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International Bureau

July 5, 2005

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Federal Communications Commission  
Office of Secretary

**VIA HAND DELIVERY**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

**Re: *EchoStar Satellite L.L.C. Application for Special Temporary Authority to Conduct Telemetry, Tracking, and Command Operations during the Relocation of EchoStar 4 to the 77° W.L. Orbital Location, File No. SAT-STA-20050321-00068; Application for Modification of Direct Broadcast Satellite Authorization To Permit Long-Term Cessation of Operations On Three DBS Channels at the 157° W.L. Orbital Location, File No. SAT-MOD-20050513-00103 (Call Sign: S2621); and Application for Modification of Earth Station Authorization to add the EchoStar 4 Satellite at 77° W.L. as a Point of Communication, File No. SES-MFS-20050527-00662 (Call Sign: E020306)***

Dear Ms. Dortch,

On July 1, 2005, EchoStar Satellite L.L.C. ("EchoStar") submitted its Supplement No. 2 To Petition for Reconsideration regarding the above-referenced matters, together with a request that portions of "Attachment B" to that supplement be treated as confidential and not for public inspection under 47 C.F.R. §§ 0.457 and 0.459. *See* Letter from Pantelis Michalopoulos, Counsel for EchoStar Satellite L.L.C. to Marlene H. Dortch, Secretary, FCC (July 1, 2005). "Attachment B" consisted of an amendment to an agreement between EchoStar and SES Americom, Inc. Today, EchoStar is submitting a substitute "Attachment B" consisting of the version of the agreement as executed by the parties, together with a separate request for confidentiality. *See* Letter from Pantelis Michalopoulos, Counsel for EchoStar Satellite L.L.C. to Marlene H. Dortch, Secretary, FCC (July 5, 2005). Please find enclosed a redacted copy of the substitute "Attachment B" for inclusion on the public record.

Marlene H. Dortch  
July 5, 2005  
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Please contact the undersigned if you have questions regarding this matter.

Respectfully submitted,

Handwritten signature of Pantelis Michalopoulos in cursive script, followed by a forward slash and the initials 'DM'.

Pantelis Michalopoulos  
*Counsel for EchoStar Satellite L.L.C.*

Enclosures

cc: (by electronic mail)

Roderick K. Porter, Deputy Bureau Chief, International Bureau  
Cassandra Thomas, International Bureau  
Karl Kensinger, International Bureau  
Jay Whaley, International Bureau

**AMENDMENT #1 TO  
SATELLITE RELOCATION AND USE AGREEMENT  
FOR THE 77° W.L. ORBITAL LOCATION**

THIS AMENDMENT #1 ("Amendment #1") to the Satellite Relocation and Use Agreement for the 77° W.L. Orbital Location effective as of 13 May 2005 (the "Original Agreement"), between EchoStar Satellite L.L.C. ("EchoStar") [REDACTED] on the one hand, and SES GLOBAL Latin America, S.A. ("SES") [REDACTED] on the other hand, is made effective as of 1 July 2005 (the "Amendment #1 Effective Date"). Defined terms used in this Amendment #1 have the meanings specified herein or in the Original Agreement.

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

- (1) Subsection 1.B(4). A new clause (c) is added to Subsection 1.B(4), to read as follows:

1.B(4)(c) Notwithstanding anything to the contrary set forth herein, any operations of the Satellite, other than at the nominal 77° W.L. orbital location, will be subject to licensing by the FCC, including without limitation any operations following the occurrence of an anomaly that results in the inability to maintain the Satellite within  $\pm 0.1$  degrees of its assigned position at the nominal 77° W.L. orbital location. For the avoidance of doubt and notwithstanding anything to the contrary set forth herein, the Satellite shall be subject to the licensing jurisdiction of the FCC upon removal of the Satellite from the nominal 77° W.L. orbital location following the expiration or termination of the Service Term.

- (2) Subsection 2.D(1). Subsection 2.D(1) is revised to read as follows:

2.D(1) [REDACTED]


- (3) Section 9.E. Section 9.E is revised to read as follows:

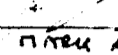
9.E Relocation of Satellite Upon Expiration or Termination. Upon expiration or termination of this Agreement, EchoStar shall have discretion to relocate the Satellite to another BSS orbital location, subject to the prior approval of the FCC.

- (4) 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.


SES GLOBAL Latin America, S.A.

By:   
Name: ROMAIN BAUSCH  
Title: DIRECTOR

By:   
Name: FABRIEN RIGOLLE  
Title: DIRECTOR



EchoStar Satellite L.L.C.

By:   
Name: R. Stanton Dodge  
Title: SVP, Deputy General Counsel & Asst. Secretary



[SIGNATURE PAGE FOR AMENDMENT #1 TO THE SATELLITE RELOCATION AND USE AGREEMENT FOR THE 77° W.L. ORBITAL LOCATION]

RSU  
