on ordinary business terms in connection with the businesses permitted under Section 4.16 of this Secured Indenture;

(11) Indebtedness of the Company or any Guarantor the proceeds of which are used solely to finance the construction and development of call centers owned by the Company or any of its Restricted Subsidiaries or any refinancing thereof; provided that the aggregate of all Indebtedness incurred pursuant to this clause (11) shall in no event exceed $100 million at any one time outstanding; provided that such Indebtedness is not incurred in connection with or in furtherance of a Priming Financing/Liability Management Transaction;

(12) the incurrence by the Company or any Guarantor of Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace, substitute or refund in whole or in part Indebtedness referred to in the first paragraph of this Section 4.09 or in clauses (1), (2), (3), (6), (7) or (8) above ("Refinancing Indebtedness"); provided, however, that:

(a) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount and accrued interest of the Indebtedness so exchanged, extended, refinanced, renewed, replaced, substituted or refunded and any premiums payable and reasonable fees, expenses, commissions and costs in connection therewith;

(b) the Refinancing Indebtedness shall have a final maturity equal to or later than, and a Weighted Average Life to Maturity equal to or greater than, the final maturity and Weighted Average Life to Maturity, respectively, of the Indebtedness being exchanged, extended, refinanced, renewed, replaced, substituted or refunded;

(c) the Refinancing Indebtedness shall not have different obligors, or greater guarantees or security (if any), than the Indebtedness being exchanged, extended, refinanced, renewed, replaced, substituted or refunded;

(d) the Refinancing Indebtedness shall have covenants and defaults that are (i) not materially more restrictive with respect to the obligors thereunder, as reasonably determined by the Company in good faith, than the covenants and defaults of the Indebtedness being exchanged, extended, refinanced, renewed, replaced, substituted or refunded or (ii) reflective of market terms and conditions for the type of Indebtedness issued or incurred at the time of issuance or incurrence thereof, as reasonably determined by the Company in good faith;

(e) if the Indebtedness being exchanged, extended, refinanced, renewed, replaced, substituted or refunded is secured by any collateral [(whether equally and ratably with, or junior to, the secured parties under this Secured Indenture or otherwise)][6], such Refinancing Indebtedness may be secured by such collateral on terms no more favorable to the holders of such Refinancing Indebtedness than those then in effect and applicable to the Indebtedness being exchanged, extended, refinanced, renewed, replaced, substituted or refunded;

(f) if the Indebtedness being exchanged, extended, refinanced, renewed, replaced, substituted or refunded is unsecured, the Refinancing Indebtedness shall be unsecured; and

[6] NTD: To be included in the Supplemental Indenture for the 2028 Secured Notes only.

(g) the Refinancing Indebtedness shall be subordinated in right of payment to the Secured Notes and the Guarantees, if at all, on terms at least as favorable to the holders of Secured Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, substituted or refunded (a "Permitted Refinancing");

provided that such Indebtedness is not incurred in connection with or in furtherance of a Priming Financing/Liability Management Transaction;

(13) the guarantee by the Company or any Guarantor of Indebtedness of the Company or a Restricted Subsidiary that was permitted to be incurred by another provision of this Section 4.09;

(14) Indebtedness under Finance Lease Obligations of the Company or any Guarantor with respect to no more than seven direct broadcast satellites at any time; provided that such Indebtedness is not incurred in connection with or in furtherance of a Priming Financing/Liability Management Transaction; and

(15) Indebtedness of the Company or any Restricted Subsidiary owed to (including obligations in respect of letters of credit for the benefit of) any Person in connection with workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance provided by such Person to the Company or such Restricted Subsidiary pursuant to reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business and consistent with industry practices.

(c) For purposes of determining compliance with this Section 4.09, if an item of Indebtedness meets the criteria of more than one of the categories described in clauses (1) through (15) above or is permitted to be incurred pursuant to the first paragraph of this Section 4.09 and also meets the criteria of one or more of the categories described in clauses (1) through (15) above, the Company shall, in its sole discretion, classify such item of Indebtedness in any manner that complies with this Section 4.09 and may from time to time reclassify such item of Indebtedness in any manner in which such item could be incurred at the time of such reclassification. Accrual of interest and the accretion of accreted value will not be deemed to be an incurrence of Indebtedness for purposes of this Section 4.09.

(d) Notwithstanding any other provision of this Section 4.09, the Company and any Combined Company and each's Restricted Subsidiaries shall not be permitted to incur any Indebtedness for borrowed money or (Preferred Equity Interests) with a final maturity date (or mandatory redemption date, as the case may be) prior to June 30, 2029.

(e) *Article 4 (Covenants) of the Indenture is hereby amended by inserting the following new Section 4.25:*

Section 4.25 Priming Financing/Liability Management Transactions.

The Company shall not, and shall not permit any other Person to, enter into any Priming Financing/Liability Management Transaction or make any Investment, sale, transfer or disposition of assets or Restricted Payment in connection with or in furtherance of a Priming Financing/Liability Management Transaction (other than any such transaction or action permitted under the definition of Priming Financing/Liability Management Transaction.

(f) *Section 5.01 (Merger, Consolidation, or Sale of Assets of the Company) of the Indenture is hereby amended by and inserting the following text as the last provision in Section 5.01:*

For the avoidance of doubt, any Business Combination shall be permitted under this Section 5.01 (provided that Section 5.01(a) and (b) shall continue to apply to any such Business Combination). With respect to any Business Combination, (i) each entity (other than the Company or its successor pursuant to Section 5.02) whose operating income or loss is included in the calculation of Business Combination Consolidated Cash Flow shall, immediately after such Business Combination is consummated, be a Restricted Subsidiary and shall become a Guarantor pursuant to Section 4.13 (and comply with clauses (i) through (iii) thereunder) if such entity has more than $100 million of assets and (ii) the Combined Company

whose Business Combination Total Net Leverage Ratio is measured for purposes of the definition of "Change of Control" shall be the successor obligor to the Company pursuant to Section 5.02.

(g) *Section 9.02 (With Consent of Holders of Notes) of the Indenture is hereby amended by inserting the following text immediately after Section 9.02(h):*

(i) make any change or amendment to the definition of "Priming Financing/Liability Management Transaction" or Section 4.25; or

(j) make any amendment, waiver or modification that would (i) subordinate or have the effect of subordinating any Notes Obligations in right of payment or in the right to receive payments from the Collateral, in each case to other Indebtedness (including other Notes Obligations), (ii) subordinate or have the effect of subordinating the Liens on the Collateral securing any Notes Obligations to Liens on the Collateral securing other Indebtedness (including other Notes Obligations), or (iii) permit or have the effect of permitting a Priming Financing/Liability Management Transaction.

(h) *[Section 10.03 (Release of Collateral) of the Secured Indenture is hereby amended by and inserting the following text as the last provision in Section 10.03:*

(c) Notwithstanding the foregoing, no Collateral shall be released from the Liens and security interest created by the Security Documents in connection with or in furtherance of a Priming Financing/Liability Management Transaction.][7]

(i) *[Section 12.05][Section 10.05] (Releases from Guarantees) of the Indenture is hereby amended by and inserting the following text as the last provision in Section 12.05:*

Notwithstanding the foregoing, no Guarantor shall be released from its Notes Obligations in connection with or in furtherance of a Priming Financing/Liability Management Transaction.

(j) *Section 4.10 (Asset Sales) of the Indenture is hereby amended by deleting the text in paragraph (a)(6) thereof and replacing such text with:*

[reserved]; or

ARTICLE 3

ADDITIONAL GUARANTORS [AND COLLATERAL]

Section 3.01. *Designation of Guarantors [and Collateral]*. Each of Sling TV Holding, Sling TV Purchasing, Sling TV, Sling TV Gift Card and Sling Media is hereby designated as Guarantor under the Indenture and each agrees to (i) provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Indenture, (ii) be bound by the terms under the Indenture applicable to Guarantors and (iii) contemporaneously with the execution and delivery of this Supplemental Indenture, execute and deliver (a) an executed Guarantee in the form required pursuant to Section [10.02][12.02] of the Indenture[and (b) a Joinder Agreement (as defined and in the form required under the Security Agreement), together with all related supplemental collateral documents, in each case pursuant to and as required by the Security Agreement (collectively, the "Supplemental Collateral Documents")]. Delivery of the Requisite Consents and execution of this Supplemental Indenture by the Trustee shall constitute an instruction by such consenting Holders and the Trustee to the Collateral Agent under the Secured Indenture and the Security Agreement, to accept the delivery of and to execute, as applicable, each of the Joinder Agreement and Supplemental Collateral Documents.]

Section 3.02. *Release of Echosphere Guarantee.* In the event that the Company makes a Chapter 11 Election (as defined in the RSA as in effect on the date hereof) and upon the Trustee's receipt of a written notice

[7] NTD: To be included in the Supplemental Indenture for the 2028 Secured Notes only.

from the Company confirming that it has made such Chapter 11 Election, Echosphere L.L.C. ("Echosphere") shall be automatically released from its guarantee, but remain a Restricted Subsidiary of the Company, for the pendency of the Chapter 11 Cases (as defined in the RSA) with respect to the Company Parties (as defined in the RSA).

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.01. *Effectiveness; Construction*. This Supplemental Indenture shall become effective upon its execution and delivery. 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 4.02. Indenture *Remains in Full Force and Effect*. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect. For the avoidance of doubt, to the extent any actions or transactions were completed by the Company and its Restricted Subsidiaries prior to the date of this Supplemental Indenture and were permitted by a provision of the Indenture at the date of such action or transaction, such actions or transactions shall continue to be permitted by (and be allocated to, as applicable) to the same provision as of the date of this Supplemental Indenture (and may be later reallocated, to the extent permitted by the Indenture, as supplemented by this Supplemental Indenture), notwithstanding the execution of this Supplemental Indenture.

Section 4.03. *Trustee and Collateral Agent Matters*. Each of the Trustee and Collateral Agent accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as supplemented hereby. In entering into this Supplemental Indenture, each of the Trustee and the Collateral Agent (a) have relied upon the certifications, statements and opinions set forth in the Officer's Certificate of the Company, the Opinion of Counsel shall be entitled to the benefit of every provision of the Indenture and the Security Agreement relating to the conduct or affecting the liability or affording protection to each of the Trustee and Collateral Agent, whether or not elsewhere herein so provided. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company and each of the Trustee and Collateral Agent assumes no responsibility for their correctness, and none of the recitals contained herein are intended to or shall be construed as statements made or agreed to by the Trustee or the Collateral Agent. Each of the Trustee and Collateral Agents makes no representation as to the statements or the representations made herein, in the Indenture, the Security Agreement, or any Supplemental Collateral Documents (collectively, the "Subject Documents") or the validity or sufficiency of this Supplemental Indenture or any other Subject Documents or the consequences of any amendment provided herein.

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

Section 4.05. *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 4.06. *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 4.07. *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 the Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 4.08. *Governing Law.* This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 4.09. *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.

[*Signature Page Follows*]

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

DISH DBS CORPORATION

By: _____
Name:
Title:

DISH NETWORK L.L.C.
DISH OPERATING L.L.C.
ECHOSPHERE L.L.C.
DISH NETWORK SERVICE L.L.C.
DISH BROADCASTING CORPORATION
DISH TECHNOLOGIES L.L.C.
as Initial Guarantors

By: _____
Name:
Title:

SLING TV HOLDING L.L.C.
SLING TV PURCHASING L.L.C.
SLING TV L.L.C.
SLING TV GIFT CARD CORPORATION
SLING MEDIA, L.L.C.
as Supplemental Guarantors

By: _____
Name:
Title:

[WILMINGTON SAVINGS FUND SOCIETY, FSB][U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION], as Trustee

By: _____
Name:
Title:

[U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent]

By: _____
Name:
Title:

Exhibit C

[Reserved]

Exhibit D

Liquidation Analysis

I. INTRODUCTION[1]

Section 1129(a)(7) of the Bankruptcy Code, often called the "best interests test," requires that a bankruptcy court find, as a condition to confirmation, that the chapter 11 plan provides, that each holder of a claim or interest in each impaired class: either (i) has accepted the chapter 11 plan, or (ii) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the value such non-accepting holders would so receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

Accordingly, to demonstrate that the *Amended Joint Prepackaged Chapter 11 Plan of DISH Wireless L.L.C. and Its Affiliated Debtors and Debtors in Possession* (the "Plan") satisfies the "best interests test," the Debtors' management team ("Management"), with the assistance of FTI and their other advisors (collectively the "Advisors"), prepared the following hypothetical liquidation analysis with respect to the DISH Wireless Debtors (the "Wireless Liquidation Analysis") in connection with the Plan and the Disclosure Statement.

The Wireless Liquidation Analysis provides the estimated recoveries for all Classes of Claims and Interests in a hypothetical liquidation of the DISH Wireless Debtors under chapter 7 of the Bankruptcy Code upon disposition of the DISH Wireless Debtors' assets (as an alternative to the Plan). Accordingly, the values discussed in the Wireless Liquidation Analysis may be different from amounts referred to in the Plan or the Disclosure Statement. The Wireless Liquidation Analysis is based on certain assumptions in the Disclosure Statement and in the accompanying notes to the Wireless Liquidation Analysis.

To conduct the Wireless Liquidation Analysis, the DISH Wireless Debtors, with the assistance of their Advisors, have:

- estimated the cash proceeds (the "Wireless Liquidation Proceeds") that a chapter 7 trustee (the "Chapter 7 Trustee") would generate if each DISH Wireless Debtor's chapter 11 case were converted to a chapter 7 case and the assets of such DISH Wireless Debtor's estate were wound down, liquidated, or sold;

- determined the distribution (the "Wireless Liquidation Distributions") that each Holder of a Claim against or Interest in the DISH Wireless Debtors would receive from the Wireless Liquidation Proceeds in accordance with the priority scheme dictated in chapter 7 of the Bankruptcy Code; and

- compared each Holder's Wireless Liquidation Distribution to the estimated distribution under the Plan (the "Plan Distribution") that such Holder would receive if the Plan were confirmed and consummated.

Based on this Wireless Liquidation Analysis and as reflected in the recovery comparison on page 5 of this Wireless Liquidation Analysis, the DISH Wireless Debtors, with the assistance of their Advisors, believe the Plan satisfies the "best interests" test and that each Holder of an Impaired Claim against or Interest in the DISH Wireless Debtors will receive value under the Plan on the Effective Date that is not less than the value such Holder would receive if the DISH Wireless Debtors liquidated under chapter 7 of the Bankruptcy Code. The DISH Wireless Debtors believe that this Wireless Liquidation Analysis and the conclusions set forth herein are fair and represent the DISH Wireless Debtors' best judgment regarding the results of a hypothetical liquidation of the DISH Wireless Debtors under chapter 7 of the Bankruptcy Code.

II. STATEMENT OF LIMITATIONS

The determination of the costs of, and proceeds from, the hypothetical liquidation of the DISH Wireless Debtors' assets in chapter 7 cases is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the DISH Wireless Debtors based upon their reasonable business judgment and input from

[1] Capitalized terms used but not otherwise defined herein have the meaning assigned to them in the *Disclosure Statement for the Amended Joint Prepackaged Chapter 11 Plan of DISH Wireless L.L.C. and Its Affiliated Debtors and Debtors in Possession* (the "Disclosure Statement "), to which this Wireless Liquidation Analysis is attached as Exhibit D, or the Plan attached to the Disclosure Statement as Exhibit A.

certain of their Advisors, are inherently subject to business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, Management, and the DISH Wireless Debtors' advisors. Inevitably, some assumptions in the Wireless Liquidation Analysis may not materialize in an actual chapter 7 liquidation of the DISH Wireless Debtors, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation of the DISH Wireless Debtors. Actual results could vary.

The DISH Wireless Debtors prepared the Wireless Liquidation Analysis for the sole purpose of providing a reasonable, good faith estimate of the Wireless Liquidation Proceeds that would be generated if the DISH Wireless Debtors' assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Wireless Liquidation Analysis is not intended and should not be used for any other purpose. The underlying financial information in the Wireless Liquidation Analysis was not compiled or examined by independent accountants in accordance with standards promulgated by the American Institute of Certified Public Accountants.

All limitations and risk factors set forth in the Disclosure Statement are applicable to this Wireless Liquidation Analysis and are incorporated by reference herein. The underlying financial information in the Wireless Liquidation Analysis was prepared using policies that are generally consistent with those applied in historical financial statements but was not compiled or examined by independent accountants in accordance with standards promulgated by the American Institute of Certified Public Accountants.

NOTHING CONTAINED IN THE WIRELESS LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS (INCLUDING THE DISH WIRELESS DEBTORS). THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THESE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE WIRELESS LIQUIDATION ANALYSIS. THE DISH WIRELESS DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

III. OVERVIEW AND GENERAL ASSUMPTIONS

Hypothetical chapter 7 recoveries set forth in the Wireless Liquidation Analysis were determined through multiple steps and assumptions, as set forth below. These assumptions, and others set forth herein, are made solely for purposes of the Wireless Liquidation Analysis. The Wireless Liquidation Analysis is based on the DISH Wireless Debtors' unaudited balance sheets as of April 30, 2026, except as otherwise noted herein. These amounts are intended to represent the DISH Wireless Debtors' assets and liabilities as of October 30, 2026 (the "Conversion Date"). Cash, accounts receivable, and certain PP&E (as defined herein) are projected as of the Conversion Date. The net costs to execute the administration of the liquidation of the DISH Wireless Debtors' Estates (the "Liquidation Expenses") are projected throughout the wind down period and are solely for purposes of the Wireless Liquidation Analysis.

The Wireless Liquidation Analysis assumes that the DISH Wireless Debtors would commence a chapter 7 liquidation on or about the Conversion Date under the supervision of a single court-appointed Chapter 7 Trustee. The selection of a separate chapter 7 trustee for one or more of the DISH Wireless Debtors' Estates would likely result in higher administrative expenses arising from a duplication of effort by each trustee and their professionals, and, in turn, lessen recovery to Holders of Claims and Interests.

The Prepetition Secured Loan ($75.0 million) under which DWLLC is a borrower is secured by a lien on substantially all of DWLLC's assets (including all personal property and accounts) and is guaranteed by DISH Wireless Leasing L.L.C. The Liquidation Analysis has been analyzed on an individual entity-by-entity basis, taking into account the security and claims ranking within each individual entity.

While the Wireless Liquidation Analysis assumes that postpetition debtor-in-possession funding would be necessary and available prior to the Conversion Date, the Wireless Liquidation Analysis assumes that incremental, post-conversion debtor-in-possession funding would not be available as a source of liquidity post-conversion. The Wireless Liquidation Analysis further assumes that the DISH Wireless Debtors would not have funds to support any process other than an orderly and expedited wind-down of the DISH Wireless Debtors' businesses by the Chapter 7

Trustee to convert the DISH Wireless Debtors' assets to cash, prosecute and liquidate estate claims and causes of action, and limit the amount of administrative expenses. There can be no assurance, however, that a liquidation would be completed in a limited timeframe, nor is there any assurance that the recoveries assigned to the DISH Wireless Debtors' assets would be realized. Notably, all of the DISH Wireless Debtors' cash is collateral under the Prepetition Secured Loan. DBS, as lender, is not expected to perfect its interest in the cash held at the DISH Wireless Debtors. If the DISH Wireless Debtors' use of cash collateral is restricted entirely as opposed to merely limited, recoveries in a liquidation would likely be materially less than shown in the Wireless Liquidation Analysis.

A wind-down process in an actual liquidation could be significantly longer and more expensive than assumed in the Wireless Liquidation Analysis, thereby significantly reducing actual recoveries.

The Wireless Liquidation Analysis reflects the wind-down and liquidation of substantially all the DISH Wireless Debtors' remaining assets and the distribution of available proceeds to Holders of Allowed Claims after the Conversion Date. The liquidation of the DISH Wireless Debtors' in a chapter 7 liquidation is likely to trigger certain claims that otherwise would not exist under the Plan. Such claims could include incremental contract rejection damages claims (to the extent in excess of the contracts the DISH Wireless Debtors contemplate rejecting in the chapter 11 cases), priority tax claims, and chapter 7 administrative expense claims, including wind down costs, trustee fees, and professional fees, among other claims. Unless specified in the assumptions and notes thereto, the Wireless Liquidation Analysis does not include estimates for: (i) any environmental and remediation claims resulting from the shut down or sale of the DISH Wireless Debtors' locations, (ii) damages as a result of breach or rejection of leases and executory contracts unless specifically noted, (iii) foreign or domestic taxes that may be triggered upon liquidation, the sale of assets, or distributions of dividends, or (iv) recoveries resulting from any potential preference, fraudulent transfer, or other litigation or avoidance action. More detailed assumptions are included below. The Wireless Liquidation Analysis assumes that certain services and employees relating to operations, finance, accounting, treasury, information technology, and other management will remain to safely shut down operations, monetize the assets, and wind down the estates.

Summary Notes to Liquidation Analysis

1. **Dependence on Assumptions**. The Wireless Liquidation Analysis depends on a number of estimates and assumptions developed by Management and the Debtors' Advisors. Although Management and the DISH Wireless Debtors' Advisors believe the assumptions are reasonable, the assumptions are inherently subject to economic, business, regulatory, and competitive uncertainties and contingencies beyond the control of the DISH Wireless Debtors or Management. The Wireless Liquidation Analysis is also based on the DISH Wireless Debtors' reasonable judgments regarding the resolution of numerous decisions in the liquidation process.

2. **Dependence on a Forecasted Balance Sheet**. The Wireless Liquidation Analysis is based on the DISH Wireless Debtors' unaudited balance sheets as of April 30, 2026, with certain adjustments to reflect anticipated activity to the Conversion Date.

3. **Chapter 7 Liquidation Process**. The liquidation of the DISH Wireless Debtors' assets (other than estate claims and causes of action) is assumed to be completed over a period of approximately three months in chapter 7 cases managed by a Chapter 7 Trustee. The Chapter 7 Trustee would manage the DISH Wireless Debtors' Estates to maximize recoveries for creditors as expeditiously as possible and would retain professionals (attorneys, investment bankers, financial advisors, liquidators, accountants, consultants, appraisers, experts, etc.) to assist in the liquidation and wind-down of the DISH Wireless Debtors' Estates. The Chapter 7 Trustee would oversee the DISH Wireless Debtors' wind-down of operations and collection of outstanding accounts receivable in addition to attempting to sell or otherwise monetize other assets owned by the DISH Wireless Debtors to one or multiple buyers. This analysis does not include estimates for environmental and remediation claims resulting from the shutdown of the DISH Wireless Debtors' and Non-Debtors' operations. This analysis assumes that during the first half of a hypothetical liquidation, the Chapter 7 Trustee would work to wind down the DISH Wireless Debtors' operations and monetize their assets. This analysis also assumes that during the following half, the Chapter 7 Trustee would primarily focus on administrative activities such as claims reconciliation, distributions to Holders of Claims (and, as applicable, Interests), and other activities necessary to wind down the DISH Wireless Debtors' Estates.

4. **Claims Estimates**. In preparing the Wireless Liquidation Analysis, the Debtors have preliminarily estimated an amount of Allowed Claims against the DISH Wireless Debtors for each applicable Class as of the Conversion Date. Additional Claims were estimated to include certain chapter 7 administrative obligations incurred after the Conversion Date. The estimate of all Allowed Claims in the Wireless Liquidation Analysis is based on the estimated book value of those Claims, where applicable. No order or finding has been entered or made by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the estimated amounts of the Allowed Claims set forth in the Wireless Liquidation Analysis. The estimate of the amount of the Allowed Claims set forth in the Wireless Liquidation Analysis should not be relied upon for any other purpose, including, without limitation, any determination of the value of any distribution to be made on account of the Allowed Claims under the Plan. The actual amount of the Allowed Claims could be materially different from the amount of Claims estimated in the Wireless Liquidation Analysis.

5. **Litigation**. The Wireless Liquidation Analysis does not consider any recovery or claims that may arise from the outcome of current or potential actions by or against the Wireless Debtors. Proceeds from avoidance actions and other estate claims and causes of action may be available for distribution to Holders of Administrative Claims, Other Priority Claims, and DISH Wireless General Unsecured Claims in accordance with the priorities established by the Bankruptcy Code. At this point, however, no value associated with potential causes of action that may be available to the estate have been included in the Wireless Liquidation Analysis, as the DISH Wireless Debtors believe that recoveries from such actions, if any, would be speculative in nature. Accordingly, the DISH Wireless Debtors have not included any such proceeds in the Wireless Liquidation Analysis. However, the Wireless Liquidation Analysis assumes that the Chapter 7 Trustee would prosecute certain estate claims and causes of action. Accordingly, the Wireless Liquidation Analysis includes $10 million of litigation funding ("Litigation Funding") as a separate item under the Liquidation Expenses.

6. **Tangible Asset Recovery**. Where applicable, tangible asset recoveries were evaluated as a percentage of the initial cost basis for each individual asset, subsequently expressed as a recovery percentage of the book value as of April 30, 2026.

IV. CONCLUSION

THE DISH WIRELESS DEBTORS HAVE DETERMINED, AS SUMMARIZED IN THE FOLLOWING ANALYSIS, THAT CONFIRMATION OF THE PLAN WILL PROVIDE CREDITORS OF THE DISH WIRELESS DEBTORS WITH A RECOVERY THAT IS NOT LESS THAN WHAT THEY WOULD OTHERWISE RECEIVE IN CONNECTION WITH A LIQUIDATION OF THE DISH WIRELESS DEBTORS UNDER CHAPTER 7 OF THE BANKRUPTCY CODE.

V. RECOVERY COMPARISON

The following table compares estimated Plan recoveries versus the Wireless Liquidation Analysis recoveries by class:

		Plan of Reorganization		Chapter 7 Liquidation		Best
Class	Claims and Interests	Plan Status	% Recovery	% Recovery (Low)	% Recovery (High)	Interest Test
N/A	Administrative and Priority Tax Claims	Unimpaired	*100.0%*	*100.0%*	*100.0%*	Pass
2A	Other Secured Claims	Unimpaired	*N/A*	*N/A*	*N/A*	Pass
2B	Other Priority Claims	Unimpaired	*N/A*	*N/A*	*N/A*	Pass
2C	Prepetition Secured Loan Claims	Unimpaired	*100.0%*	*34.3%*	*86.5%*	Pass
N/A	Debtor-in-Possession Financing	Unimpaired	*N/A*	*0.0%*	*0.0%*	Pass
2D	Secured Type A Claims	Unimpaired	*100.0%*	*100.0%*	*100.0%*	Pass
2E	DISH Wireless General Unsecured Claims	Impaired	*>=0%*	*0.0%*	*0.0%*	Pass
2G	DISH Wireless Intercompany Claims	Unimpaired / Impaired	*N/A*	*N/A*	*N/A*	Pass
2H	Interests in DISH Wireless Debtors	Unimpaired / Impaired	*N/A*	*N/A*	*N/A*	Pass

WIRELESS LIQUIDATION ANALYSIS

Wireless Consolidated Liquidation Analysis

($ millions)	Notes	Pro Forma Book Value	Recovery (%) Low	Recovery (%) High	Recovery ($) Low	Recovery ($) High
Gross Liquidation Proceeds						
Cash and Cash Equivalents	A	$ 60.8	*100.0%*	*100.0%*	$ 60.8	$ 60.8
Third-Party Accounts Receivable	B	0.4	*38.1%*	*100.0%*	0.2	0.4
Prepaids and Deposits	C	0.7	-	*17.4%*	-	0.1
Property & Equipment	D	-	*NM*	*NM*	36.8	72.1
Investments in Affiliates	E	0.0	-	-	-	-
Operating Leases	F	0.8	-	-	-	-
Intangible Assets, net	G	-	-	-	4.1	6.6
Investments in Subsidiaries	H	-	-	-	-	-
Proceeds from Type A Claims Reserve	I	120.2	*100.0%*	*100.0%*	120.2	120.2
Total Gross Liquidation Proceeds		**$ 183.0**			**$ 222.0**	**$ 260.3**
Liquidation Expenses						
Wind-Down Costs	J				$ (7.5)	$ (7.5)
Chapter 7 Trustee Fees	K		*3.0%*	*3.0%*	(4.8)	(6.0)
Chapter 7 Trustee Professional Fees	L				(9.0)	(6.0)
Litigation Trust Funding	M				(10.0)	(10.0)
Total Liquidation Expenses					**$ (31.3)**	**$ (29.5)**
Net Liquidation Proceeds Available for Distribution					**$ 190.7**	**$ 230.8**
Memo:						
Proceeds available for Secured Type A Claims					$ 120.2	$ 120.2
Proceeds available for All Other Claims					$ 70.4	$ 110.6

Hypothetical Claims Recovery

Class	Claims and Interests	Notes	Claim Value	Recovery % Low	Recovery % High	Recovery $ Low	Recovery $ High
N/A	Administrative and Priority Tax Claims	N	$ 44.0	*100.0%*	*100.0%*	$ 44.0	$ 44.0
2A	Other Secured Claims	O	-	*N/A*	*N/A*	-	-
2B	Other Priority Claims	P	-	*N/A*	*N/A*	-	-
2C	Prepetition Secured Loan Claims	Q	76.9	*34.3%*	*86.5%*	26.4	66.5
N/A	Debtor-in-Possession Financing Claim	R	40.0	-	-	-	-
2D	Secured Type A Claims	S	120.2	*100.0%*	*100.0%*	120.2	120.2
2E	DISH Wireless General Unsecured Claims	T	10,626.6	-	-	-	-
2G	DISH Wireless Intercompany Claims	U	N/A	*N/A*	*N/A*	-	-
2H	Interests in DISH Wireless Debtors	V	N/A	*N/A*	*N/A*	-	-
	Total Recovery		**$ 10,907.7**	**1.7%**	**2.1%**	**$ 190.7**	**$ 230.8**

NOTES TO THE WIRELESS LIQUIDATION ANALYSIS

A. Cash and Cash Equivalents:

- The DISH Wireless Debtors' cash balance is projected as of the Conversion Date based on the weekly cash flow forecast.
- The Wireless Liquidation Analysis assumes the DISH Wireless Debtors will have access to the cash in their accounts upon conversion of the cases to Chapter 7.
- The DISH Wireless Debtors estimate approximately $60.8 million in Cash and Cash Equivalents as of the Conversion Date, including $40.0 million related to Debtor-in-Possession financing (the "DIP Financing") borrowings prior to the Conversion Date.
- The DISH Wireless Debtors estimate recoveries for Cash and Cash Equivalents to be 100.0% of the book value in the low and high cases.

B. Third-Party Accounts Receivable:

- Accounts Receivable represent amounts due from third parties on account of programs with the federal government and receivables from equipment manufacturers.
- The DISH Wireless Debtors estimate recoveries for Third Party Accounts Receivable to total 38.1% to 100.0% of the book value, or $169,000 to $444,000.

C. Prepaids and Deposits:

- Prepaids and Deposits include vendor prepaid expenses that are unlikely to be recovered in a Chapter 7 scenario.
- The DISH Wireless Debtors estimate a 0.0% to 17.4% recovery from prepaid expenses, which totals $0.0 in the low case and $120,000 in the high case.

D. Property and Equipment:

- Property, Plant, and Equipment ("PP&E") primarily includes the DISH Wireless Debtors' owned land, buildings, machinery & equipment, and telecommunications assets that remain at cell tower sites or in warehouses.
- The book value of the DISH Wireless Debtors' Property and Equipment is $0 on the April 30, 2026 balance sheet. All Property & Equipment assets were fully impaired following the BoostCo Transaction that was necessary to prevent customer disruption as a result of the FCC's actions described in the Disclosure Statement. However, the DISH Wireless Debtors own real assets which are classified in the categories below.
- **On-Site Cell Tower Equipment**: These assets reside at the cell tower locations and primarily consist of on-tower infrastructure (*e.g.*, radio equipment, antennas, power systems) and wireless equipment (*e.g.*, cell site batteries, data center routers, servers and other cabinet equipment, enclosures, components, and cabling). These assets, while potentially possessing market value in telecommunications and adjacent sectors, face liquidation constraints due to unfavorable decommissioning economics and logistical challenges related to physical recovery. The DISH Wireless Debtors estimate no recovery value from the assets that remain at or on the cell towers.
- **Warehouse Inventory**: The DISH Wireless Debtors' warehouse assets consist of cell site equipment, cabling, data center infrastructure, power equipment, and ancillary materials. The principal drivers of recovery for warehouse assets include cell site radios, cabling and wiring, and cell site servers and components. The DISH Wireless Debtors estimate recoveries of $33.2 million to $65.8 million for these assets, derived primarily from newer vintage assets possessing marketable value.
    i. **Cell Site Servers and Server Components**: Servers and server components have limited residual value due to technological obsolescence, proprietary configurations optimized for the Company's network architecture, and a constrained buyer universe.

The DISH Wireless Debtors estimate a blended recovery of 15% to 25% of the original equipment cost.

ii. **Cell Site Radios**: Radios are highly specialized equipment subject to embedded resale restrictions that limit resale to third-party operators. Secondary market demand is concentrated in Latin American markets where there is a higher demand for legacy equipment, albeit at substantial discounts reflecting technical obsolescence. The DISH Wireless Debtors estimate a blended recovery of 0% to 5% of the original equipment cost.

iii. **Cables & Wiring**: Recovery potential varies significantly across cable categories. General purpose cabling (*e.g.*, coaxial, hybrid cables) commands higher recoveries due to broad applicability across adjacent industries. Wireless-specific components (*e.g.*, fiber jumpers, RET cables) possess limited transferability, substantially constraining buyer pools. The DISH Wireless Debtors estimate a blended recovery of 15% to 30% of the original equipment cost.

iv. **Power Equipment**: While the DISH Wireless Debtors' power equipment is not frequency band-specific, proprietary software integration requirements limit compatibility with alternative network architectures. Buyer interest remains concentrated among operators utilizing compatible network management platforms. The DISH Wireless Debtors estimate a blended recovery of 15% to 25% of the original equipment cost.

- **Other PP&E**: Other PP&E predominantly consists of Automobiles and Vehicles (*e.g.*, cranes and forklifts). The DISH Wireless Debtors estimate a recovery of 15% to 25% of the original cost for Automobiles and Vehicles. Other PP&E also consists of office equipment (*e.g.*, printers, computers, and other general office equipment), furniture, and machinery & equipment. The DISH Wireless Debtors estimate a recovery of 0% to 15% of the original cost for office equipment and other miscellaneous PP&E.

E. Investments in Affiliates:

- The DISH Wireless Debtors' investments in affiliates include equity investments in third-party businesses, which total $2 on the balance sheet.
- The DISH Wireless Debtors estimate no recovery from Investments in Affiliates.

F. Operating Leases:

- Operating Leases primarily includes warehouse and office leases. The cell tower operating leases are fully impaired.
- The DISH Wireless Debtors estimate no recoveries for Operating Leases considering the DISH Wireless Debtors do not own or have the right to sell the underlying assets.

G. Intangible Assets:

- Intangible Assets, similar to the PP&E, were fully impaired following the BoostCo Transaction**.**
- While the book value is $0 as of April 30, 2026, Intangible Assets include 500+ patents. Recovery on the DISH Wireless Debtors' patent portfolio is assessed using a discount to the cost to obtain, whereby the estimated average cost basis of the various patent categories is discounted due to the forced sale nature of the liquidation. The DISH Wireless Debtors estimated the cost of the various patent categories depending on their approval status and country in which they were applied. The DISH Wireless Debtors estimate recoveries for their patent portfolio to total $4.1 million in the low case and $6.6 million in the high case.

H. Investments in Subsidiaries:

- The DISH Wireless Debtors' Investments in Subsidiaries include the recovery for DWLLC subsidiaries that are wholly- or partially-owned equity investments by DISH Wireless Debtor entities.

- The DISH Wireless Debtors estimate no recovery from Investment in Subsidiaries.

I. Proceeds from Type A Claims Reserve

- The Proceeds from the Type A Claims Reserve are estate assets that were funded pursuant to the FCC Trust Agreement. The Proceeds from Type A Claims Reserve are included in Gross Liquidation Proceeds, but can only be used to fund Type A claims recoveries.
- The Type A Claims Reserve is assumed to have a 100.0% recovery in the low and high cases.

LIQUIDATION EXPENSES

J. Wind-Down Costs:

- Wind Down Costs include the DISH Wireless Debtors' owned and leased facility shutdown costs and the DISH Wireless Debtors' costs related to the liquidation of inventory, personal property, real property, and other corporate costs required to wind down the DISH Wireless Debtors' estates. These costs include, but are not limited to reimbursement obligations owed by the DISH Wireless Debtors in connection with shared services such as payroll and benefits, retention incentives, taxes, software and systems, insurance, occupancy costs, and other intercompany services. The Chapter 7 Trustee is assumed to reduce the use of shared employee services and other related shared service expenses upon the conversion of the case and throughout the three-month liquidation timeframe. The DISH Wireless Debtors' estimate of Wind Down Costs is based on a detailed wind down budget.

K. Chapter 7 Trustee Fees:

- For purposes of the Wireless Liquidation Analysis, these fees are assumed to total 3.0% of gross liquidation proceeds, excluding cash and cash equivalents.

L. Chapter 7 Trustee Professional Fees:

- The Wireless Liquidation Analysis assumes the Chapter 7 Trustee will retain attorneys, financial advisors, and liquidators to assist in the liquidation.
- The chapter 7 professional fees include estimates for such professionals that will assist the Chapter 7 Trustee during the liquidation period. These advisors will, among other things, assist in marketing the DISH Wireless Debtors' assets and resolving other matters relating to the wind down of the DISH Wireless Debtors' estates.
- The professional fees are assumed to total $3.0 million per month in the low case and would be incurred during the pendency of the three-month wind down process. Professional fees are assumed to total $2.0 million per month in the high case.

M. Litigation Funding

- The Wireless Liquidation Analysis assumes that a portion of the proceeds from the DIP Financing will be used to fund litigation expenses associated with the prosecution of estate claims and causes of action, separate from Wind Down Costs, Chapter 7 Trustee Fees, and Chapter 7 Trustee Professional Fees. Litigation funding needs are assumed to be $10 million.
- The amount of Litigation Funding represents the portion of DIP Financing that the DISH Wireless Debtors would use to fund litigation expenses under the Plan.

CLAIMS

N. Administrative and Priority Tax Claims

- **Administrative Claims:**
  i. Administrative Claims include any Claim for costs and expenses of administration of the chapter 7 liquidation pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred; (b) Allowed Professional Fee Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.
  ii. The Liquidation Analysis includes $35.3 million of administrative claims for post-petition accrued but unpaid (as of the Conversion Date) professional fees and operating expenses. This is preliminary, subject to change, and may differ materially from the amount of allowed Administrative Claims ultimately asserted. The Dish Wireless Debtors estimate Administrative Claims will recover 100% in both the low and high cases.
- **Priority Tax Claims:**
  i. Priority Tax Claims represent taxes owed to taxing authorities as of the Conversion Date.
  ii. The taxing authorities are assumed to have a security interest in property of the Debtors.
  iii. The pool of Priority Tax Claims allowed in the Chapter 11 Cases could differ materially from the assumptions set forth by this Liquidation Analysis, thereby reducing recoveries available to Holders of Claims and Interests in a chapter 7 liquidation.
  iv. The DISH Wireless Debtors estimate the Priority Tax Claims total approximately $8.7 million with an estimated recovery of 100% in the low and high cases.

O. Class 2A – Other Secured Claims:

- Other Secured Claims include any Claim against a DISH Wireless Debtor, other than a DIP Financing Claim or Prepetition Secured Loan Claim, that is (a) secured by a Lien on property in which an Estate has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code; or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code to the extent of the value of such right of setoff.
- There are no Other Secured Claims assumed in the Liquidation Analysis. This is preliminary, subject to change, and may differ materially from the amount of allowed Other Secured Claims ultimately asserted.

P. Class 2B – Other Priority Claims:

- Other Priority Claims include any Claim against a DBS Debtor that is entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or Priority Tax Claim.
- There are no Other Priority Claims assumed in the Liquidation Analysis. This is preliminary, subject to change, and may differ materially from the amount of allowed Other Priority Claims ultimately asserted.

Q. Class 2C – Prepetition Secured Loan Claims:

- The Debtors entered into a secured intercompany loan with DISH DBS Corporation in April 2026. The principal balance of the loan is $75.0 million.
- DBS, as lender, is not expected to perfect its interest in the cash held at the DISH Wireless Debtors. Accordingly, the Prepetition Secured Loan Claim would be reclassified as a general

unsecured claim, recovering on a pro rata basis alongside Class 2E DISH Wireless General Unsecured Claims.

- The DISH Wireless Debtors estimate the Prepetition Secured Loan Claims amount to approximately $76.9 million, which includes PIK interest through the Conversion Date, with an estimated recovery of 34.3% in the low case and 86.5% in the high case.

R. DIP Financing Claim

- The Liquidation Analysis assumes DIP Financing will be drawn on prior to the Conversion Date. This claim is assumed to be junior to Administrative and Priority Claims and senior to all other claims.
- The DISH Wireless Debtors estimate the DIP Financing Claim amounts to approximately $40.0 million with an estimated recovery of 0.0% in the low and high cases.
- For the avoidance of doubt, the DISH Wireless Debtors have not received approval for any DIP Financing. The $40.0 million DIP Financing Claim is included herein for illustrative purposes only based on a projected need for such financing in a chapter 7 liquidation scenario. The priority of the hypothetical DIP Financing Claim is based on the terms of that certain Debtor-In-Possession Loan and Security Agreement, with EchoStar, as lender, DWLLC, as borrower, and each of other DISH Wireless Debtor as guarantor, which provided for a secured, junior, multi-draw debtor-in-possession term loan facility (the "Prior DIP Agreement"). Through the DIP Motion filed on the Petition Date, the DISH Wireless Debtors requested entry into the Prior DIP Agreement. However, as described in the Disclosure Statement, the DISH Wireless Debtors did not proceed with a hearing on the DIP Motion.

S. Class 2D – Secured Type A Claims:

- Secured Type A Claims are those identified in the FCC Trust Agreement as Type A Claims, which are Covered Claims that seek $100,000 or less. Under the FCC Trust Agreement, such Type A Claims are required to be paid in full by the FCC Trust before Type B-1 Claims or Type B-2 Claims may be paid by the FCC Trust.
- To further support the entitlement of Type A Claims to receive distributions, the Chapter 7 Trustee entered into a security agreement (the "Security Agreement") in favor of DWLLC (on behalf of Claimants holding eligible Type A Claims against DWLLC, as the secured party), granting a security interest over all of the Chapter 7 Trustee's right, title, and interest in and to the $200 million deposited into a segregated bank account of the FCC Trust (the "Type A Claims Reserve"). The Chapter 7 Trustee also entered into a deposit account control agreement (the "Control Agreement") among the Chapter 7 Trustee, DWLLC (as the secured party), and the bank at which the Type A Claims Reserve is maintained, pursuant to which the security interest in the Type A Claims Reserve is perfected by control, together with the filing of one or more UCC financing statements. The collateral under the Security Agreement consists of, among other things, the Type A Claims Reserve and the proceeds thereof. The security interest secures only the FCC Trust's obligations to make distributions to Claimants holding eligible Type A Claims against DWLLC.
- Secured Type A Claims includes approximately $120.2 million of Type A Claims. Secured Type A Claims are estimated to recover 100.0% in the low and high cases.

T. Class 2E – DISH Wireless General Unsecured Claims:

- DISH Wireless General Unsecured Claims consist primarily of the claim held by the DBS Claims Trust based on the prepetition intercompany unsecured liabilities it was assigned, prepetition trade claims, claims resulting from the rejection of executory contracts and unexpired leases, and any applicable lender deficiency claims. Descriptions of the general types of claims included within Class 2E are provided below:

  i. **DBS Claims Trust Claim:** On June 30, 2026, DBS assigned its $8.8 billion claim against DWLLC under the DWLLC Intercompany Loan to the DBS Claims Trust for

the ratable benefit of holders of the 2028 Senior Secured Notes, 2029 Senior Notes, and 2029 Senior Notes. Distributions received by the DBS Claims Trust on account of those claims will be distributed ratably to the holders of Allowed 2028 Senior Secured Notes Claims, Allowed 2028 Senior Notes Claims, and Allowed 2029 Senior Notes Claims.

ii. **Contract Rejection Claims:** Contract rejection claims include claims for damages arising from the rejection of certain cell tower Master Lease Agreements ("MLA"), non-MLA tower leases, and other contracts related to the DISH Wireless Debtors' 5G network buildout (*e.g.*, fiber and data center contracts). The Debtors estimate the Contract Rejection Claims amount to approximately $1.5 billion.

iii. **Other General Unsecured Claims:** Other General Unsecured Claims include a $130.0 million intercompany payable owed to DISH Network Corporation ("DNC") as reimbursements for amounts DNC paid on behalf of the DISH Wireless Debtors in connection with shared services between the RSA execution date and April 30, 2026. Other General Unsecured Claims also includes estimates of other intercompany unsecured liabilities incurred by the Company and other types of prepetition unsecured liabilities.

- For purposes of this Liquidation Analysis, the Debtors have estimated $10.6 billion in total DISH Wireless General Unsecured Claims. This estimate is preliminary, subject to change, and may differ materially from the amount of allowed DISH Wireless General Unsecured Claims ultimately asserted The DISH Wireless Debtors' estimated recovery for DISH Wireless General Unsecured Claims is 0.0% in the low case and 0.0% in the high case.

U. Class 2G – DISH Wireless Intercompany Claims

- The Debtors estimate there would be no recovery on any DISH Wireless Intercompany Claims.

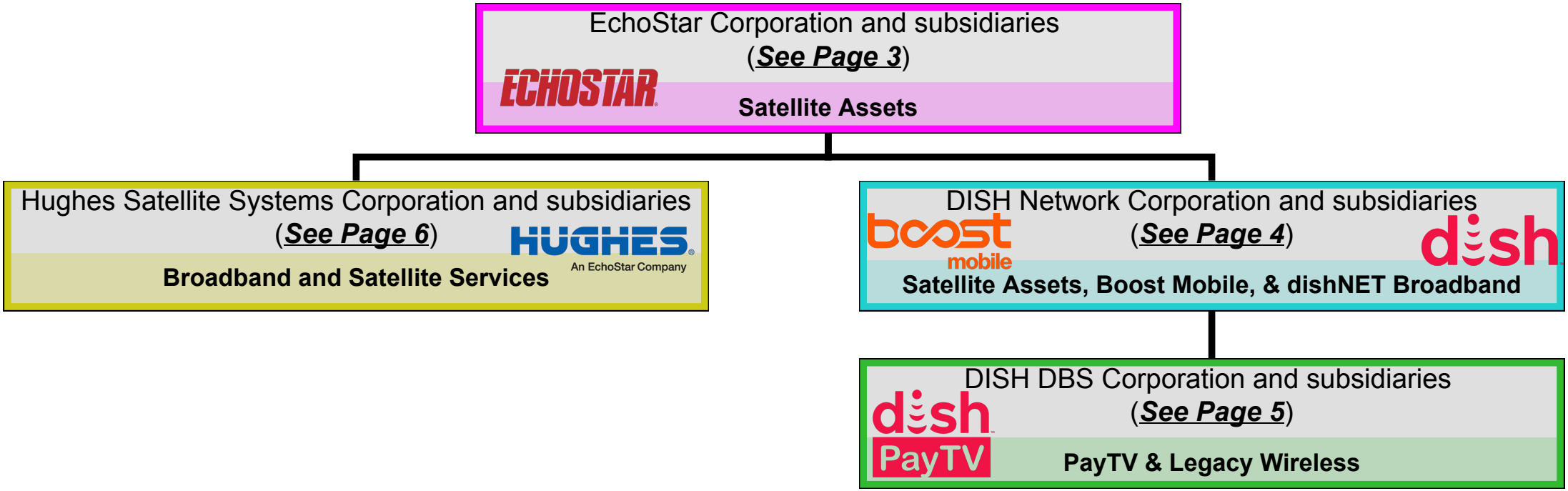
V. Class 2H – Interests in DISH Wireless Debtors

- The Debtors estimate there would be no recovery on any Interests in the DISH Wireless Debtors.

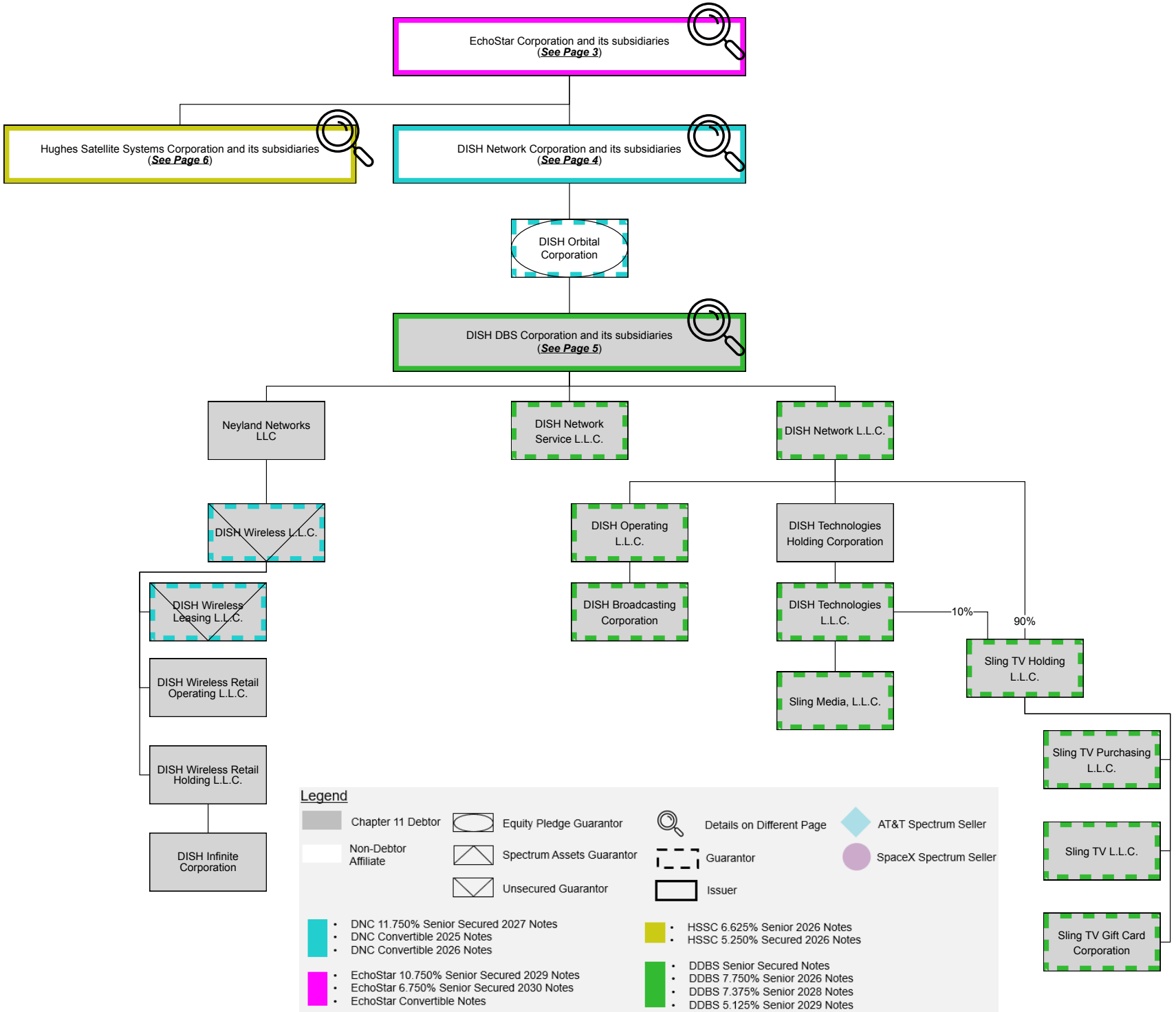
Exhibit E

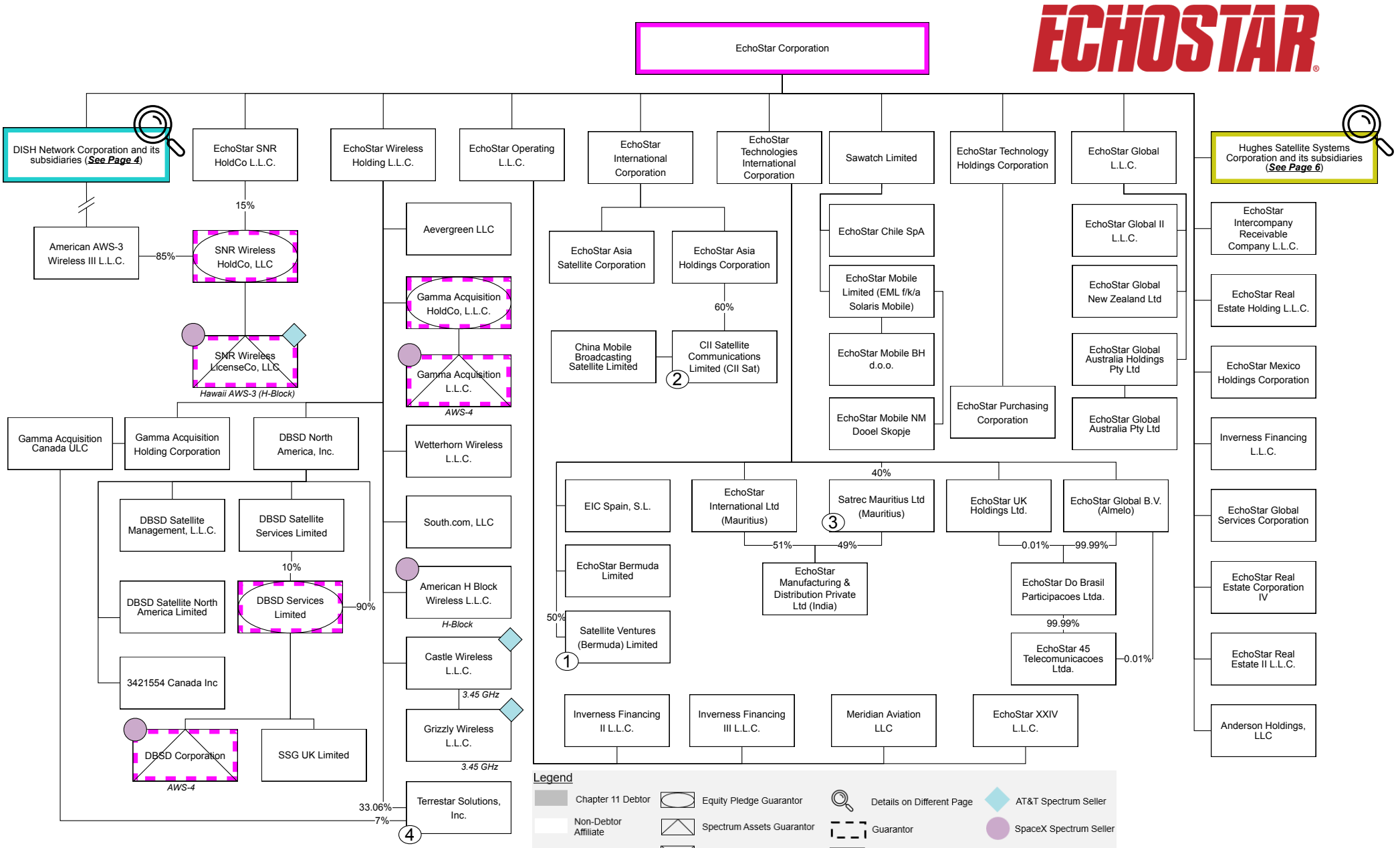
Organizational Structure Chart

Simplified Corporate Structure



Simplified Corporate Structure – Chapter 11 Debtors

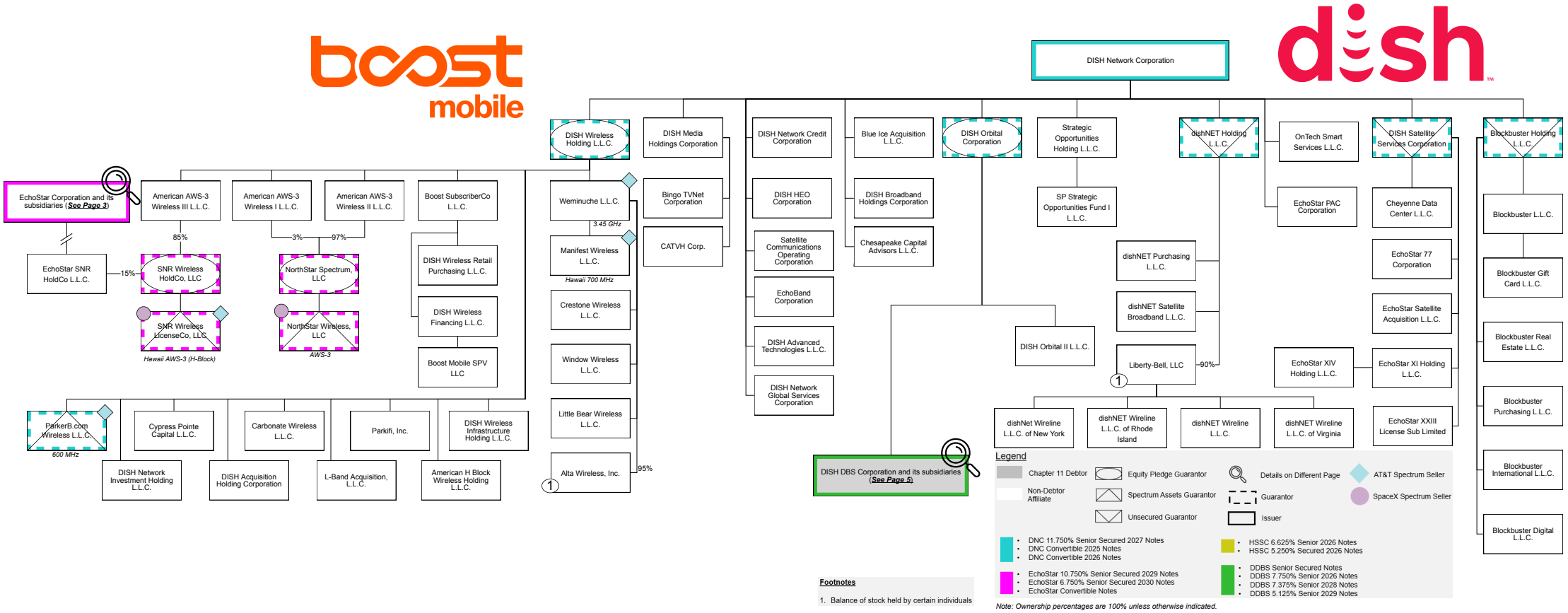


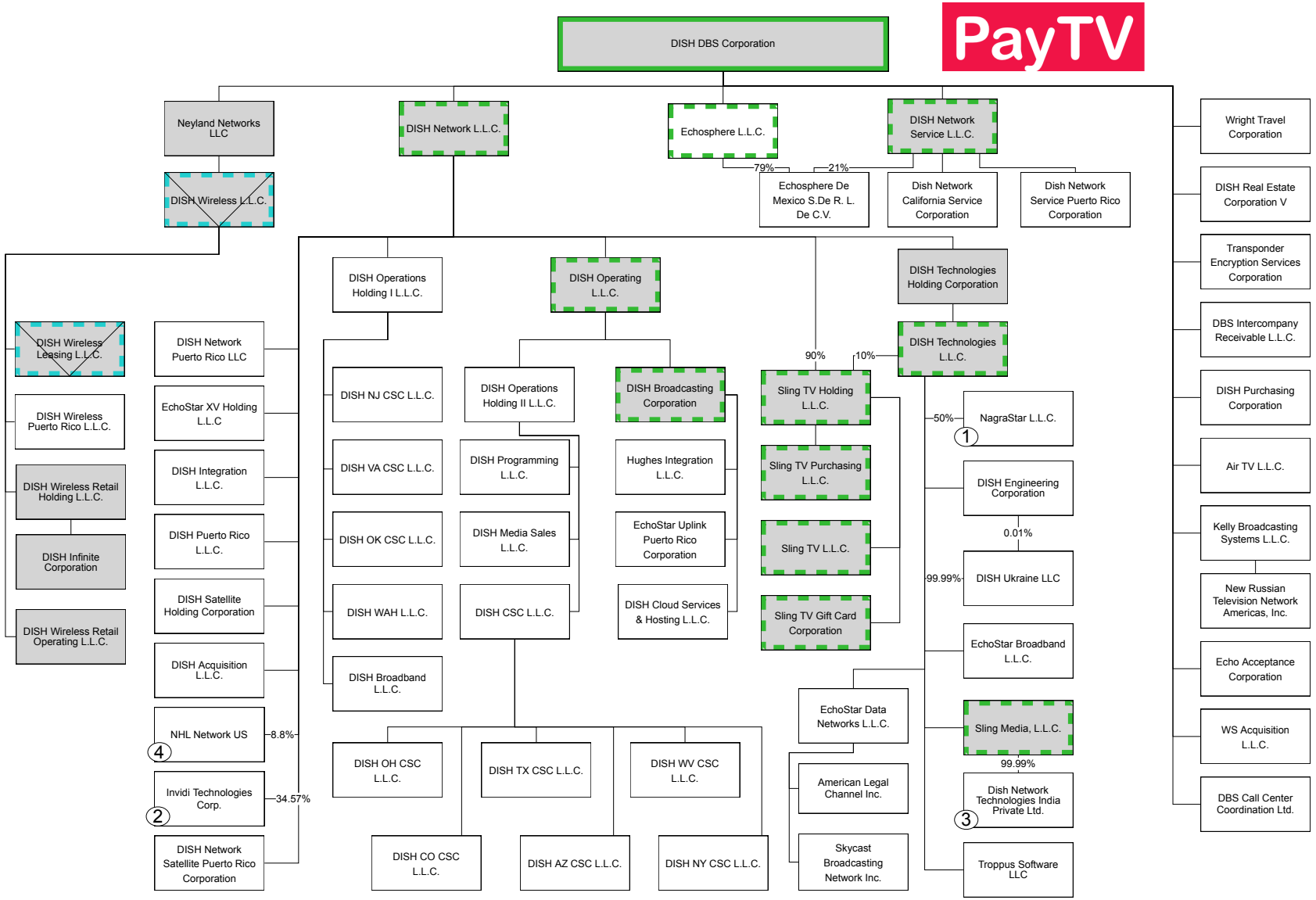


Footnotes

1. Ownership without considering convertible debt. Balance of stock held by SES Finance
2. Balance of stock held by Century Investment Holding Limited
3. Balance of stock held by certain individuals
4. Balance of stock held by Fortress Investment Group and Trio 2 S.E.N.C. General Partnership

Note: Ownership percentages are 100% unless otherwise indicated.


boost mobile
dish
DISH Network Corporation
DISH Wireless Holding L.L.C.
DISH Media Holdings Corporation
DISH Network Credit Corporation
Blue Ice Acquisition L.L.C.
DISH Orbital Corporation
Strategic Opportunities Holding L.L.C.
dishNET Holding L.L.C.
OnTech Smart Services L.L.C.
DISH Satellite Services Corporation
Blockbuster Holding L.L.C.
EchoStar Corporation and its subsidiaries (See Page 3)
American AWS-3 Wireless III L.L.C.
American AWS-3 Wireless I L.L.C.
American AWS-3 Wireless II L.L.C.
Boost SubscriberCo L.L.C.
Weminuche L.L.C.
Bingo TVNet Corporation
DISH HEO Corporation
DISH Broadband Holdings Corporation
SP Strategic Opportunities Fund I L.L.C.
EchoStar PAC Corporation
Cheyenne Data Center L.L.C.
Blockbuster L.L.C.
EchoStar SNR HoldCo L.L.C.
85%
3%
97%
15%
SNR Wireless HoldCo, LLC
NorthStar Spectrum, LLC
DISH Wireless Retail Purchasing L.L.C.
3.45 GHz
Manifest Wireless L.L.C.
CATVH Corp.
Satellite Communications Operating Corporation
Chesapeake Capital Advisors L.L.C.
dishNET Purchasing L.L.C.
EchoStar 77 Corporation
Blockbuster Gift Card L.L.C.
SNR Wireless LicenseCo, LLC
Hawaii AWS-3 (H-Block)
NorthStar Wireless, LLC
AWS-3
DISH Wireless Financing L.L.C.
Hawaii 700 MHz
Crestone Wireless L.L.C.
EchoBand Corporation
dishNET Satellite Broadband L.L.C.
EchoStar Satellite Acquisition L.L.C.
Blockbuster Real Estate L.L.C.
Boost Mobile SPV LLC
DISH Orbital II L.L.C.
Liberty-Bell, LLC
90%
EchoStar XIV Holding L.L.C.
EchoStar XI Holding L.L.C.
Window Wireless L.L.C.
DISH Advanced Technologies L.L.C.
Blockbuster Purchasing L.L.C.
ParkerB.com Wireless L.L.C.
600 MHz
Cypress Pointe Capital L.L.C.
Carbonate Wireless L.L.C.
Parkifi, Inc.
DISH Wireless Infrastructure Holding L.L.C.
Little Bear Wireless L.L.C.
DISH Network Global Services Corporation
dishNet Wireline L.L.C. of New York
dishNET Wireline L.L.C. of Rhode Island
dishNET Wireline L.L.C.
dishNET Wireline L.L.C. of Virginia
EchoStar XXIII License Sub Limited
Blockbuster International L.L.C.
DISH Network Investment Holding L.L.C.
DISH Acquisition Holding Corporation
L-Band Acquisition, L.L.C.
American H Block Wireless Holding L.L.C.
Alta Wireless, Inc.
95%
1
DISH DBS Corporation and its subsidiaries (See Page 5)
Blockbuster Digital L.L.C.
Legend
Chapter 11 Debtor
Non-Debtor Affiliate
Equity Pledge Guarantor
Spectrum Assets Guarantor
Unsecured Guarantor
Details on Different Page
Guarantor
Issuer
AT&T Spectrum Seller
SpaceX Spectrum Seller
DNC 11.750% Senior Secured 2027 Notes
DNC Convertible 2025 Notes
DNC Convertible 2026 Notes
EchoStar 10.750% Senior Secured 2029 Notes
EchoStar 6.750% Senior Secured 2030 Notes
EchoStar Convertible Notes
HSSC 6.625% Senior 2026 Notes
HSSC 5.250% Secured 2026 Notes
DDBS Senior Secured Notes
DDBS 7.750% Senior 2026 Notes
DDBS 7.375% Senior 2028 Notes
DDBS 5.125% Senior 2029 Notes
Footnotes
1. Balance of stock held by certain individuals
Note: Ownership percentages are 100% unless otherwise indicated.



Footnotes

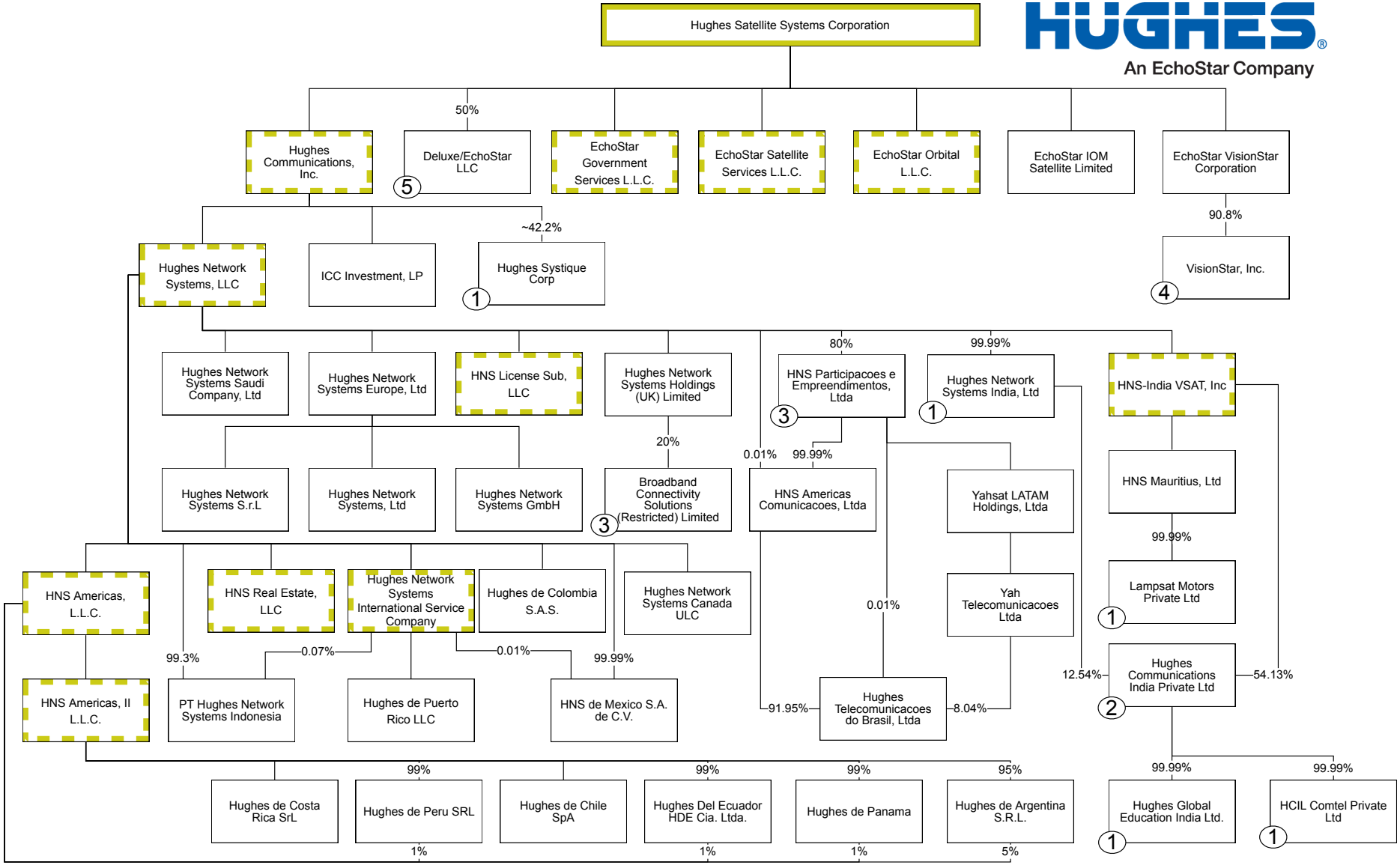
1. Balance of stock held by Nagravision SA (Kudelski Group)
2. Balance of stock held by WPP plc and DirectTV
3. Balance of stock held by an individual
4. Balance of stock owned by DirecTV, Comcast and TSN/Insight

Legend

Chapter 11 Debtor
Non-Debtor Affiliate
Equity Pledge Guarantor
Spectrum Assets Guarantor
Unsecured Guarantor
Details on Different Page
Guarantor
Issuer
AT&T Spectrum Seller
SpaceX Spectrum Seller

- DNC 11.750% Senior Secured 2027 Notes
- DNC Convertible 2025 Notes
- DNC Convertible 2026 Notes
- EchoStar 10.750% Senior Secured 2029 Notes
- EchoStar 6.750% Senior Secured 2030 Notes
- EchoStar Convertible Notes
- HSSC 6.625% Senior 2026 Notes
- HSSC 5.250% Secured 2026 Notes
- DDBS Senior Secured Notes
- DDBS 7.750% Senior 2026 Notes
- DDBS 7.375% Senior 2028 Notes
- DDBS 5.125% Senior 2029 Notes

Note: Ownership percentages are 100% unless otherwise indicated.



Footnotes

1. Balance of stock held by certain individuals
2. Balance of stock held by Bharti Airtel Limited
3. Balance of stock held by Star Satellite Communications Company PrJSC
4. Balance of stock held by an individual
5. Balance of stock held by Deluxe Entertainment Services Group Inc. (MacAndrews & Forbes Holdings Inc.)

Legend

- Chapter 11 Debtor
- Non-Debtor Affiliate
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