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June 16, 2008

BY HAND DELIVERY

Marlene H. Dortch
Secretary
Federal Communications Commission
The Portals
455 12th Street, S.W.
Washington, D.C. 20554

**Re: EchoStar Corporation - Application for Special Temporary Authority to Operate
the EchoStar 8 Satellite at 77° W.L.
File No. SAT-STA-20080616-00121**

REQUEST FOR CONFIDENTIAL TREATMENT

Dear Ms. Dortch:

EchoStar Corporation ("EchoStar"), pursuant to the provisions of Sections 0.457 and 0.459 of the Commission's Rules governing submission of confidential materials, 47 C.F.R. §§ 0.457, 0.459, respectfully requests that the unredacted copies of Attachment 3 and 4 of the above referenced application be afforded confidential treatment and not be placed in the Commission's public files. Attachment 3 provides the Satellite Relocation and Use Agreement, as amended, between EchoStar Satellite LLC, EchoStar's sister company, and SES Global Latin America, SA ("SES"). Attachment 4 provides an amendment to the agreement executed on June 12, 2008. EchoStar is also supplying the Commission with a public, redacted version of Attachment 3 and 4, and this request for confidential treatment relates only to the portions of the attachments that were redacted from the public version.¹

This request, and the rationale for it, is not new to the Commission. In indistinguishable circumstances, the Commission has previously afforded confidential treatment

¹ Both the public, redacted version, and the confidential unredacted version of the attachments are included with this request for confidential treatment.

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to Attachment 3 in EchoStar's application to move the EchoStar 4 satellite to 77° W.L. and operate it as a Mexican-licensed satellite.² Because Attachment 4 represents an amendment to the agreement that was previously treated as confidential, it should accordingly be granted confidential treatment. Specifically, the redacted portions of the attachments address commercial arrangements that have not yet been completed and future obligations of the parties related to the operation of the EchoStar 2, EchoStar 4 and EchoStar 8 satellites, including price terms and provisions that could reveal SES's and EchoStar's business plans to competitors. That material qualifies as "commercial or financial information" that "would customarily be guarded from competitors" regardless of whether or not such materials are protected from disclosure by a privilege. *See* 47 C.F.R. § 0.457(d); *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992) ("[W]e conclude that financial or commercial information provided to the Government on a voluntary basis is 'confidential' for the purpose of Exemption 4 if it is of a kind that would customarily not be released to the public by the person from whom it was obtained."); *see also* *DIRECTV, Inc.: Request for Special Temporary Authority to Relocate DIRECTV 3 to 82° W.L. and to Conduct Telemetry, Tracking and Command ("TT&C") Operations for an Interim Period*, File No. SAT-STA-20030903-00300 (application in which the FCC accepted redacted contract as part of record).

As an initial matter, most businesses do not publicly reveal their distribution and customer contracts that enable them to provide their service in the market. Thus, many of the specific terms in such an agreement would be the type of commercial information that "would not customarily be released to the public" and should be treated as confidential. Companies routinely guard information about their future plans or operations from their competitors. Finally the fact that the redacted information in the attachments is the type of information that "would customarily be guarded from competitors" is demonstrated by the Confidentiality and Nondisclosure provisions (Article 8) of the Satellite Relocation and Use Agreement that is provided in Attachment 3 and the subject of the amendment provided in Attachment 4. Thus, the Commission should treat the redacted information as confidential under Section 0.457(d).

In addition, the redacted portions of the Agreement also contain highly sensitive information that if disclosed could place both EchoStar and SES at a competitive disadvantage, including specific information regarding future actions and obligations. There are a number of entities who would stand to benefit competitively from any knowledge of the redacted commercial terms included in the attachments.

In support of this request and pursuant to 47 C.F.R. § 0.459(b), EchoStar hereby states as follows:

² *See* *EchoStar Satellite LLC 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 (filed March 21, 2005); *see also* *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 (filed May 27, 2005).

1. The information for which confidential treatment is requested includes information on commercial arrangements that have not yet been completed and future obligations of the parties related to the use and operation of the EchoStar 2, EchoStar 4 and EchoStar 8 satellites. As noted above, EchoStar is filing a redacted version of the attachments with this submission, and this request for confidential treatment pertains only to those provisions of the attachments that are redacted from the public version.
2. The redacted information is being submitted as part of EchoStar's application for special temporary authority to operate the EchoStar 8 satellite from the 77° W.L. orbital location.
3. The redacted portions of the attachments contain sensitive commercial information. Specifically, the redacted information addresses further commercial arrangements that have not yet been completed and future obligations regarding the operation of the EchoStar 8 satellite, including price terms and provision that could reveal SES's and EchoStar's business plans to competitors. This information is commercial information that has not been made public and is not available to EchoStar's and SES's competitors.
4. The redacted information pertains to the provision of multichannel video programming. The multichannel video programming distribution ("MVPD") market is a competitive market. *See, e.g., In the Matter of Annual Assessment in the Market of the Delivery of Video Programming, Eleventh Annual Report, 20 FCC Rcd 2755 (2005).* EchoStar faces competition from, among others, cable television providers and DirecTV, a larger digital broadcast satellite provider. These competitors could potentially use the redacted information to gain an advantage in the MVPD market.
5. Disclosure of the redacted information could result in substantial competitive harm to EchoStar and SES. The redacted information regarding future operations of the EchoStar 2 and EchoStar 8 satellites at 77° W.L. would give EchoStar's and SES's competitors advanced notice of future plans that have not previously been made public. This would allow these competitors to take steps to counter whatever advantage EchoStar and SES may gain in the market based on the future operations of these satellites. In addition, the redacted information regarding further commercial arrangements that have not yet been completed could provide EchoStar's and SES's competitors with the ability to negatively impact these further commercial arrangements.

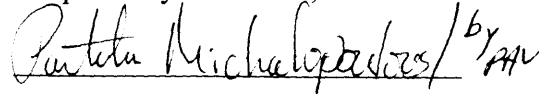
6. EchoStar takes significant measures to ensure that this confidential information is not disclosed to the public.
7. The redacted material for which non-disclosure is sought is not available to the public.
8. EchoStar requests that the redacted materials be withheld from disclosure for an indefinite period. Disclosure of this information at any time could jeopardize the competitive positions of EchoStar and SES.
9. Finally, EchoStar notes that a denial of its request that this information be kept confidential would impair the Commission's ability to obtain this type of voluntarily disclosed information in the future. The ability of a government agency to continually obtain confidential information was behind the legislative purpose in developing exemptions from the Freedom of Information Act. *See Critical Mass Energy Project v. NRC*, 975 F.2d 871, 878 (D.C. Cir. 1992) ("Where, however, the information is provided to the Government voluntarily, the presumption is that [the Government's] interest will be threatened by disclosure as the persons whose confidences have been betrayed will, in all likelihood, refuse further cooperation."). The U.S. Court of Appeals for the D.C. Circuit has recognized a "private interest in preserving the confidentiality of information that is provided the Government on a voluntary basis." *Id.* at 879. The Commission should extend a similar recognition to the redacted materials.

EchoStar requests that the Commission return the Agreement if its request for confidentiality is denied. *See* 47 C.F.R. § 0.459(e). To the extent that the Commission concludes that the disclosure of some or all of the redacted terms should be made available to any parties to this proceeding, EchoStar would be willing to discuss the terms of a Protective Order and provide a somewhat less redacted version of the Agreement for review by outside counsel for those parties.

Marlene H. Dortch
June 16, 2008
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STEPHENS & JOHNSON LLP

Respectfully submitted,

 Pantelis Michalopoulos / by *AM*

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Enclosures

cc: Andrea Kelly – International Bureau

FILED/ACCEPTED
JUN 16 2008
Federal Communications Commission
Office of the Secretary

File No. SAT-STA-20080616-00121

Redacted – For Public Inspection

ATTACHMENT 3

SATELLITE RELOCATION AND USE AGREEMENT
FOR THE 77° W.L. ORBITAL LOCATION

THIS AGREEMENT between EchoStar Satellite L.L.C. ("EchoStar"), a limited liability company organized under the laws of Colorado, [REDACTED]

[REDACTED] on the one hand, and SES GLOBAL Latin America, S.A. ("SES"), a limited liability company (Société Anonyme) organized under the laws of Luxembourg, [REDACTED]

[REDACTED] on the other hand, is made effective as of 13 May 2005 (the "Effective Date"). Defined terms used in this Agreement have the meanings specified herein. This Agreement constitutes the "Lease" and "Lease-Back" agreements contemplated by the Agreement Regarding 77° W.L. BSS Frequencies between the parties dated 17 November 2004.

ARTICLE 1. SCOPE

1.A. Relocation of EchoStar IV Satellite. In order to preserve Mexico's ITU priority with respect to the modification (MEX-TDH-1A, 1B) to the ITU Region 2 Plan for BSS filed on or about 22 April 1996 by the Mexican government relating to the use by SES of BSS frequencies at the 77° W.L. orbital location (the "Orbital Location") and thereby permit the use of the Orbital Location for service into Mexico and the United States, the Mexican government is required, in accordance with ITU requirements, to have a satellite with certain technical parameters brought into use at the Orbital Location by 10 July 2005. Subject to and in accordance with the terms and conditions stated herein, EchoStar has agreed to relocate the satellite known as "EchoStar IV" (the "Satellite") to the Orbital Location in order for SES to meet the above-referenced ITU requirements. Notwithstanding that SES, and EchoStar are parties to this Agreement, the parties recognize that some of the obligations to be performed hereunder may need to be performed or executed by Affiliates of such entities and therefore the defined terms "SES" and "EchoStar" shall be interpreted to include such Affiliates. Each party shall bear full responsibility for all acts and omissions of its Affiliates arising out of or relating to this Agreement, to the same extent as if such acts or omissions were committed by such party.

1.B. Regulatory Matters.

1.B(1) 77° W.L. License. SES agrees to use commercially reasonable efforts to maintain the Concession and to pursue, secure, as soon as reasonably practicable, and maintain all other Authorizations necessary for the Service Term from SCT, COFETEL, all other Mexican Governmental Entities and the ITU to (a) relocate the Satellite to the Orbital Location, and (b) permit (i) TT&C functions for the Satellite at the Orbital Location to be uplinked from an earth station located in Mexico, (ii) EchoStar to uplink video, data and audio services from the United States to, and downlink video, data and audio services into the United States, Mexico and Central America from, the Satellite and the QuetzSat-1 Satellite using all of the 77° W.L. Frequencies at the Orbital Location, and (iii) EchoStar to use the Satellite and the QuetzSat-1 Satellite at the Orbital Location for the Intended Purpose, [REDACTED]

[REDACTED] (The parties acknowledge and agree that the reference in the foregoing clause (iii) to the Intended Purpose is not intended and shall not be construed to foreclose EchoStar from use of the Satellite or the QuetzSat-1 Satellite for other authorized purposes.) In connection with the foregoing, SES agrees to file all documents and take all actions necessary to obtain the 77° W.L. License as soon as reasonably practicable. SES agrees to use commercially reasonable efforts to respond promptly to requests for further information from SCT, COFETEL, other Mexican Governmental Entities and the ITU. SES

agrees to consult regularly with EchoStar during the regulatory process for the 77° W.L. License, and shall advise EchoStar on a timely basis of all material developments concerning such process.

Upon the request of SES, EchoStar agrees to provide reasonable support to assist SES in the regulatory process for the 77° W.L. License.

1.B(2) *FCC Approvals.* EchoStar agrees to use commercially reasonable efforts to pursue, secure, as soon as reasonably practicable, and maintain all Authorizations necessary for the Service Term from United States Governmental Entities (including without limitation the FCC and Department of State) to (a) relocate the Satellite to the Orbital Location, and (b) permit (i) TT&C functions for the Satellite at the Orbital Location to be uplinked from an earth station located in Mexico, (ii) EchoStar to uplink video, data and audio services from the United States to, and downlink video, data and audio services into the United States, Mexico and Central America from, the Satellite and the QuetzSat-1 Satellite using all of the 77° W.L. Frequencies at the Orbital Location, and (iii) EchoStar to use the Satellite and the QuetzSat-1 Satellite at the Orbital Location for the Intended Purpose, including without limitation all necessary blanket authorizations of earth stations (i.e., for up to one million earth stations) seeking to receive direct-to-home transmissions in the United States from the Satellite and the QuetzSat-1 Satellite at the Orbital Location (collectively, the "FCC Approvals"). Notwithstanding the foregoing, EchoStar shall have discretion as to whether and when to request the Authorizations necessary to downlink video, data and audio services into the United States. (The parties acknowledge and agree that the reference in the foregoing clause (iii) to the Intended Purpose is not intended and shall not be construed to foreclose EchoStar from use of the Satellite or the QuetzSat-1 Satellite for other authorized purposes.) In connection with the foregoing, EchoStar agrees to file all documents and take all actions necessary to obtain the FCC Approvals as soon as reasonably practicable. EchoStar agrees to use commercially reasonable efforts to respond promptly to requests for further information from United States Governmental Entities. EchoStar agrees to consult regularly with SES during the regulatory process for the FCC Approvals, and shall advise SES on a timely basis of all material developments concerning such process.

Upon the request of EchoStar, SES agrees to provide reasonable support to assist EchoStar in the regulatory process for the FCC Approvals, and to cause its local partners to provide such reasonable support.

1.B(3) *Coordination.*

1.B(3)(a)

[REDACTED]

1.B(3)(b)

[REDACTED]

1.B(4) *Miscellaneous.*

1.B(4)(a) Each party's obligations under this Agreement are subject to such party receiving all Authorizations necessary for such party to undertake the obligations to which it has agreed herein, including without limitation all such Authorizations from the FCC, the United States Department of State, SCT and COFETEL.

[REDACTED]

1.B(4)(b)

[REDACTED]

[REDACTED]

1.C. Satellite Relocation.

1.C(1) Once the specific FCC Approvals necessary to relocate the Satellite have been received, EchoStar shall commence relocating the Satellite to the Orbital Location as soon as reasonably practicable [REDACTED] and use commercially reasonable efforts to (a) complete relocation of the Satellite to the Orbital Location as soon as reasonably practicable [REDACTED], (b) complete testing of the Satellite within [REDACTED], and (c) complete the operational plan developed pursuant to Section 5.B to bring into use, for ITU purposes, the 77° W.L. Frequencies. Maintenance of the Satellite at the Orbital Location for the duration of the Service Term is subject to EchoStar's rights under Section 2.D.

1.C(2) [REDACTED]

1.D. **Direction of Operations.** Notwithstanding any other provision of this Agreement, the Satellite shall be under the direction or control of SES consistent with the Concession and the *Ley Federal de Telecomunicaciones* (Mexico) at all times during which the Satellite is being operated at the Orbital Location pursuant to the 77° W.L. License. Subject to the immediately preceding sentence, EchoStar shall be responsible for the TT&C of the Satellite, subject to compliance with the Concession and receipt of all necessary FCC Authorizations. EchoStar and SES agree that the use and operations of the Satellite shall at all times be subject to the authority of the Mexican government, and comply with applicable Mexican and United States laws and regulations, including without limitation the right of the Mexican government to assume and retain possession of any radio station pursuant to *Ley Federal de Telecomunicaciones* (Mexico). In the event that the Mexican government takes possession of the Satellite pursuant to *Ley Federal de Telecomunicaciones* (Mexico), [REDACTED]

1.E. **Term.** The term for the Service provided under this Agreement (the "Service Term") shall commence on the In-Service Date for the Satellite at the Orbital Location (the "Commencement Date"). Unless earlier terminated by either party in accordance with the terms and conditions of this Agreement, the Service Term and this Agreement shall expire, except as otherwise provided herein or as the parties

REDACTED -- FOR PUBLIC INSPECTION

may otherwise agree, on the earliest of:

[REDACTED]

1.F. Notices. All notices regarding technical or operational matters requiring immediate attention will be given by telephone to the telephone numbers set forth below and shall be followed by written notification. Any notice required or permitted to be given hereunder shall be in writing and shall be sent by facsimile transmission, or by first class certified mail, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, addressed to such party at the address set forth below, or sent by facsimile to the fax number set forth below, or such other address or fax number as such party may have substituted by written notice to the other party. The sending of such notice with confirmation of receipt thereof (in the case of facsimile transmission) or receipt of such notice (in the case of delivery by mail or by overnight courier service) shall constitute the giving thereof.

If to be given to EchoStar:

[REDACTED]

EchoStar's 24-Hour Emergency Telephone # for Technical/Operational Issues:

[REDACTED]

If to be given to SES:

[REDACTED]

[REDACTED]

[REDACTED]

SES's 24-Hour Emergency Telephone # for Technical/Operational Issues:
[REDACTED]

ARTICLE 2. SPECIFIC TERMS

2.A. Right to Use. Subject to and in accordance with the terms and conditions stated herein, EchoStar shall have the exclusive right to use all of the capacity of the Satellite (the "Service") at the Orbital Location for the Service Term of this Agreement. Subject to SES's rights under the first sentence of Section 1.D, EchoStar shall be responsible for the provision, installation, operation and maintenance of all earth station facilities and equipment for transmitting signals to, and receiving signals from, the Satellite.

2.B. Taking the Satellite Out of Commercial Operation. [REDACTED]

2.C. Conditions of License. EchoStar and SES have accepted the application of the conditions for the concession to occupy the Orbital Location, develop its corresponding BSS frequencies, and broadcast and receive signals established and issued by SCT to QuetzSat on 2 February 2005 (the "Concession") (appended to this Agreement as Attachment A).

2.D. [REDACTED]

2.D(1) [REDACTED]

2.D(2) [REDACTED]

[REDACTED]

2.E Health Reports. Appended to this Agreement as Attachment B is a summary health report for the Satellite. As soon as reasonably practicable following the end of each calendar quarter during the Service Term, EchoStar will provide a summary health report to SES in a substantially similar form as Attachment B. SES is authorized by EchoStar to provide copies of such health reports to cognizant Governmental Entities to the extent required under applicable law. Both Attachment B and the summary health reports to be provided during the Service Term are subject to appropriate redactions in order to comply with ITAR and other applicable laws. Upon request of SES, EchoStar agrees to provide an unredacted version to a "U.S. person" (as such term is defined in ITAR) designated by SES and acceptable to EchoStar.

ARTICLE 3. PAYMENT

3.A.

[REDACTED]

3.B. Billing and Payment.

[REDACTED]

[REDACTED]

[REDACTED]

3.C. Taxes and Other Charges. [REDACTED]

ARTICLE 4. SERVICE RESPONSIBILITIES

4.A. Laws and Regulations Governing the Service. Location and operation of the Satellite and EchoStar's and SES's performance of all obligations pursuant to this Agreement are subject to all applicable laws and regulations of both Mexico and the United States, including without limitation the ITAR, as amended, the *Ley Federal de Telecomunicaciones* (Mexico), as amended, the Communications Act, and all applicable policies, decisions, orders, rules and regulations of SCT, COFETEL and the FCC; provided that it is understood that location and operation of the Satellite at the Orbital Location shall be subject to the licensing jurisdiction of Mexico and that the United States shall not have responsibility for the Satellite during its location and operation at the Orbital Location.

4.B. Use Conditions.

4.B(1) EchoStar will use the Service in accordance with all applicable laws and regulations. EchoStar will not use the Service for any unlawful purpose, including violation of laws governing the content of material transmitted using the Service. [REDACTED]

4.B(2) [REDACTED]

ARTICLE 5. OPERATIONAL MATTERS

5.A. Service Access. EchoStar is responsible for providing, operating and maintaining the equipment necessary to access the Satellite and the Service. EchoStar at its expense shall provide SES with any descrambling or decoding devices that may be required for signal monitoring.

5.B. Use of Frequencies. [REDACTED]

[REDACTED]

5.C [REDACTED]

ARTICLE 6. INDEMNIFICATION

[REDACTED]

**ARTICLE 7. REPRESENTATIONS, WARRANTIES AND COVENANTS; WARRANTY
DISCLAIMER; LIMITATION OF LIABILITY**

7.A. SES's Representations, Warranties and Covenants. SES hereby represents, warrants and covenants to EchoStar as follows:

7.A(1) [REDACTED]

7.A(2) [REDACTED]

7.A(3) [REDACTED]

7.A(4)

7.A(5)

7.A(6)

7.A(7)

7.A(8)

7.A(9)

7.B.

7.B(1)(a)

7.B(1)(b)

7.B(2)

7.B(3)

REDACTED – FOR PUBLIC INSPECTION

7.C. EchoStar's Representations, Warranties and Covenants. EchoStar hereby represents, warrants and covenants to SES as follows:

7.C(1)

7.C(2)

7.C(3)

7.C(4)

7.C(5)

7.C(6)

7.D.

7.D(1)(a)

7.D(1)(b)

7.D(2)

[REDACTED]

7.D(3) [REDACTED]

7.E. Warranty Disclaimer.

7.E(1) [REDACTED]

[REDACTED]

7.E(2) [REDACTED]

[REDACTED]

7.F. Limitation of Liability.

7.F(1) [REDACTED]

[REDACTED]

7.F(2) [REDACTED]

[REDACTED]

7.F(3) [REDACTED]

[REDACTED]

7.G Survival. The provisions of this Article 7 shall survive expiration or termination of this Agreement indefinitely.

[REDACTED]

ARTICLE 8. CONFIDENTIALITY AND NONDISCLOSURE

8.A. Certain Information Regarding the Service. Except for disclosures required by a court or Governmental Entity or to assignees permitted under Section 10.1, each party hereby agrees not to disclose to third parties (without the prior written consent of the other party) the material terms and conditions of this Agreement (including but not limited to the prices, payment terms, schedules, protection arrangements, and restoration provisions thereof) and all information provided to SES related to the design and performance characteristics of the Satellite, and any subsystems or components thereof.

8.B. Proprietary Information.

8.B(1) To the extent that either party discloses to the other any other information which it considers proprietary or is proprietary information of a third party, in written or tangible form, said party shall identify such information as proprietary when disclosing it to the other party by marking it clearly and conspicuously as proprietary information. Any proprietary disclosure to either party, if made orally, shall be identified as proprietary information at the time of disclosure, if the disclosing party wishes to keep such information proprietary under this Agreement. Any such information disclosed under this Agreement shall be used by the recipient thereof only in its performance under this Agreement.

8.B(2) Neither party shall be liable for the inadvertent or accidental disclosure of such information marked as proprietary, if such disclosure occurs despite the exercising of the same degree of care as the receiving party normally takes to preserve and safeguard its own proprietary information (but not less than reasonable care) or if such information (a) is or becomes lawfully available to the public from a source other than the receiving party before or during the period of this Agreement, (b) is released in writing by the disclosing party without restrictions, (c) is lawfully obtained by the receiving party from a third party or parties without obligation of confidentiality, (d) is lawfully known by the receiving party prior to such disclosure, or (e) is at any time lawfully developed by the receiving party completely independently of any such disclosure or disclosures from the disclosing party.

8.B(3) In addition, neither party shall be liable for the disclosure of any proprietary information which it receives under this Agreement pursuant to judicial action or decree, or pursuant to any requirement of any Government or any agency or department thereof, having jurisdiction over such party, provided that in the reasonable opinion of counsel for such party such disclosure is required, and provided further that such party to the extent reasonably practical shall have given the other party notice prior to such disclosure.

8.C. Survival. The provisions of this Article 8 are in addition to, and not in lieu of, any agreements of the parties regarding confidentiality executed by the parties on or before the date hereof and shall survive expiration or termination of this Agreement indefinitely.

ARTICLE 9. TERMINATION

9.A. Termination. In addition to any rights of termination provided in other Articles of this Agreement, either party may terminate this Agreement (a "Termination for Default") by giving the other party written notice thereof in the event:

[REDACTED]

[REDACTED]

[REDACTED]

9.B. Refunds. [REDACTED]

9.C. Termination Liability. [REDACTED]

9.D [REDACTED]

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 Governmental Entity to which that orbital location is allotted by the ITU.

ARTICLE 10. GENERAL PROVISIONS

10A. Force Majeure. If a Force Majeure Event under this Agreement has occurred and is continuing, then the performance obligations of the party directly affected by such Force Majeure Event under this Agreement shall be suspended for the duration of such Force Majeure Event and such party shall not be liable to the other by reason of any delay or failure in performance of this Agreement which arises out of such Force Majeure Event; provided that the party directly affected by such Force Majeure Event shall promptly take and continue to take all reasonable actions to abate such Force Majeure Event as soon as possible. If a payment is made late as a result of a Force Majeure Event (e.g., unscheduled closure of the banking settlement system), then interest at 30-day LIBOR shall be paid from the due date until the date actually paid.

10.B. No Implied License. The provision of services or the conveying of any information under this Agreement shall not convey any license by implication, estoppel or otherwise, under any patents or other intellectual property rights of SES or EchoStar, and their Affiliates, contractors and vendors.

[REDACTED]

10.C. No Third Party Rights; No Fiduciary Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third party to create any rights, obligations or interests in third parties, or to create the relationship of principal and agent, partnership or joint venture or any other fiduciary relationship or association between the parties.

10.D. No Waiver; Remedies Cumulative. No waiver, alteration, or modification of any of the terms of this Agreement will be binding unless in writing and signed by both parties. All remedies and rights hereunder and those available in law or in equity shall be cumulative, and the exercise by a party of any such right or remedy shall not preclude the exercise of any other right or remedy available under this Agreement in law or in equity.

10.E. [REDACTED]

10.F. Governing Law and Jurisdiction.

10.F(1) Each party hereby irrevocably and unconditionally agrees that the relationship between the parties, including without limitation all disputes, controversies or claims, whether arising in contract, tort, or under statute, shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts to be made and performed entirely within the State of New York by residents of the State of New York, without giving any effect to its conflict of law provisions.

10.F(2) Each party hereby irrevocably and unconditionally (a) agrees that any suit, action or proceeding against SES or SES GLOBAL S.A. by EchoStar with respect to this Agreement shall be instituted only in the trial court of Princeton, New Jersey, or the U.S. District Court for the District of New Jersey (and appellate courts from any of the foregoing), as EchoStar may elect in its sole discretion, (b) agrees that any suit, action or proceeding against EchoStar or EchoStar Communications Corporation by SES with respect to this Agreement shall be instituted only in the trial court of Denver, Colorado, or the U.S. District Court for the District of Colorado (and appellate courts from any of the foregoing), as SES may elect in its sole discretion, (c) consents and submits, for itself and its property, to the jurisdiction of such courts for the purpose of any such suit, action or proceeding instituted against it by any other, and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10.F(3) Each party hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Subsection 10.F(2) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address for notices pursuant to Section 1.F, such service to become effective thirty (30) days after such mailing, provided that nothing contained in this Subsection 10.F(3) shall affect the right of any party to serve process in any other manner permitted by law.

10.F(4) Each party hereby irrevocably and unconditionally (a) waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court specified in clause (a) or clause (b) of Subsection 10.F(2) (as applicable), (b) waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and (c) agrees not to plead or claim either of the foregoing.

10.F(5) The provisions of this Section 10.F shall survive expiration or termination of this Agreement indefinitely.

10.G. Specific Performance. Each party recognizes that any material breach of the terms of this Agreement would give rise to irreparable harm to the other party for which money damages would not be an adequate remedy, and accordingly agrees that, any term of this Agreement to the contrary notwithstanding, in addition to all other remedies available to it, each party shall be entitled to enforce the terms of this Agreement by a decree of specific performance against the other party, in each case without the necessity of proving the inadequacy of money damages, provided that EchoStar shall not be entitled to receive such specific performance with respect to any action that would: (1) pose or allow to remain a threat to the health and stable operation of the Satellite; or (2) result in a violation by SES of any applicable law or regulation, or any coordination agreement or requirement. Such remedy shall not be deemed the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies that a party may have at law, in equity, under contract or otherwise.

10.H. Headings; Severability; EchoStar Purchase Orders. All titles and headings in this Agreement are for reference purposes only and will not affect the meaning or construction of the terms of this Agreement. If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable. EchoStar agrees that any purchase order or other similar document that EchoStar may issue in connection with this Agreement will be for EchoStar's internal purposes only and, therefore, even if acknowledged by SES, will not in any way add to, subtract from, or in any way modify the terms and conditions of this Agreement.

10.I. Assignment and Other Third Party Use.

10.I(1) EchoStar shall, without SES's prior consent, have the right to assign or transfer (which, for clarification purposes, shall include the right to sublease) its rights or obligations in whole or in part under this Agreement (a) to any Affiliate or third party, or (b) in connection with an assignment or grant of a security interest in this Agreement as part of a financing transaction of EchoStar, provided that (i) EchoStar remains obligated for performance of all obligations of "EchoStar" under this Agreement, (ii) such Affiliate or third party agrees to be bound by the terms of this Agreement, and (iii) EchoStar shall obtain SES's prior written consent, which consent may be withheld in its sole discretion, to any proposed assignment or transfer under clause (a) of this Subsection 10.I(1) to (x) a competitor of SES that is not an Affiliate of EchoStar, or (y) an entity that is not an Affiliate of EchoStar with whom SES, acting reasonably and in accordance with its business practices, would choose not to do business. Notwithstanding the foregoing, (A) EchoStar shall be permitted to assign this Agreement to an Affiliate of EchoStar that owns all or substantially all of the revenue-generating activities conducted by EchoStar as of the date hereof, in which case EchoStar shall no longer be obligated for performance of any obligations of "EchoStar" under this Agreement, and (B) EchoStar may assign or transfer its rights or obligations in whole under this Agreement to an Affiliate or a third party whose financial condition, in SES's reasonable opinion (to be obtained prior to such assignment or transfer), is equal to or better than EchoStar's financial condition at the time of transfer, in which case EchoStar shall not remain obligated for performance of any obligations of "EchoStar" under this Agreement.

10.I(2) SES shall, without EchoStar's prior consent, have the right to assign or transfer its rights or obligations in whole or in part under this Agreement to any Affiliate or third party, provided that (a) SES remains obligated for performance of all obligations of "SES" under this Agreement, (b) such Affiliate or third party agrees to be bound by the terms of this Agreement, and (c) SES shall obtain EchoStar's prior written consent, which consent may be withheld in its sole discretion, to any proposed assignment or transfer to (i) a competitor of EchoStar that is not an Affiliate of SES, or (ii) an entity that is not an Affiliate of SES with whom EchoStar, acting reasonably and in accordance with its business practices, would choose not to do business.

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10.I(3) The provisions hereof shall be binding on and inure to the benefit of the parties, their successors and permitted assigns. The provisions hereof shall not apply to transactions with subscribers or other end users in their capacity as such.

10.J. Publicity. Neither party shall in any way or in any form publicize or advertise in any manner this Agreement or the Service to be provided pursuant to this Agreement without the express written approval (which shall not be unreasonably withheld) of the other party, obtained in advance, for each item of advertising or publicity. The foregoing prohibition shall include but not be limited to news releases, letters, correspondence, literature, promotional materials or displays of any nature or form. Each request for approval hereunder shall be submitted in writing to the representative designated in writing; and approval, in each instance, shall be effective only if in writing and signed by said representative. Nothing herein shall prevent either party from providing SCT, COFETEL or the FCC, or any other Governmental Entity, information concerning this Agreement as required by law or in response to a request for information by such governmental agency. Notwithstanding the foregoing, either party may refer to the fact that SES is providing the Service to EchoStar without the other party's prior approval so long as such statements are limited to a statement of such fact and are not an endorsement (positive or negative) of any product or service. The provisions of this Section 10.J shall survive expiration or termination of this Agreement indefinitely.

10.K. ITAR. Information exchanged under this Agreement may be subject to United States export control laws and regulations, such as the ITAR or the Export Administration Act. The parties agree that information subject to the export control laws and regulations shall not be disclosed or transferred to a third party without first obtaining written approval from the disclosing party and complying with all applicable United States export control laws and regulations.

10.L. Entire Agreement. This Agreement contains the complete and exclusive understanding of the parties with respect to the subject matters hereof and, except as expressly set forth to the contrary in Section 8.C, supersedes all prior negotiations and agreements between the parties with respect thereto.

[REDACTED] To the extent that any Attachment may be inconsistent with the text of this Agreement, the text of this Agreement shall control.

10.M. Currency. All monetary amounts in this Agreement are expressed in United States dollars and shall be paid in United States dollars.

10.N. Documents. Subject to compliance with applicable legal requirements of Mexico and the United States (e.g., ITAR), each party agrees to provide information and to execute, and if necessary to file with the appropriate Governmental Entities and international organizations, such documents as the other party shall reasonably request in order to carry out the purposes of this Agreement.

10.O. Survival. Neither party shall have any further obligations or liability to the other under this Agreement in the event of the termination or expiration of this Agreement, except for any obligations or liability (a) arising prior to such termination or expiration, (b) expressly arising upon or as a result of such termination or expiration, (c) expressly described in this Agreement as surviving such expiration or termination, (d) that logically would be expected to survive termination or expiration, or (e) arising as a result of or in connection with the representations, warranties and covenants in Article 7.

10.P [REDACTED]

ARTICLE 11. DEFINITIONS

As used in this Agreement:

- A. "77° W.L. Frequencies" means the thirty-two (32) Ku-Band BSS frequencies at the Orbital Location assigned to Mexico by the ITU Region 2 Plan for BSS.
- B. "77° W.L. License" shall have the meaning specified in Subsection 1.B(1).
- C. "Affiliate" means, with respect to a party, any person or entity (1) more than 50% of the capital securities of which on an as-converted basis are owned by, or (2) directly or indirectly controlling, controlled by, or under common control with, such party at the time when the determination of affiliation is being made. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to a person or entity, shall mean the possession, directly or indirectly, of the power to (x) direct or cause the direction of management policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise, or (y) select a majority of the Board of Directors of such person or entity. For the avoidance of doubt, QuetzSat is an Affiliate of SES.
- D. "Agreement" means this agreement, including any exhibits and attachments.
- E. "Authorization" means any authorization, order, permit, approval, forbearance decision, grant, license, consent, right, franchise, privilege or certificate of any Governmental Entity of competent jurisdiction, whether or not having the force of law.
- F. "BSS" means the Broadcasting-Satellite Service, as defined by the Radio Regulations of the ITU.
- G. "COFETEL" means Mexico's Comisión Federal de Telecomunicaciones and any successor agency thereto.
- H. "Commencement Date" shall have the meaning specified in Section 1.E.
- I. "Communications Act" means the Communications Act of 1934 (United States), as amended.
- J. [REDACTED]
- K. "Concession" shall have the meaning specified in Section 2.C.
- L. "Costs" shall have the meaning specified in Section 3.A.
- M. "EchoStar" shall have the meaning specified in the preamble paragraph.

N.



- O. "EchoStar's Designees" shall have the meaning specified in Subsection 4.B(2).
- P. "Effective Date" shall have the meaning specified in the preamble paragraph.
- Q. "End-of-Life" means the date on which the Satellite should be taken out of service because of insufficient fuel, which for clarification purposes shall include an allowance for sufficient fuel to de-orbit the Satellite.
- R. "FCC" means the United States Federal Communications Commission and any successor agency thereto.
- S. "FCC Approvals" shall have the meaning specified in Subsection 1.B(2).
- T. "Force Majeure Event" means acts of God, acts of the other party, acts of government authority, strikes or other labor disturbances, or any other cause beyond the reasonable control of that party, that (i) as to SES, relates to or affects its ability to provide the Service, (ii) as to either party, relates to or affects that party's ability to make a payment, or (iii) as to either party, relates to or affects its ability to fulfill its material obligations under this Agreement.
- U. "Governmental Entity" means any (i) multinational, federal, provincial, state, municipal, local or other government, governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) subdivision, agent, commission, board, or authority of



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any of the foregoing, or (iii) quasi-governmental or private body validly exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, in each case in the proper exercise of its governmental authority.

V. "Gross Negligence" means an action or omission in reckless disregard of (i) the acting or omitting party's duties and obligations under this Agreement, or (ii) the consequences to the interests of the other party under this Agreement.

W. "In-Service" means that [REDACTED]

X. "In-Service Date" means the date on which the Satellite is In-Service.

Y. "Intended Purpose" means [REDACTED]

Z. "ITAR" shall mean the United States International Traffic in Arms Regulations.

AA. "ITU" shall mean the International Telecommunication Union.

BB. "ITU Region 2 Plan for BSS" means the ITU Region 2 Plan for BSS and Feeder Link Assignments, as contained in Article 4 of Appendix 30 and Article 4 of Appendix 30A, respectively, of the ITU Radio Regulations (Edition 2004).

CC. "Orbital Location" shall have the meaning specified in Section 1.A.

DD. "Prime Rate" shall mean the "prime rate" of interest as shown in the Money and Investing Section of the *Wall Street Journal* as of the applicable date.

EE. "QuetzSat" means QuetzSat, S. de R.L. de C.V.

FF. [REDACTED]

GG. "QuetzSat-1 Satellite" means a new satellite to be constructed by SES to provide service at the Orbital Location as contemplated by the Quetzsat-1 Agreement.

HH. "Regulatory Provisions" means all applicable requirements of the Communications Act and the published policies, rules, decisions, and regulations of the FCC, in each case as amended from time to time.

II. "Satellite" shall have the meaning specified in Section 1.A.

JJ. "Satellite Failure" means a satellite (i) that has suffered a total loss or destruction, (ii) for which none of the payload can be operated for the Intended Purpose, or (iii) that is incapable of bringing the 77° W.L. Frequencies into use (for ITU purposes).

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- KK. "SCT" means Mexico's Secretaria de Comunicaciones y Transportes and any successor agency thereto.
- LL. "Service" shall have the meaning specified in Section 2.A.
- MM. "Service Term" shall have the meaning specified in Section 1.E.
- NN. "SES" shall have the meaning specified in the preamble paragraph.
- OO. "Termination for Default" shall have the meaning specified in Section 9.A.
- PP. "Termination Value" shall have the meaning specified in Section 9.C.
- QQ. "TT&C" means telemetry, tracking and control.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement as of the date first set forth above.

SES GLOBAL Latin America, S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

EchoStar Satellite L.L.C.

By: _____
O. Nolan Daines
Executive Vice President

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

**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] (the "Licensee"), and SES-CLONING (a.k.a. "SES"),

[REDACTED] (the "Licensor"), is hereby amended effective as of 1 July 2005, the "Amendment", effective Date ("Effective Date") and in this Amendment ("Amendment") have the meanings specified hereafter in the Original Agreement.

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

1.0. Subsection 1.1(B)(i). A new clause (ii) is added to Subsection 1.1(B)(i) to read as follows:

1.1(B)(i) 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 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.

2.0. Subsection 2.1(D)(i). Subsection 2.1(D)(i) is revised to read as follows:

2.1(D)(i) [REDACTED]

3.0. Section 9.0. Section 9.0 is revised to read as follows:

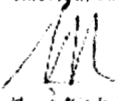
9.0. Relocation of Satellite Upon Expiration or Termination. Upon expiration or termination of this Agreement, EchoStar shall have discretion to relocate the Satellite to another frequency band, subject to the prior approval of the FCC.

4.0. Other. Except as expressly modified herein, the Original Agreement shall remain in full force and effect in accordance with its original conditions.

[REDACTED]

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 discussions between the parties with respect thereto.

SFEN GLOBAL Latin America, S.A.

By  _____
Name: Roberto Ramirez
Title: Director

By _____
Name: _____
Title: _____

[REDACTED]

EchoStar Satellite L.L.C.

By _____
Name: _____
Title: _____

[REDACTED]

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

[REDACTED]

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AMENDMENT #2 TO
SATELLITE RELOCATION AND USE AGREEMENT
FOR THE 77° W.L. ORBITAL LOCATION

THIS AMENDMENT #2 ("Amendment #2") to the Satellite Relocation and Use Agreement for the 77° W.L. Orbital Location effective as of 13 May 2003, as amended by Amendment #1 effective as of 1 July 2005 (collectively, the "Original Agreement"), between EchoStar Corporation ("EchoStar"), as assignee of DISH Network L.L.C. (D/N/a EchoStar Satellite L.L.C.), on the one hand, and SES Latin America, S.A. (D/a SES GLOBAL Latin America, S.A.) ("SES")

[REDACTED] on the other hand is made effective as of 10 March 2008 (the "Amendment #2 Effective Date"). Defined terms used in this Amendment #2 have the meanings specified herein or in the Original Agreement. The Original Agreement as assigned and amended by this Amendment #2 is referred to as the "Agreement".

The rights and obligations of DISH Network L.L.C. under the Original Agreement were assigned to EchoStar 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 hereby confirms that it agrees to be bound by the terms of the Agreement.

Pursuant to the terms of the Original Agreement, EchoStar relocated EchoStar IV to the Orbital Location and commenced utilizing EchoStar IV for Service. EchoStar now desires to have the right to relocate the EchoStar VI satellite ("EchoStar VI") to the Orbital Location in order to utilize EchoStar VI for Service incremental to the Service provided by EchoStar IV. The purpose of this Amendment #2 is to specify additional terms and conditions related to the relocation and use of EchoStar VI at the Orbital Location (as well as additional topics).

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

(1) General. Unless otherwise stated in this Amendment #2, the terms and conditions of the Original Agreement shall apply to the relocation and use of EchoStar VI at the Orbital Location, *mutatis mutandis*, as if EchoStar VI is the "Satellite". The operation of the Satellite(s) at the Orbital Location will be subject to FCC Approvals and approvals or consents of Mexican Governmental Entities as necessary. Notwithstanding anything to the contrary in the Original Agreement, including without limitation clause (c) of Subsection 1(B)(4) and Sections 1.D, 2.A and 4.A, the Satellite(s) will remain subject to the control and direction of EchoStar and to the jurisdiction of the FCC and will not be subject to the authority of any Mexican Governmental Entity (including without limitation the authority to assume and retain possession thereof), at the Orbital Location, so long as operation of the Satellite(s) at the Orbital Location is authorized by the FCC, and at all other orbital locations.

As to the terms and conditions of the Original Agreement applicable to EchoStar IV, no changes are made by this Amendment #2 unless specifically noted (e.g., in Sections 2(k), 4 and 5 of this Amendment #2). Except as expressly modified herein, the Original Agreement shall remain in full force and effect in accordance with its terms and conditions.

(2) Changes Applicable to EchoStar VI (and Some Applicable to EchoStar IV).

(a) Section 1.A. The second sentence of Section 1.A is modified to read as follows with respect to EchoStar VI:

Subject to and in accordance with the terms and conditions stated herein, EchoStar shall have the right to relocate the satellite known as "EchoStar VI" to the Orbital Location upon written notice to SES.

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b) *Subsection 1.C(1)*. Subsection 1.C(1) is modified to read as follows with respect to EchoStar VI:

Once the specific FCC Approvals necessary to relocate EchoStar VI have been received, EchoStar may commence relocating EchoStar VI to the Orbital Location. Maintenance of EchoStar VI at the Orbital Location for the duration of the Service Term is subject to EchoStar's rights under Section 2.D.

(c) *Subsection 1.C(2)*. Subsection 1.C(2) is not applicable to EchoStar VI.

(d) *Section 1.E*. Any expiration of this Agreement pursuant to clauses (1), (2) or (4) of Section 1.E as a result of the End-of-Life, Satellite Failure or removal of EchoStar VI from the Orbital Location, as applicable, shall result solely in the expiration of this Agreement with respect to EchoStar VI and this Agreement shall otherwise remain in full force and effect in accordance with its terms and conditions.

(e) *Subsection 2.D(1)*. Subsection 2.D(1) is modified to read as follows with respect to EchoStar VI:

(f) *Subsection 2.D(2)*. The obligation is

(g) *Section 5.B*. Section 5.B is not applicable to EchoStar VI.

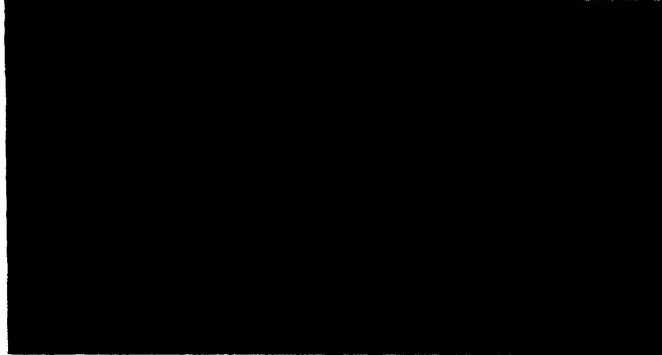
(h) *Sections 7.A and 7.B*. All of the representations, warranties and covenants set forth in Sections 7.A and 7.B are deemed to be affirmed and restated with respect to EchoStar VI as of the Amendment #2 Effective Date.

(i) *Subsection 7.C(6)*. Subsection 7.C(6) is not applicable to EchoStar VI.

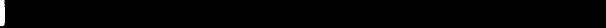
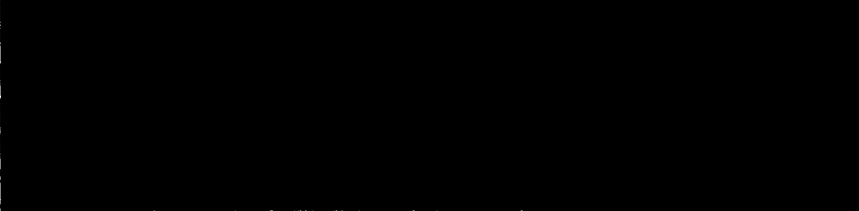
(j) *Sections 7.C and 7.D*. All of the representations, warranties and covenants set forth in

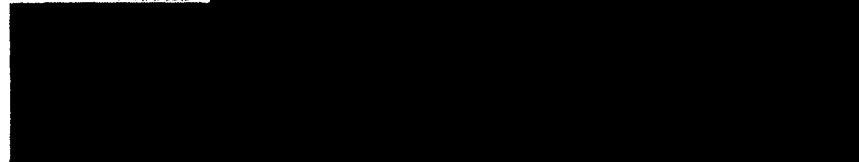
k) *Subsections 7.F(1) and 7.F(2)*.

(l) *Section 9.C*. Section 9.C is modified to read as follows with respect to EchoStar VI:



(3) References to the QuetzSat-1 Satellite. All rights and obligations in the Original Agreement as to the QuetzSat-1 Satellite are disregarded with respect to EchoStar VI (*i.e.*, otherwise the rights and obligations would in effect be duplicated). References to which this understanding applies include but are not limited to references to the QuetzSat-1 Satellite in (a) clause (ii) of Subsection 1.B(1), (b) clause (iii) of Subsection 1.B(1), (c) clause (ii) of Subsection 1.B(2), and (d) clause (iii) of Subsection 1.B(2). Notwithstanding the foregoing, (aa) the references to the QuetzSat-1 Satellite in Section 1.E are applicable with respect to EchoStar VI and the expiration of the Agreement with respect thereto, and (bb) Section 2.B shall apply with respect to EchoStar VI as written.

(4) Comparable Satellite. 


(5) Cross-Default. 




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This Amendment #2 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.

SER LATIN AMERICA, S.A.

By: 

Name: MARK RISSOLLE
Title: DIRECTOR

By: 

Name: ROMAN HANSON
Title: DIRECTOR



ECHOSTAR CORPORATION

By: 

Name: R. STANTON DODGE
Title: Executive Vice President, General Counsel
and Secretary



ATTACHMENT 4

AMENDMENT #3 TO
SATELLITE RELOCATION AND USE AGREEMENT
FOR THE 77° W.L. ORBITAL LOCATION

THIS AMENDMENT #3 ("Amendment #3") to the Satellite Relocation and Use Agreement for the 77° W.L. Orbital Location effective as of 13 May 2005, as amended by Amendment #1 effective as of 1 July 2005 and as further amended by Amendment #2 effective as of 10 March 2008 (collectively, the "Original Agreement"), between EchoStar Corporation ("EchoStar"), on the one hand, and SES Latin America, S.A. ("SES") [REDACTED]

[REDACTED] on the other hand, is made effective as of 12 June 2008 (the "Amendment #3 Effective Date"). Defined terms used in this Amendment #3 have the meanings specified herein or in the Original Agreement. The Original Agreement as amended by this Amendment #3 is referred to as the "Agreement".

Pursuant to the terms of the Original Agreement, EchoStar: (i) relocated EchoStar IV to the Orbital Location and commenced utilizing EchoStar IV for Service; and (ii) was granted the right to move EchoStar VI to the Orbital Location in order to utilize EchoStar VI for Service incremental to the Service provided by EchoStar IV. EchoStar now desires to have the right to relocate the EchoStar II satellite ("EchoStar II") and/or the EchoStar VIII satellite ("EchoStar VIII") to the Orbital Location in order to utilize EchoStar II and/or EchoStar VIII for Service incremental to the Service provided by EchoStar IV and/or as may be provided by EchoStar VI. The purpose of this Amendment #3 is to specify additional terms and conditions related to the relocation and use of EchoStar II and/or EchoStar VIII at the Orbital Location (as well as additional topics).

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

(1) **General.** Unless otherwise stated in this Amendment #3, the terms and conditions of the Original Agreement shall apply to the relocation and use of EchoStar II and/or EchoStar VIII at the Orbital Location, *mutatis mutandis*, as if EchoStar II and/or EchoStar VIII, as the case may be, is/are the "Satellite". The operation of the Satellite(s) at the Orbital Location will be subject to FCC Approvals and approvals or consents of Mexican Governmental Entities as necessary. Notwithstanding anything to the contrary in the Original Agreement, including without limitation clause (c) of Subsection 1(B)(4) and Sections 1.D, 2.A and 4.A, EchoStar II and/or EchoStar VIII, as the case may be, will remain subject to the control and direction of EchoStar and, in EchoStar's sole and absolute discretion subject to the Concession and Section 2.C of the Original Agreement, to the jurisdiction of either the FCC or a Mexican Governmental Entity. Subject to the Concession and Section 2.C of the Original Agreement, in the event that EchoStar elects to subject EchoStar II and/or EchoStar VIII, as the case may be, to the jurisdiction of the FCC, such Satellite(s) will not be subject to the authority of any Mexican Governmental Entity (including without limitation the authority to assume and retain possession thereof) at the Orbital Location, so long as the operation of such Satellite(s) at the Orbital Location is authorized by the FCC, or at any other orbital location(s).

As to the terms and conditions of the Original Agreement applicable to EchoStar IV and/or EchoStar VI, no changes are made by this Amendment #3 unless specifically noted. Except as expressly modified herein, the Original Agreement shall remain in full force and effect in accordance with its terms and conditions.

(2) **Changes Applicable to EchoStar II and/or EchoStar VIII (and Some Applicable to EchoStar IV and EchoStar VI)**

(a) **Section 1.A.** The second sentence of Section 1.A is modified to read as follows with respect to EchoStar II and EchoStar VIII.

Subject to and in accordance with the terms and conditions stated herein, EchoStar shall have the right to relocate the satellite known as "EchoStar II"



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and/or the satellite known as "EchoStar VIII" to the Orbital Location upon written notice to SES.

- (b) *Subsection 1.C(1).* Subsection 1.C(1) is modified to read as follows with respect to EchoStar II and EchoStar VIII:

Once the specific FCC Approvals and approvals from Mexican Governmental Entities necessary to relocate EchoStar II and/or EchoStar VIII have been received, EchoStar may commence relocating EchoStar II and/or EchoStar VIII, as the case may be, to the Orbital Location. Maintenance of EchoStar II and/or EchoStar VIII at the Orbital Location for the duration of the Service Term is subject to EchoStar's rights under Section 2.D.

- (c) *Subsection 1.C(2).* Subsection 1.C(2) is not applicable to EchoStar II or EchoStar VIII.

- (d) *Section 1.E.* Any expiration of this Agreement pursuant to clause (1), (2) or (4) of Section 1.E as a result of the End-of-Life, Satellite Failure or removal of EchoStar II or EchoStar VIII from the Orbital Location, as applicable, shall result solely in the expiration of this Agreement with respect to EchoStar II or EchoStar VIII, as the case may be, and this Agreement shall otherwise remain in full force and effect in accordance with its terms and conditions. [REDACTED]

- (e) *Subsection 2.D(1).* Subsection 2.D(1) is modified to read as follows with respect to EchoStar II and EchoStar VIII:

- (f) *Subsection 2.D(2).* [REDACTED]

- (g) *Section 5.B.* Section 5.B is not applicable to EchoStar II or EchoStar VIII.

- (h) *Sections 7.A and 7.B.* All of the representations, warranties and covenants set forth in Sections 7.A and 7.B are deemed to be affirmed and restated with respect to EchoStar II and EchoStar VIII as of the Amendment #3 Effective Date.

- (i) *Subsection 7.C(6).* Subsection 7.C(6) is not applicable to EchoStar II or EchoStar VIII.

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(j) *Sections 7.C and 7.D.* All of the representations, warranties and covenants set forth in

[REDACTED]

[REDACTED]

(k) *Subsections 7.F(1) and 7.F(2).*

[REDACTED]

(l) *Section 9.C.* Section 9.C is modified to read as follows with respect to EchoStar II:

[REDACTED]

(m) *Section 9.C.* Section 9.C is modified to read as follows with respect to EchoStar VIII:

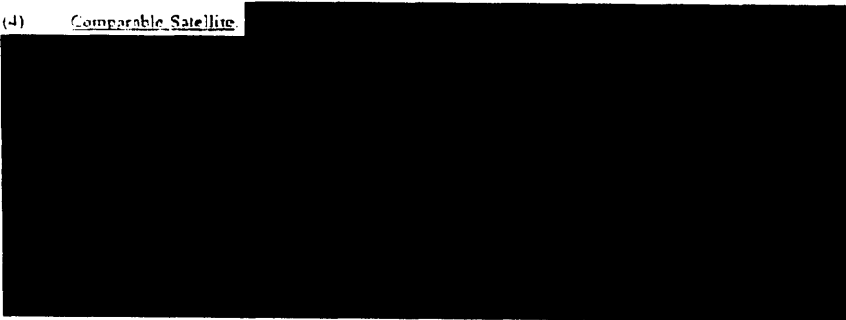
[REDACTED]

[REDACTED]

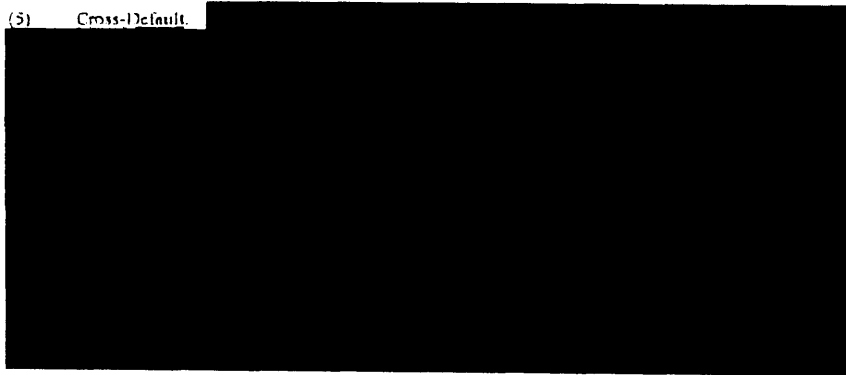
DJL
1/11/03

(3) References to the QuetzSat-1 Satellite. All rights and obligations in the Original Agreement as to the QuetzSat-1 Satellite are disregarded with respect to EchoStar II and EchoStar VIII (i.e., otherwise the rights and obligations would in effect be duplicated). References to which this understanding applies include but are not limited to references to the QuetzSat-1 Satellite in (a) clause (ii) of Subsection 1.B(1), (b) clause (iii) of Subsection 1.B(1), (c) clause (ii) of Subsection 1.B(2), and (j) clause (iii) of Subsection 1.B(2). Notwithstanding the foregoing, (aa) the references to the QuetzSat-1 Satellite in Section 1.E are applicable with respect to EchoStar II and/or EchoStar VIII, as the case may be, and the expiration of the Agreement with respect thereto, and (bb) Section 2.B shall apply with respect to EchoStar II and/or EchoStar VIII, as the case may be, as written.

(4) Comparable Satellite.



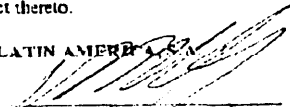
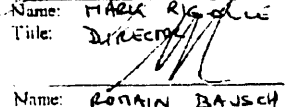
(5) Cross-Default.

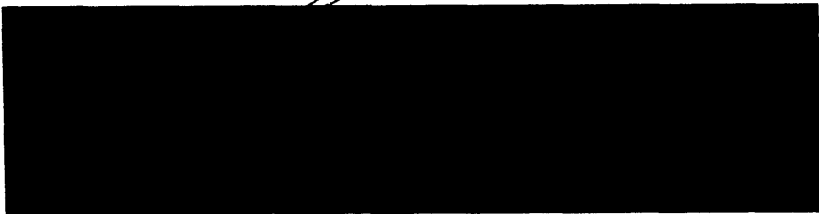


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REDACTED - FOR PUBLIC INSPECTION

This Amendment #3 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 LATIN AMERICA
By: 
Name: MARK RIGDON
Title: DIRECTOR
By: 
Name: ROMAN BAUSCH
Title: DIRECTOR



ECHOSTAR CORPORATION

By: _____
Name: _____
Title: _____



DD
TAX