

EchoStar CORP
Form 8-K
September 18, 2009

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 15, 2009

ECHOSTAR CORPORATION

(Exact name of registrant as specified in its charter)

NEVADA
(State or other
jurisdiction of
incorporation)

001-33807
(Commission File
Number)

26-1232727
(IRS Employer
Identification No.)

100 INVERNESS TERRACE E.
ENGLEWOOD, COLORADO
(Address of principal executive
offices)

80112
(Zip Code)

(303) 706-4444

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On March 11, 2008, EchoStar Corporation (“EchoStar”) entered into a transponder service agreement (the “Bell Transponder Agreement”) with Bell ExpressVu Inc., in its capacity as General Partner of Limited Partnership (“Bell ExpressVu”), which provides, among other things, for the provision by Bell ExpressVu to EchoStar of service on sixteen (16) BSS transponders on the Nimiq 5 satellite at the 72.7° W.L. orbital location, all in accordance with the terms and conditions of the Bell Transponder Agreement. On September 15, 2009, EchoStar entered into a transponder service agreement (the “Telesat Transponder Agreement”) with Telesat Canada (“Telesat”), which provides, among other things, for the provision by Telesat to EchoStar of service on all thirty-two (32) BSS transponders on the Nimiq 5 satellite, all in accordance with the terms and conditions of the Telesat Transponder Agreement. Upon the occurrence of certain events, the Bell Transponder Agreement shall terminate and the Telesat Transponder Agreement shall become effective. The Nimiq 5 satellite was launched on September 17, 2009.

Additionally, on March 11, 2008, EchoStar also entered into a transponder service agreement with DISH Network L.L.C. (“DISH L.L.C.”), a wholly-owned subsidiary of DISH Network Corporation (“DISH Network”), pursuant to which DISH L.L.C. will receive service from EchoStar on the sixteen (16) BSS transponders covered by the Bell Transponder Agreement (the “DISH Bell Agreement”). DISH Network guaranteed certain obligations of EchoStar under the Bell Transponder Agreement. On September 15, 2009, EchoStar agreed with DISH L.L.C., that DISH L.L.C. will receive service from EchoStar on all thirty-two (32) of the BSS transponders covered by the Telesat Transponder Agreement (the “DISH Telesat Agreement”). DISH Network also guaranteed certain obligations of EchoStar under the Telesat Transponder Agreement. Upon the occurrence of certain events, the DISH Bell Agreement shall terminate and the DISH Telesat Agreement shall become effective. DISH Network was EchoStar’s former parent corporation and is an affiliate of EchoStar by virtue of their common controlling shareholder, Charles W. Ergen. In addition, certain officers and directors of DISH Network, including Charles W. Ergen, are also directors and officers of EchoStar.

Under the terms of the Telesat Transponder Agreement, EchoStar will make certain up-front payments to Telesat through the service commencement date on the Nimiq 5 satellite and thereafter will make certain monthly payments to Telesat for the remainder of the service term. Unless earlier terminated under the terms and conditions of the Telesat Transponder Agreement, the service term will expire fifteen years following the actual service commencement date of the Nimiq 5 satellite. Upon expiration of this initial term, EchoStar has the option to continue to receive service on the Nimiq 5 satellite on a month-to-month basis. Upon a launch failure, in-orbit failure or end-of-life of the Nimiq 5 satellite, and in certain other circumstances, EchoStar has certain rights to receive service from Telesat on a replacement satellite.

Under the terms of the DISH Telesat Agreement, DISH L.L.C. will make certain monthly payments to EchoStar commencing when the Nimiq 5 satellite is placed into service (the “In-Service Date”) and continuing through the service term. Unless earlier terminated under the terms and conditions of the DISH Telesat Agreement, the service term will expire ten years following the In-Service Date. Upon expiration of the initial term, DISH L.L.C. has the option to renew the DISH Telesat Agreement on a year-to-year basis through the end-of-life of the Nimiq 5 satellite. Upon a launch failure, in-orbit failure or end-of-life of the Nimiq 5 satellite, and in certain other circumstances, DISH L.L.C. has certain rights to receive service from EchoStar on a replacement satellite.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ECHOSTAR CORPORATION

Date: September 18,
2009

By:

/s/ R. Stanton Dodge

R. Stanton Dodge

Executive Vice President, General Counsel and Secretary

