

STEPTOE & JOHNSON LLP

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February 5, 2008

Via HAND DELIVERY

Marlene H. Dortch
Secretary
Federal Communications Commission
International Bureau
445 12th Street, S.W.
Washington, DC 20554

FILED/ACCEPTED

FEB - 5 2008

Federal Communications Commission
Office of the Secretary

Re: EchoStar Corporation Application to Launch the AMC-14 Satellite and Operate that Satellite at 61.5° W.L. – File No. SAT-LOA-20071221-00183

Dear Ms. Dortch:

Pursuant to Section 1.65 of the Commission's rules, 47 C.F.R. § 1.65, EchoStar Corporation notifies the Commission that it has reached an amended agreement with SES Americom, Inc. ("SES") relating to the AMC-14 satellite, and incorporates this amended agreement into its Application for Authority to Launch the AMC-14 Satellite and Operate that Satellite at 61.5° W.L., File No. SAT-LOA-20071221-00183, filed December 21, 2007. The amendment to the agreement provides more granular detail on the manner in which the satellite will be operated and controlled.¹ As noted in the Application, EchoStar has purchased all of the capacity on the AMC-14 satellite and will control and operate the satellite under an agreement with SES. Application at 2. EchoStar and SES have amended their agreement to provide greater clarity as to EchoStar's operational control over the satellite at 61.5° W.L. consistent with Commission precedent and the intent of the parties.

¹ As EchoStar explained in the letter it submitted on February 1, 2008, it has replaced EchoStar Satellite Operating Corporation as the applicant on this application. See Letter from Petra A. Vorwig, Counsel to EchoStar, to Marlene H. Dortch, Secretary, FCC, dated February 1, 2008.

Marlene H. Dortch
February 5, 2008
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Please do not hesitate to contact me with any questions.

Respectfully submitted,

Handwritten signature of Pantelis Michalopoulos in black ink, written over a horizontal line. To the right of the signature, there is a small handwritten note that reads "by [initials]".

Pantelis Michalopoulos
Counsel for EchoStar Corporation

cc: (via e-mail)
Robert Nelson – International Bureau
Andrea Kelly – International Bureau
Fern Jarmulnek – International Bureau
Cassandra Thomas – International Bureau
Karl Kensinger – International Bureau

encl:

AMENDMENT #1 TO SATELLITE SERVICE AGREEMENT FOR AMC-14

THIS AMENDMENT #1 ("Amendment #1") to the Satellite Service Agreement for AMC-14 effective as of August 13, 2003, as amended by a letter agreement dated July 31, 2006 (collectively the "Original Agreement"), between SES Americom, Inc., as agent for SES Americom California, Inc. (for the period prior to Intentional Ignition) and AMC-14 Holdings, LLC (for the period on and after Intentional Ignition), on the one hand, and EchoStar Corporation (as assignee of EchoStar Satellite L.L.C., f/k/a EchoStar Satellite Corporation)("Customer"), EchoStar Satellite L.L.C. (solely with respect to the confirmation contained in the second-to-last sentence of this preamble), and DISH Network Corporation, f/k/a EchoStar Communications Corporation (solely as to the obligation set forth in Section 3.C of the Agreement), on the other hand, is made effective as of February 4, 2008 (the "Amendment #1 Effective Date"). All references to "SES Americom" herein shall include SES Americom California, Inc., AMC-14 Holdings, LLC, and SES Americom, Inc. as agent for each. Defined terms used in this Amendment #1 have the meanings specified herein or in the Original Agreement. The Original Agreement as amended by this Amendment #1 is referred to as the "Agreement". The rights and obligations of EchoStar Satellite L.L.C. under the Original Agreement were assigned to Customer in connection with the recent spin-off of certain businesses and assets of DISH Network Corporation and its Affiliates. In connection with such assignment, EchoStar Satellite L.L.C. hereby confirms that it shall remain obligated for performance of all obligations of "Customer" under such agreement, and Customer hereby confirms that it agrees to be bound by the terms of such agreement. Therefore, SES Americom hereby acknowledge and confirm that such assignment is permitted pursuant to Section 10.1 of such agreement.

SES Americom and Customer agree to amend the Original Agreement in accordance with the terms and conditions set forth below.

(1) Section 5.B. Section 5.B of the Original Agreement is hereby replaced in its entirety with the following:

5.B. Direction and Control.

5.B(1) General. SES Americom shall operate AMC-14 under Customer's direction and control for so long as AMC-14 is licensed by the FCC for operation at a Customer Orbital Location.

5.B(2) Action to Protect Satellite. Notwithstanding Subsection 5.B(1), if circumstances occur which in SES Americom's reasonable judgment pose a threat to the stable operation of the Satellite, SES Americom shall have the right to take action it reasonably believes necessary to protect the Satellite, including discontinuance or suspension of operation of the Satellite or any Transponder, without any liability to Customer, except as otherwise set forth in this Agreement, including without limitation MRC adjustments/refunds under Section 2.C. If the discontinuance or suspension of operation is permanent, then, if the discontinuance applies to the entire Satellite, it shall be treated as a Satellite Failure for purposes of Section 2.C, and if the discontinuance applies to particular Transponders, it shall be treated as a Partial Loss for purposes of Section 2.C. SES Americom shall give Customer as much notice as practical under the circumstances of any such discontinuance or suspension. If it becomes necessary to discontinue or suspend service on one or more Transponders on the Satellite, and operational circumstances allow SES Americom to select the Transponder or Transponders to be discontinued or suspended, SES Americom will consult with Customer and implement Customer's preferred course of action, such consultation to take place prior to action by SES Americom unless more immediate action is necessary.

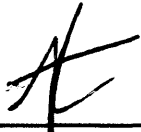
(2) Definition. "Intentional Ignition" shall mean the official time, as indicated in the automatic sequence control equipment, at which the intentional ignition of the first stage engine of the launch vehicle occurs. This definition will be adjusted as necessary to be consistent with the Launch Services Agreement and the launch insurance policy.

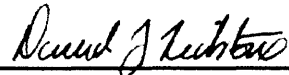
(3) **General.** Except as expressly modified herein, the Original Agreement shall remain in full force and effect in accordance with its terms and conditions.

This Amendment #1 contains the complete and exclusive understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements between the parties with respect thereto.


ECHOSTAR CORPORATION

SES AMERICOM, INC., as agent for SES AMERICOM CALIFORNIA, INC. and AMC-14 HOLDINGS, LLC

By: 
(Signature)
Name: R. Stanton Dodge
(Typed or Printed Name)
Title: EVP & General Counsel

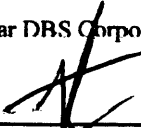
By: 
(Signature)
Name: David J. Lidstone
(Typed or Printed Name)
Title: VP

DISH NETWORK CORPORATION,
solely as to the obligation set forth in Section 3.C of the Agreement

By: 
(Signature)
Name: R. Stanton Dodge
(Typed or Printed Name)
Title: EVP & General Counsel

ECHOSTAR SATELLITE L.L.C.,
solely as to the confirmation set forth in the second-to-last sentence of the preamble of this Amendment #1

By: EchoStar DBS Corporation, its sole member

By: 
(Signature)
Name: R. Stanton Dodge
(Typed or Printed Name)
Title: EVP & General Counsel