
**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): November 22, 2019 (November 21, 2019)

DISH NETWORK CORPORATION
(Exact name of registrant as specified in its charter)

0-26176
(Commission File Number)

Nevada
(State or other jurisdiction of
incorporation or organization))

88-0336997
(I.R.S. Employer
Identification No.)

9601 South Meridian Boulevard
Englewood, Colorado
(Address of principal executive offices)

80112
(Zip code)

(303) 723-1000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A common stock, \$0.01 par value	DISH	The Nasdaq Stock Market L.L.C.

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On November 21, 2019, DISH Network Corporation (“DISH Network”) entered into a Standby Purchase Agreement (the “Standby Purchase Agreement”) with Charles W. Ergen (the “Standby Purchaser”), pursuant to which the Standby Purchaser has agreed to purchase, at the subscription price of \$33.52 per share of Class A common stock, any and all shares of DISH Network Class A common stock, par value \$0.01 per share (the “Class A Common Stock”), not subscribed for by the holders of DISH Network’s Eligible Securities (as defined in Item 8.01 below) pursuant to the exercise of their subscription rights in connection with the rights offering (the “Rights Offering”) described in Item 8.01 below. The Standby Purchaser is the Chairman and controlling stockholder of DISH Network.

No fees or other consideration will be paid by DISH Network to the Standby Purchaser in consideration of his commitment to purchase any and all unsubscribed shares of Class A Common Stock following the Rights Offering. Any shares of Class A Common Stock issued to the Standby Purchaser in connection with the Standby Purchase Agreement described above will be “restricted securities” as that term is defined in Rule 144 under the Securities Act of 1933, as amended. The Standby Purchaser is a current stockholder of DISH Network and has informed DISH Network that he intends to fully exercise all subscription rights allocated in respect of Eligible Securities of DISH Network that he beneficially owns. In light of the Standby Purchase Agreement, DISH Network anticipates that it will receive gross proceeds of approximately \$1 billion if the Rights Offering is completed.

The Standby Purchase Agreement contains other provisions, including conditions to closing, termination rights, and representations, warranties and covenants of DISH Network and the Standby Purchaser, that are customary for agreements of this type.

DISH Network is filing the Standby Purchase Agreement as Exhibit 10.1 to this Current Report on Form 8-K. The Standby Purchase Agreement is incorporated by reference herein and the summary set forth above is qualified by reference to the full text of the Standby Purchase Agreement.

Item 3.02 Unregistered Sales of Equity Securities.

The information described under Item 1.01 above with regard to the Standby Purchase Agreement is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On November 22, 2019, DISH Network issued a press release announcing the commencement of its previously announced Rights Offering. A copy of the press release is attached hereto as Exhibit 99.8 and incorporated into this Item 7.01 by reference.

The information contained in this Item 7.01 and Exhibit 99.8 shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of such section, nor will such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as may be expressly set forth by specific reference in such filing.

Item 8.01 Other Events.

On November 22, 2019, DISH Network announced the commencement of its previously announced Rights Offering to raise proceeds of approximately \$1 billion. All holders of DISH Network’s Class A Common Stock, Class B common stock and outstanding convertible notes (the “Eligible Securities”) are being granted the right to participate in the Rights Offering and subscribe for newly-issued shares of DISH Network’s Class A Common Stock on a pro rata basis. The Rights Offering is being made pursuant to DISH Network’s Registration Statement on Form S-3 (File No. 333-234552) (the “Registration Statement”) that was previously filed with the Securities and Exchange Commission (the “SEC”) and became effective on November 7, 2019, and the prospectus supplement relating the Rights Offering filed with the SEC on November 22, 2019 (together with the accompanying prospectus, the “Prospectus”).

In connection with this Rights Offering, DISH Network is filing certain ancillary agreements as Exhibits 4.1, 99.1, 99.2, 99.3, 99.4, 99.5, 99.6 and 99.7 to this Current Report on Form 8-K for the purpose of incorporating such items by reference as exhibits to the Registration Statement, to which the Prospectus is a part. Also in connection with the Rights Offering, DISH Network is filing as Exhibit 5.1, the opinion of Timothy A. Messner, in connection with the issuance of the subscription rights and the underlying Class A Common Stock issuable upon exercise of the subscription rights.

This Current Report on Form 8-K shall not constitute an offer to sell or a solicitation of an offer to buy the securities, nor shall there be any offer, solicitation or sale of the securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful under the securities laws of such state or jurisdiction. The Rights Offering will be made only by means of the Prospectus, copies of which will be mailed to all record holders of Eligible Securities and can be accessed through the SEC's website at www.sec.gov. A copy of the Prospectus may also be obtained from the information agent, Georgeson LLC, toll free at (877) 278-4751. Additional information regarding the Rights Offering is set forth in the Prospectus filed with the SEC.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained herein may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements include statements about the benefits of the rights offering, including future DISH Network's plans, objectives, expectations and intentions, and other statements that are not historical facts. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of DISH Network to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. More information about such risks, uncertainties and other factors is set forth in DISH Network Corporation's Disclosure Regarding Forward-Looking Statements included in its recent filings with the SEC, including its annual report on Form 10-K for the year ended December 31, 2018 and any subsequent quarterly reports on Form 10-Q. Risks and uncertainties relating to the proposed transaction include, but are not limited to, the possibility that the rights offering will not be completed, adverse effects on the market price of DISH Network Corporation's Class A Common Stock and adverse effects on DISH Network's operating results for any reason. The forward-looking statements speak only as of the date made, and DISH Network expressly disclaims any obligation to update these forward-looking statements. Nothing herein shall be deemed to be a forecast, projection or estimate of the future financial performance of DISH Network following the completion of the Rights Offering.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
Exhibit 4.1	Form of Subscription Rights Certificate.
Exhibit 5.1	Opinion of Timothy A. Messner.
Exhibit 10.1	Standby Purchase Agreement.
Exhibit 23.2	Consent of Timothy A. Messner (included in Exhibit 5.1 hereto).
Exhibit 99.1	Form of Instructions for Use of Subscription Rights Certificates.
Exhibit 99.2	Form of Letter to Holders who are Registered Holders.
Exhibit 99.3	Form of Letter to Custodian Banks, Brokers, Dealers and Other Nominee Holders.
Exhibit 99.4	Form of Letter to Clients for Use by Custodian Banks, Brokers, Dealers and Other Nominee Holders.
Exhibit 99.5	Form of Notice of Guaranteed Delivery for Subscription Rights Certificates.
Exhibit 99.6	Form of Beneficial Holder Election Form.
Exhibit 99.7	Form of Nominee Holder Certification.
Exhibit 99.8	Press Release "DISH Network Commences Rights Offering," dated November 22, 2019.
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

DISH NETWORK CORPORATION

Date: November 22, 2019

By: /s/ Timothy A. Messner
Timothy A. Messner
Executive Vice President and General Counsel



Computershare +

Computershare Trust Company, N.A.
150 Royal Street
Boston, Massachusetts 02021



MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4
ADD 5
ADD 6



C 1234567890 J N T



Subscription Rights 12345678901234

RIGHTS CERTIFICATE

DISH NETWORK CORPORATION SUBSCRIPTION RIGHTS FOR CLASS A COMMON STOCK

Access the website listed below or complete appropriate sections on reverse side of this form

The terms and conditions of the rights offering are set forth in DISH Network Corporation's prospectus supplement dated November 22, 2019 and the accompanying prospectus dated November 7, 2019 (collectively, the "Prospectus"), and are incorporated by reference herein. Copies of the Prospectus are available upon request from the Information Agent, Georeson LLC toll free at (877) 278-4751.

To submit your instructions immediately, go to [\[X\]](#)

To enter the above site, enter your Account Code and Control Code located below when prompted. DISH Network Corporation has provided this dedicated and secure website for you to submit your subscription instructions and view electronic payment instructions.

VOID IF NOT RECEIVED BY THE SUBSCRIPTION AGENT BEFORE 5:00 P.M. EASTERN TIME ON THE EXPIRATION DATE: December 9, 2019 (unless extended)

Maximum Shares of Class A Common Stock Available for Subscription: [\[X\]](#) Account Code: _____

Number of Subscription Rights Issued: [\[X\]](#) Control Code: _____

The registered holder (the "Holder") of this Rights Certificate named above is entitled to the number of transferable subscription rights (the "Subscription Rights") shown above to subscribe for shares of Class A common stock, per value \$0.01 per share ("Class A Common Stock"), of DISH Network Corporation (the "Company"). Each Subscription Right entitles the Holder to purchase one share of Class A Common Stock, at a subscription price of \$33.52 per whole share of Class A Common Stock (the "Subscription Price") upon the terms and conditions specified in the Prospectus. To subscribe for Class A Common Stock, the Holder must do one of the following prior to 5:00 p.m. Eastern Time, on the expiration date of December 9, 2019 (unless extended): (a) submit the exercise of their Subscription Rights at [\[X\]](#) and send a wire transfer or a check drawn on a bank located in the United States and payable to "Computershare" for an amount equal to the number of shares of Class A Common Stock subscribed for under the Subscription Rights, or (b) send a properly completed and executed Rights Certificate and a check drawn on a bank located in the United States and payable to "Computershare" for an amount equal to the number of shares of Class A Common Stock subscribed for under the Subscription Rights.

A participating Holder of Subscription Rights will have no right to rescind a purchase after submission of the subscription instructions at [\[X\]](#) and payment by means of wire transfer or check or after the Subscription Agent has received a properly completed and executed Rights Certificate and payment by means of a check. Capitalized terms used but not defined in this Rights Certificate shall have the meanings assigned to them in the Prospectus. This Rights Certificate shall be governed by and construed in accordance with the laws of Nevada. To subscribe pursuant to the Subscription Rights, payment of \$33.52 per whole share of Class A Common Stock for the full number of shares of Class A Common Stock for which the Holder is subscribing must accompany the Rights Certificate or, in the case of subscription instructions submitted via the web address included herein, be made by wire transfer. See the reverse side for terms.

	COY	Class	Rights Qty Issued	Rights Cert #
	XXXX	Subscription Rights	XXX XXXXXX	12345678
Signature of Owner and U.S. Person for Tax Certification	Signature of Co-Owner (if more than one registered holder listed)		Date (mm/dd/yyyy)	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

■ 12345678 C L S X R T 2 C O Y C +

To subscribe for Class A Common Stock under the Subscription Rights please complete line "A" on the card below.

Example:

1 Subscription Right = 1 Share of Class A Common Stock

A.	$\frac{10}{\text{(No. of shares of Class A Common Stock)}} \times \frac{\$33.52}{\text{(Subscription Price)}} = \frac{\$335.20}{\text{(Payment to be Refitted)}}$
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Payment for Class A Common Stock: Full payment for the shares of Class A Common Stock to be issued under the Subscription Rights must accompany this Rights Certificate. Please reference your Rights Certificate Control Code on your check.

If you are not exercising in full your Subscription Rights, check box C below and we will attempt to sell any remaining unexercised Subscription Rights.

Expiration Date: **December 9, 2019**

PLEASE FILL IN ALL APPLICABLE INFORMATION.

- A. Subscription
Exercise of 1 Subscription Right = 1 Share of Class A Common Stock
- | | | | | | | |
|-------|---|--|----------|---|-----|----------|
| _____ | (Subscription Rights Exercised) | | \times | $\frac{\$33.52}{\text{(Subscription Price)}}$ | $=$ | \$ _____ |
| _____ | (No. of Shares of Class A Common Stock) | | | | | |
- B. Amount of Check Enclosed $=$ \$ _____
- C. Sell any remaining Subscription Rights Sell all of my Subscription Rights

SECTION 1. TO SUBSCRIBE AND/OR SELL (by Holder): I hereby irrevocably subscribe for the number of shares of Class A Common Stock indicated as the total on line A above and/or irrevocably instruct you to sell the number of shares of Class A Common stock indicated on line C above upon the terms and conditions specified in the Prospectus relating thereto, receipt of which is acknowledged. Please use this section if you are the holder named on this Rights Certificate and wish to exercise or sell some or all of your Subscription Rights.

Signature(s) of Subscriber(s) _____

Please give your telephone number: (_____) _____

Please give your e-mail address: _____

SECTION 2A. TO TRANSFER SUBSCRIPTION RIGHTS: Please use this section if you are the holder named on this Rights Certificate and wish to transfer some or all of your Subscription Rights. For value received, _____ of the Subscription Rights represented by this Rights Certificate are assigned to:

(Print Full Name and Social Security Number of Assignee) _____

(Print Full Address) _____

Signature(s) of Assignor(s) _____

IMPORTANT: The signature(s) must correspond in every particular, without alteration, with the name(s) as printed on your Rights Certificate.

SECTION 2B. TO SUBSCRIBE AND/OR SELL (by Assignee): I hereby irrevocably subscribe for the number of shares of Class A Common Stock indicated as the total on line A above and/or irrevocably instruct you to sell the number of shares of Class A Common stock indicated on line C above upon the terms and conditions specified in the Prospectus relating thereto, receipt of which is acknowledged. Please use this section if Subscription Rights have been transferred to you by the holder named on this Rights Certificate pursuant to Section 2A above and you, as assignee, wish to exercise or sell some or all of such transferred Subscription Rights.

Signature(s) of Assignee Subscriber(s) _____

Please give your telephone number: (_____) _____

Please give your e-mail address: _____

Subscription Delivery Options:

Option 1:

Complete Subscription Form Online.

[XXXXXXXXXXXXXXXXXXXX](#)

Option 2:

Return Rights Certificate by first class mail or overnight courier to:

Computershare,

By First Class Mail:

Computershare

C/O Voluntary Corporate Actions/DISH

P.O. Box 43811

Providence, RI 02940-3011

By Express Mail or Overnight Courier:

Computershare

C/O Voluntary Corporate Actions/DISH

150 Royal Street, Suite V

Canton, MA 02021

Any questions regarding this Rights Certificate and Rights Offering may be directed to the Information Agent, Georeson LLC toll free at (877) 278-4751.

[Letterhead of DISH Network]

November 22, 2019

DISH Network Corporation
9601 S. Meridian Blvd.
Englewood, CO 80112

Ladies and Gentlemen:

I am Executive Vice President and General Counsel of DISH Network Corporation, a Nevada corporation (the "DISH Network"). I have acted as counsel in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act") of (i) subscription rights (the "Subscription Rights") to purchase up to 29,834,992 shares of Class A common stock of DISH Network, par value \$0.01 per share (the "Class A Common Stock") and (ii) 29,834,992 shares of Class A Common Stock to be issued upon exercise of the Subscription Rights, pursuant to a registration statement on Form S-3 (the "Registration Statement"), which includes the prospectus dated November 7, 2019 included as a part thereof and the prospectus supplement filed on November 22, 2019.

I have reviewed originals, or copies certified or otherwise identified to my satisfaction as copies of originals, of the various proceedings taken by DISH Network, and I have examined such other agreements, instruments, documents and corporate records of DISH Network as I have deemed necessary or appropriate in order to deliver this opinion.

Upon the basis of such examination, I am of the opinion that:

(1) *Class A Common Stock*. When the Class A Common Stock has been duly issued and sold as contemplated by the Registration Statement, the Class A Common Stock will be validly issued, fully paid and nonassessable.

(2) *Subscription Rights*. When the Subscription Rights have been duly issued as contemplated in the Registration Statement, the Subscription Rights will constitute valid and binding obligations of DISH Network, subject to bankruptcy, insolvency, fraudulent transfer, reorganization moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

I am admitted to practice only in the State of Colorado and the State of Connecticut and do not purport to be an expert on the laws of any other jurisdiction other than the laws of the State of Colorado and U.S. Federal law.

I have relied as to certain matters on information obtained from public officials, officers of DISH Network and other sources believed by me to be responsible.

I hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K to be incorporated by reference into the Registration Statement relating to the Subscription Rights and Class A Common Stock and the making of the statements with respect to me which are set forth under the caption "Legal Matters" in the prospectus as supplemented by the prospectus supplement dated November 22, 2019 forming a part of the Registration Statement. In giving this consent, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Timothy A. Messner

Timothy A. Messner

Executive Vice President and General Counsel

STANDBY PURCHASE AGREEMENT

This STANDBY PURCHASE AGREEMENT (this “*Agreement*”) is made and entered into on November 21, 2019, by and between Charles W. Ergen (the “*Standby Purchaser*”), and DISH Network Corporation, a Nevada corporation (the “*Company*”).

RECITALS

WHEREAS, the Company proposes to distribute, at no charge, to each holder of record of its Class A common stock, par value \$0.01 per share (the “*Class A Common Stock*”), Class B common stock (the “*Class B Common Stock*” and, together with the Class A Common Stock, the “*Common Stock*”), 3.375% Convertible Notes due 2026 and 2.375% Convertible Notes due 2024 (the “*Convertible Notes*” and, together with the Common Stock, the “*Eligible Securities*”), as of November 17, 2019 (the “*Record Date*”) transferable rights (the “*Subscription Rights*”) to subscribe for and purchase additional shares of Class A Common Stock (the “*Rights Offering*”);

WHEREAS, the Company desires to raise a total of approximately \$1,000,000,000 in connection with the Rights Offering;

WHEREAS, in connection with the Rights Offering, holders of the Company’s Eligible Securities of record as of the Record Date will receive a specified number of Subscription Rights for each share of Common Stock held as of the Record Date, or, in the case of the Convertible Notes, each share of Class A Common Stock into which those notes would be convertible based on the conversion rate in effect on the Record Date;

WHEREAS, each Subscription Right will entitle the holder thereof to purchase one share of Class A Common Stock (the “*Subscription Privilege*”) at a price of \$33.52 per share of Class A Common Stock (the “*Subscription Price*”); and

WHEREAS, in order to facilitate the Rights Offering, the Company has offered to the Standby Purchaser the opportunity, and the Standby Purchaser has agreed and committed, to purchase at the Subscription Price, subject to the terms and conditions of this Agreement, any shares of Class A Common Stock that are not exercised pursuant to the Subscription Privilege in the Rights Offering (the “*Unsubscribed Shares*” and such offering, the “*Standby Offering*”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

Section 1. Standby Purchase Commitment.

(a) *Standby Purchase Commitment.* If and to the extent Unsubscribed Shares are not purchased by holders of the Company’s Eligible Securities pursuant to the exercise of Subscription Rights in connection with the Rights Offering, the Standby Purchaser hereby agrees to purchase from the Company and pay for and the Company agrees to issue, deliver and sell to the Standby Purchaser at the Subscription Price all such Unsubscribed Shares, up to the full amount of shares of Class A Common Stock offered by the Company in the Rights Offering (the “*Commitment Amount*”).

(b) *Allocation of Unsubscribed Shares.* Promptly following the expiration of the Rights Offering, the Company will determine the number of Unsubscribed Shares. Upon the Company’s determination of the number of Unsubscribed Shares, which shall be deemed to be correct absent manifest error, the Company promptly will notify the Standby Purchaser in writing of the amount

of Class A Common Stock to be purchased by the Standby Purchaser, which amount may be less than the Commitment Amount (the *Allocated Amount*”).

(c) *Closing*. On the basis of the representations and warranties and subject to the terms and conditions herein set forth, the closing of the purchase and sale of the Allocated Amount (the “*Closing*”) shall take place promptly following the closing of the Rights Offering at the place, time and date to be determined by the parties hereto (the “*Closing Date*”). At the Closing, the Company shall deliver or cause to be delivered to the Standby Purchaser (or his designee) one or more certificates (or evidence of book-entry records) representing the shares of Class A Common Stock issued to the Standby Purchaser (or his designee) in respect of the Allocated Amount, and the Standby Purchaser shall deliver (or cause to be delivered) to the Company, in cash or other immediately available funds, the aggregate Subscription Price relating to such shares of Class A Common Stock.

(d) *Withdrawal and Termination*. At any time prior to the Closing Date, the Company may in its sole discretion withdraw or terminate the Rights Offering. In the event that the Company withdraws or terminates the Rights Offering, the Standby Purchaser’s rights and obligations under this Agreement will terminate and the Company will return the Standby Purchaser’s payment, or portion thereof, if any, to the Standby Purchaser, without interest or other income, promptly thereafter.

Section 2. *Certain Agreements of the Standby Purchaser*. The Standby Purchaser agrees with the Company that the certificates or book-entry notations with respect to the shares of Class A Common Stock to be issued pursuant to this Agreement shall bear a legend (and the Company’s share register shall bear a notation) substantially to the following effect and the Company will, or will direct the transfer agent for the Class A Common Stock to, remove the legend on the certificates at such time as they are no longer subject to this restriction:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 OR ANY OTHER SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED UNLESS REGISTERED UNDER SUCH LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES TO COMPLY WITH ALL SUCH RESTRICTIONS ON TRANSFER.

Section 3. *Representations and Warranties of the Standby Purchaser*. The Standby Purchaser represents and warrants to the Company as follows:

(a) *Power and Capacity*. The Standby Purchaser has full legal right and requisite power and capacity to enter into and to exercise its rights and to perform its obligations under this Agreement.

(b) *Authorization of Agreement; Enforceability*. This Agreement has been duly and validly executed and delivered by the Standby Purchaser. This Agreement is valid, binding and enforceable against the Standby Purchaser in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors’ rights and to general equity principals.

(c) *No Registration*. The Standby Purchaser understands that the shares of Class A Common Stock to be issued pursuant to this Agreement have not been registered under the Securities Act of 1933, as amended (the “*Securities Act*”), by reason of a specific exemption from the registration provisions of the Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Standby Purchaser’s representations as expressed herein or otherwise made pursuant hereto.

(d) *Accredited Investor.* The Standby Purchaser is an “accredited investor” as that term is defined in Regulation D promulgated under the Securities Act.

(e) *Information; Knowledge of Business.* The Standby Purchaser is familiar with the business in which the Company is engaged. The Standby Purchaser has knowledge and experience in financial and business matters; is familiar with the investments of the type that it is undertaking to purchase; is fully aware of the problems and risks involved in making an investment of this type; and is capable of evaluating the merits and risks of this investment. The Standby Purchaser acknowledges that, prior to executing this Agreement, it has had the opportunity to ask questions of and receive answers or obtain additional information from a representative of the Company concerning the financial and other affairs of the Company.

(f) *Availability of Funds.* The Standby Purchaser has available sufficient funds to pay the full Commitment Amount if needed.

(g) *Investment Intent.* The Standby Purchaser is acquiring its shares of Class A Common Stock for his own account with the intention of holding such shares for investment and not with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities laws, and the Standby Purchaser has no present intention of participating, directly or indirectly, in any sale, transfer or other distribution of the shares, except in compliance with applicable securities laws.

(h) *No Manipulation or Stabilization of Price.* The Standby Purchaser has not taken and the Standby Purchaser will not take, directly or indirectly, any action designed to or that would constitute, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company in order to facilitate the sale or resale of any securities of the Company, and the Standby Purchaser is not aware of any such action taken or to be taken by any person.

Section 4. Representations and Warranties of the Company.

(a) *Existence and Good Standing; Authority.* The Company is a corporation validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as now conducted.

(b) *Authorization of Agreement; Enforceability.* This Agreement has been duly and validly authorized, executed and delivered by the Company. This Agreement is valid, binding and enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors’ rights and to general equity principals.

(c) *Due Authorization and Issuance of Shares.* All of the shares of Class A Common Stock to be issued pursuant to this Agreement will have been duly authorized for issuance prior to the Closing, and, when issued and distributed as set forth in the prospectus to be filed by the Company with the Securities and Exchange Commission (the “*Commission*”) in connection with the Rights Offering (the “*Prospectus*”), will be validly issued, fully paid and non-assessable; and none of such shares of Class A Common Stock will have been issued in violation of the preemptive rights of any security holders of the Company arising as a matter of law or under or pursuant to the Company’s Amended and Restated Articles of Incorporation, the Company’s Amended and Restated Bylaws or any material agreement or instrument to which the Company is a party or by which it is bound.

(d) *No Conflicts.* The Company is not in violation of its Amended and Restated Articles of Incorporation or Amended and Restated Bylaws or in default under any agreement, indenture or instrument to which the Company is a party, the effect of which violation or default could reasonably be expected to have a material adverse effect on the Company, and the execution,

delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company pursuant to the terms of any agreement, indenture or instrument to which the Company is a party which lien, charge or encumbrance could reasonably be expected to have a material adverse effect on the Company, or result in a violation of the Amended and Restated Articles of Incorporation or Amended and Restated Bylaws of the Company or any order, rule or regulation of any court or governmental agency having jurisdiction over the Company or any of its property; and, except as required by the Securities Act, the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), and applicable state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency is required for the execution, delivery and performance of this Agreement.

Section 5. Conditions to Closing.

(a) *Conditions to Both Parties' Obligations.* The obligations of the Company and the Standby Purchaser to consummate the transactions contemplated hereunder in connection with the Standby Offering are subject to the fulfillment, prior to or on the Closing Date, of the following conditions:

- (i) the Rights Offering shall have been consummated in accordance with the terms and conditions described in the Prospectus; and
- (ii) no judgment, injunction, decree, regulatory proceeding or other legal restraint shall prohibit, or have the effect of rendering unachievable, the consummation of the Standby Offering or the transactions contemplated by this Agreement.

(b) *Conditions to Company's Obligations.* The obligations of the Company to consummate the transactions contemplated hereunder in connection with the Standby Offering are subject to the fulfillment, prior to or on the Closing Date, of the following conditions:

- (i) the representations and warranties of the Standby Purchaser in *Section 3* shall be true and correct in all material respects as of the date hereof and as of the Closing Date as if made as of such date; and
- (ii) the Standby Purchaser shall have performed all of its obligations hereunder.

(c) *Conditions to Standby Purchaser's Obligations.* The obligations of the Standby Purchaser to consummate the transactions contemplated hereunder in connection with the Standby Offering are subject to the fulfillment, prior to or on the Closing Date, of the following conditions:

- (i) the representations and warranties of the Company in *Section 4* shall be true and correct in all material respects as of the date hereof and as of the Closing Date as if made as of such date; and
- (ii) the Company shall have performed all of its obligations hereunder.

Section 6. Survival. The representations and warranties of the parties contained in this Agreement or in any certificate delivered hereunder shall survive the Closing hereunder.

Section 7. Covenants.

(a) *SEC Filings.* The Company agrees, as soon as reasonably practicable after the Company is advised or obtains knowledge thereof, to advise the Standby Purchaser with a confirmation in writing, of (i) the time when any amendment or supplement to the Prospectus has been filed, (ii) the issuance by the Commission of any stop order, or of the initiation or threatening of any proceeding, suspending the effectiveness of the Registration Statement relating to the Rights Offering (the "*Registration Statement*") or any amendment thereto or any order preventing or

suspending the use of any preliminary prospectus or the Prospectus or any amendment or supplement thereto, (iii) the issuance by any state securities commission of any notice of any proceedings for the suspension of the qualification of the shares of Class A Common Stock for offering or sale in any jurisdiction or of the initiation, or the threatening, of any proceeding for such purpose, (iv) the receipt of any comments from the Commission directed toward the Registration Statement or any document incorporated therein by reference, and (v) any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information. The Company shall use its commercially reasonable efforts to prevent the issuance of any such order or the imposition of any such suspension and, if any such order is issued or suspension is imposed, to obtain the withdrawal thereof as promptly as possible.

(b) *Information About Standby Purchaser.* The Standby Purchaser agrees to furnish to the Company all information with respect to the Standby Purchaser that may be necessary or appropriate and will make any information furnished to the Company for the Prospectus by the Standby Purchaser not contain any untrue statement of material fact or omit to state a material fact required to be stated in the Prospectus or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) *Public Announcements.* Neither the Company nor the Standby Purchaser shall issue any public announcement, statement or other disclosure with respect to this Agreement or the transactions contemplated hereby without the prior consent of the other party hereto, which consent shall not be unreasonably withheld or delayed, except if such public announcement, statement or other disclosure is required by applicable law or applicable stock market regulations, in which case the disclosing party shall consult in advance with respect to such disclosure with the other parties to the extent reasonably practicable.

(d) *NASDAQ Listing.* The Company shall cause the shares of Class A Common Stock issued to the Standby Purchaser hereunder to be listed on the NASDAQ Stock Market ("*NASDAQ*").

Section 8. Termination.

(a) *By Standby Purchaser.* The Standby Purchaser may terminate this Agreement (i) upon the occurrence of a suspension of trading in the Class A Common Stock by NASDAQ, any suspension of payments with respect to banks in the United States or a declaration of war or national emergency in the United States, or (ii) if the Company materially breaches its obligations under this Agreement and such breach is not cured within five business days following written notice to the Company.

(b) *By Company.* The Company may terminate this Agreement (i) in the event the Company, in its reasonable judgment, determines that it is not in the best interests of the Company and its stockholders to proceed with the Rights Offering, (ii) if consummation of the Rights Offering and/or the Standby Offering is prohibited by applicable law, rules or regulations, or (iii) if the Standby Purchaser materially breaches his obligations under this Agreement and such breach is not cured within five business days following written notice to the Standby Purchaser.

(c) *Other.* Any of the parties hereto may terminate this Agreement if the transactions contemplated hereby are not consummated by December 31, 2019 through no fault of the terminating party. In addition, this Agreement shall terminate upon the parties' mutual consent.

(d) *Effect of Termination.* The Company and the Standby Purchaser hereby agree that any termination of this Agreement pursuant to this Section 8 (other than termination by one party in the event of a breach of this Agreement by the other party or a misrepresentation of any of the

statements made hereby by the other party), shall be without liability to the Company or the Standby Purchaser.

Section 9. Notices. All notices, communications and deliveries required or permitted by this Agreement shall be made in writing signed by the party making the same, shall specify the Section of this Agreement pursuant to which it is given or being made and shall be deemed given or made (a) on the date delivered if delivered in person, (b) on the third (3rd) business day after it is mailed if mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid) or (c) on the day after it is delivered, prepaid, to an overnight express delivery service that confirms to the sender delivery on such day, as follows:

If to the Company:

DISH Network Corporation
9601 South Meridian Blvd.
Englewood, Colorado 80112
Attn: Executive Vice President and General Counsel

With a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Scott D. Miller

If to the Standby Purchaser:

Charles W. Ergen
9601 South Meridian Blvd.
Englewood, Colorado 80112

With a copy to:

Robert J. Hooke
P.O. Box 610
Littleton, Colorado 80160

or to such other representative or at such other address of a party as such party hereto may furnish to the other parties in writing in accordance with this *Section 9*.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Standby Purchaser and the Company, and supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada.

Section 12. Amendments. This Agreement may be modified or amended only with the written consent of the Company and the Standby Purchaser.

Section 13. Severability. If any provision of this Agreement shall be invalid under the applicable law of any jurisdiction, the remainder of this Agreement shall not be affected thereby.

Section 14. Miscellaneous.

(a) Notwithstanding any term to the contrary herein, no person other than the Company or the Standby Purchaser shall be entitled to rely on and/or have the benefit of, as a third party beneficiary or under any other theory, any of the representations, warranties, agreements, covenants or other provisions of this Agreement.

- (b) The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of this Agreement.
- (c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.
- (d) The Standby Purchaser shall not assign this Agreement or any of his rights or obligations hereunder without the Company's prior written consent.
- (e) Each party to this Agreement shall pay his or its own costs and expenses (including attorney fees) incurred in connection with the Rights Offering, the Standby Purchase and the other transactions contemplated by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Standby Purchaser and the Company have executed this Agreement on and as of the date first set forth above.

CHARLES W. ERGEN

By: /s/ Charles W. Ergen
Name: Charles W. Ergen

DISH NETWORK CORPORATION

By: /s/ Brandon Ehrhart
Name: Brandon Ehrhart
Title: *SVP, Deputy General Counsel and Secretary*

**FORM OF INSTRUCTIONS
FOR USE OF
DISH NETWORK CORPORATION
RIGHTS CERTIFICATES**

CONSULT THE INFORMATION AGENT,
YOUR CUSTODIAN BANK, BROKER,
DEALER OR OTHER NOMINEE AS TO
ANY QUESTIONS

The following instructions relate to a rights offering (the “**Rights Offering**”) by DISH Network Corporation, a Nevada corporation (the “**Company**”), to the holders of record (the “**Record Holders**”) of its Class A common stock, par value \$0.01 per share (the “**Class A Common Stock**”), and Class B common stock, par value \$0.01 per share (the “**Class B Common Stock**” and, together with the Class A Common Stock, the “**Common Stock**”), as well as the holders of its 2.375% Convertible Notes due 2024 and 3.375% Convertible Notes due 2026 (together, the “**Convertible Notes**” and, together with the Common Stock, the “**Eligible Securities**”), as described in the Company’s prospectus supplement, dated November 22, 2019 (the “**Prospectus Supplement**” and, together with the accompanying prospectus, dated November 7, 2019, the “**Prospectus**”). Record Holders of the Eligible Securities on November 17, 2019 (the “**Record Date**”) are receiving transferable subscription rights (the “**Subscription Rights**”) to purchase shares of the Company’s Class A Common Stock. An aggregate of up to 29,834,992 shares of Class A Common Stock are being offered by the Prospectus.

Each Record Holder of Common Stock will receive one Subscription Right for every 18.475 shares of Common Stock owned of record as of the Record Date. Each Record Holder of the Convertible Notes will receive one Subscription Right for every 18.475 shares of Class A Common Stock into which their Convertible Notes would be convertible (the “**Common Stock Equivalents**”) based on the conversion rate (as defined in the applicable indenture) in effect on the Record Date. The calculation of Common Stock Equivalents is solely for the purpose of allocating Subscription Rights in the Rights Offering. As of the date of the Prospectus Supplement, the Convertible Notes are not currently entitled to convert into shares of Class A Common Stock.

Each Subscription Right allows the holder thereof to subscribe for one share of Class A Common Stock at the subscription price of \$33.52 per whole share of Class A Common Stock (the “**Subscription Price**”). Subscription Rights will be rounded down to the nearest whole number and accordingly, no fractional Subscription Rights will be issued in the Rights Offering. As an example, if you are the Record Holder of 1,000 shares of Common Stock or Common Stock Equivalents, as applicable, as of the Record Date, you would receive 54 Subscription Rights (rounded down to the nearest whole Subscription Right) and have the right to purchase up to 54 shares of our Class A Common Stock for \$33.52 per share.

The Subscription Rights will expire, if not exercised, by 5:00 p.m. Eastern Time on December 9, 2019 (the “**Expiration Date**”), unless extended by the Company. After the Expiration Date, unexercised Subscription Rights will be null and void. The Company will not be obligated to honor any purported exercise of Subscription Rights received by Computershare Trust Company, N.A. (the “**Subscription Agent**”) after 5:00 p.m. Eastern Time on the Expiration Date, regardless of when the documents relating to such exercise were sent. If the Company’s Board of Directors extends the Rights Offering, the Company will issue a press release notifying Record Holders of its Eligible Securities of the extension of the Expiration Date as promptly as practical, but in no event later than 9:00 a.m. Eastern Time on the next business day following the Board of Directors’ decision to extend the Expiration Date. For registered holders of the Company’s Eligible Securities, the Subscription Rights are evidenced by rights certificates (the “**Rights Certificates**”).

The number of Subscription Rights to which you are entitled is printed on the face of your Rights Certificate. You should indicate your wishes with regard to the exercise of your Subscription Rights by completing the appropriate portions of your Rights Certificate and returning the certificate to the Subscription Agent pursuant to the procedures described in the Rights Certificate and Prospectus.

YOUR RIGHTS CERTIFICATE AND SUBSCRIPTION PRICE PAYMENT MUST BE ACTUALLY RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE 5:00 P.M. EASTERN TIME, ON THE EXPIRATION DATE. ONCE A HOLDER OF SUBSCRIPTION RIGHTS HAS EXERCISED THE SUBSCRIPTION RIGHTS, SUCH EXERCISE MAY NOT BE REVOKED. SUBSCRIPTION RIGHTS NOT EXERCISED PRIOR TO THE EXPIRATION DATE OF THE RIGHTS OFFERING WILL EXPIRE WITHOUT VALUE.

1. Method of Subscription—Exercise of Subscription Rights.

To exercise Subscription Rights, complete your Rights Certificate and send the properly completed and executed Rights Certificate evidencing such Subscription Rights, together with payment in full of the Subscription Price for each share of Class A Common Stock subscribed for pursuant to the Subscription Rights, to the Subscription Agent so that it will be actually received by the Subscription Agent on or prior to 5:00 p.m. Eastern Time on the Expiration Date. Registered holders of Eligible Securities may also exercise Subscription Rights by accessing the web address printed on their Rights Certificate (the “**Rights Offering Website**”) and following the instructions provided therein. The Subscription Agent will hold your payment of the Subscription Price in a segregated account with other payments received from other holders of Subscription Rights until the Company issues your shares of Class A Common Stock upon completion of the Rights Offering, and after all allocations and adjustments have been completed and upon payment of the Subscription Price for such shares. **All payments of the Subscription Price must be made in United States dollars for the full number of shares of Class A Common Stock for which you are subscribing by personal check drawn upon a United States bank payable to Computershare Trust Company, N.A., as Subscription Agent. Registered holders exercising Subscription Rights through the Rights Offering Website may also make payment by wire transfer by following the instructions on the Rights Offering Website.** If paying by check, please reference your Rights Certificate number on your check. Payments will be deemed to have been received by the Subscription Agent only upon receipt by the Subscription Agent of a personal check drawn upon a United States bank or upon receipt by the Subscription Agent of a wire transfer, if applicable.

The Rights Certificate and payment of the Subscription Price must be delivered to the Subscription Agent by one of the methods described below:

By First Class Mail:
Computershare
C/O Voluntary Corporate Actions/DISH
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:
Computershare
C/O Voluntary Corporate Actions/DISH
150 Royall Street, Suite V
Canton, MA 02021

By Rights Offering Website:
*See the web address printed on your Rights
Certificate*
Telephone Number for Confirmation:
Georgeson LLC: (877) 278-4751

Delivery to any address or by a method other than those set forth above will not constitute valid delivery.

If you have any questions, require assistance regarding the method of exercising Subscription Rights or require additional copies of relevant documents, please contact Georgeson LLC, the information agent for the Rights Offering (the “Information Agent”), at:

(877) 278-4751

When making arrangements with your custodian bank, broker, dealer, or other nominee for the delivery of funds on your behalf, you may also request such custodian bank, broker, dealer, or other nominee to exercise the Rights Certificate on your behalf.

If the aggregate Subscription Price paid by you is insufficient to purchase the number of shares of Class A Common Stock subscribed for, or if no number of shares of Class A Common Stock to be purchased is specified, then you will be deemed to have exercised your Subscription Rights to purchase shares of Class A Common Stock to the full extent of the payment tendered.

If the aggregate Subscription Price paid by you exceeds the amount necessary to purchase the number of shares of Class A Common Stock for which you have indicated an intention to subscribe, then the remaining amount will be returned to you by mail, without interest or deduction, promptly after the Expiration Date and after all allocations and adjustments contemplated by the terms of the Rights Offering have been effected.

2. Issuance of Class A Common Stock.

Promptly following the expiration of the Rights Offering, and the valid exercise of Subscription Rights, and after all allocations and adjustments contemplated by the terms of the Rights Offering have been effected, the Subscription Agent will deliver to each exercising holder of Subscription Rights the number of shares of Class A Common Stock purchased pursuant to the Subscription Rights to the address shown on the face of your Rights Certificate, or, if you hold your shares in book-entry form, such delivery will be in the form of a credit to your account, unless you provide instructions to the contrary in your Rights Certificate. See “The Rights Offering—The Subscription Rights” in the Prospectus.

3. Sale or Transfer of Subscription Rights.

The Subscription Rights will be transferable and are expected to trade on the NASDAQ Global Select Market (“**NASDAQ**”) on a “when-issued” basis under the symbol “DISHV” beginning on November 22, 2019, and on a “regular way” basis under the symbol “DISHR” beginning on November 25, 2019, until the close of trading on NASDAQ on December 9, 2019, the scheduled Expiration Date of this Rights Offering (or, if the offer is extended, on the extended Expiration Date). As a result, you may transfer or sell your Subscription Rights if you do not want to purchase any shares of Class A Common Stock.

You may instruct the Subscription Agent to sell your Subscription Rights by following the instructions on the Rights Offering Website or by following the instructions on your Rights Certificate and delivering your Rights Certificate to the Subscription Agent by first class mail or overnight courier

as described herein. **If you wish for the Subscription Agent to sell your Subscription Rights, the Subscription Agent must receive such instruction by 5:00 p.m., Eastern Time, on December 2, 2019, five (5) business days prior to December 9, 2019, the Expiration Date (as it may be extended).**

You may only instruct the Subscription Agent to transfer your Subscription Rights by delivering your Rights Certificate to the Subscription Agent by first class mail or overnight courier as described herein. If you wish to transfer your Subscription Rights, you and your transferee may submit a simultaneous instruction to the Subscription Agent to transfer your Subscription Rights and to exercise such transferred Subscription Rights on behalf of the transferee by following the instructions in your Rights Certificate. The Subscription Agent must receive such simultaneous transfer and exercise instruction by 5:00 p.m., Eastern Time, on the Expiration Date. **The Subscription Agent will only facilitate sales, subdivisions or transfers (without simultaneous exercise) of the physical Rights Certificates until 5:00 p.m., Eastern Time, on December 2, 2019, five (5) business days prior to December 9, 2019, the Expiration Date (as it may be extended).**

4. Fees and Expenses

The Company will pay all customary fees and expenses of the Subscription Agent and the Information Agent related to their acting in such roles in connection with the Rights Offering. The Company has also agreed to indemnify the Subscription Agent and the Information Agent from certain liabilities that they may incur in connection with the Rights Offering. You are responsible for paying any other commissions, fees, taxes, or other expenses incurred in connection with the exercise, transfer or sale of the Subscription Rights. Neither the Company nor the Subscription Agent will pay such expenses.

5. Execution.

- a. *Execution by Registered Holder.* The signature on the Rights Certificate must correspond with the name of the registered holder exactly as it appears on the face of the Rights Certificate without any alteration or change. Persons who sign the Rights Certificate in a representative or other fiduciary capacity on behalf of a registered holder must indicate their capacity when signing and, unless waived by the Subscription Agent in its sole and absolute discretion, must present to the Subscription Agent satisfactory evidence of their authority so to act.
- b. *Execution by Person Other than Registered Holder.* If the Rights Certificate is executed by a person other than the holder named on the face of the Rights Certificate, proper evidence of authority of the person executing the Rights Certificate must accompany the same unless, for good cause, the Subscription Agent dispenses with proof of authority.

6. Method of Delivery to Subscription Agent.

The method of delivery of Rights Certificates and payment of the Subscription Price to the Subscription Agent will be at the election and risk of the holder of Subscription Rights, and it is recommended that such certificates and payments be sent electronically via the Rights Offering Website or by registered mail, properly insured, with return receipt requested and that a sufficient number of days be allowed to ensure delivery to the Subscription Agent and the clearance of payment prior to 5:00 p.m. Eastern Time on the Expiration Date. Registered holders of Eligible Securities may exercise Subscription Rights by accessing the Rights Offering Website and following the instructions provided therein.

7. Special Provisions Relating to the Delivery of Subscription Rights through the Depository Trust Company.

In the case of Subscription Rights that are held of record through The Depository Trust Company (“DTC”) or are held in “street name” with DTC participants, exercise of the Subscription Rights may be effected by instructing DTC to transfer Subscription Rights from the DTC account of such holder to the DTC account of the Subscription Agent, together with certification as to the aggregate number of Subscription Rights exercised and the number of shares of Class A Common Stock thereby subscribed for under the Subscription Rights by each beneficial owner of Subscription Rights on whose behalf such nominee is acting, and payment of the Subscription Price for each share of Class A Common Stock subscribed for pursuant to the Subscription Rights. See the Company’s “Letter to Holders Who Are Registered Holders” and the “Form of Nominee Holder Certification.”

8. Determinations Regarding the Exercise of Your Subscription Rights.

The Company will decide, in its sole discretion, all questions concerning the timeliness, validity, form, and eligibility of the exercise of your Subscription Rights. Any such determinations by the Company will be final and binding. The Company, in its sole discretion, may waive, in any particular instance, any defect or irregularity or permit, in any particular instance, a defect or irregularity to be corrected within such time as the Company may determine. The Company will not be required to make uniform determinations in all cases. The Company may reject the exercise of any of your Subscription Rights because of any defect or irregularity. The Company will not accept any exercise of Subscription Rights until all irregularities have been waived by the Company or cured by you within such time as the Company decides, in its sole discretion.

Neither the Company, the Subscription Agent, nor the Information Agent will be under any duty to notify you of any defect or irregularity in connection with your submission of Rights Certificates, and the Company will not be liable for failure to notify you of any defect or irregularity. The Company reserves the right to reject your exercise of Subscription Rights if it determines that your exercise is not in accordance with the terms of the Rights Offering, as set forth in the Prospectus and these Instructions, or in proper form. The Company will also not accept the exercise of your Subscription Rights if the issuance of shares of Class A Common Stock to you could be deemed unlawful under applicable law.

FORM OF LETTER TO HOLDERS WHO ARE REGISTERED HOLDERS

DISH NETWORK CORPORATION

Subscription Rights to Purchase Shares of Class A Common Stock Offered
Pursuant to Subscription Rights
Distributed to Holders of Eligible Securities of DISH Network Corporation

November 22, 2019

Dear Holder:

This notice is being distributed by DISH Network Corporation, a Nevada corporation (the “**Company**”), to all registered holders of record of shares of its Class A common stock, par value \$0.01 per share (the “**Class A Common Stock**”), and Class B common stock, par value \$0.01 per share (the “**Class B Common Stock**”) and, together with the Class A Common Stock, the “**Common Stock**”), as well as the holders of its 2.375% Convertible Notes due 2024 and 3.375% Convertible Notes due 2026 (together, the “**Convertible Notes**”) and, together with the Common Stock, the “**Eligible Securities**”), as of November 17, 2019 (the “**Record Date**”),¹ in connection with the distribution in a rights offering (the “**Rights Offering**”) of transferable subscription rights (the “**Subscription Rights**”) to purchase shares of Class A Common Stock. The Subscription Rights are described in the Company’s prospectus supplement, dated November 22, 2019 (the “**Prospectus Supplement**”) and, together with the accompanying prospectus, dated November 7, 2019, the “**Prospectus**”).

In the Rights Offering, the Company is offering up to an aggregate 29,834,992 shares of its Class A Common Stock pursuant to the Prospectus. The Subscription Rights will expire, if not exercised, by 5:00 p.m. Eastern Time on December 9, 2019 (the “**Expiration Date**”), unless extended by the Company.

As described in the accompanying Prospectus, if you are a holder of Common Stock, you will receive one Subscription Right for every 18.475 shares of Common Stock owned of record as of the Record Date. If you are a holder of Convertible Notes, you will receive one Subscription Right for every 18.475 shares of Class A Common Stock into which your Convertible Notes would be convertible (the “**Common Stock Equivalents**”) based on the conversion rate (as defined in the applicable indenture) in effect on the Record Date. The calculation of Common Stock Equivalents is solely for the purpose of allocating Subscription Rights in this Rights Offering. As of the date of the Prospectus Supplement, the Convertible Notes are not currently entitled to convert into shares of Class A Common Stock.

Each Subscription Right will allow the holder thereof to subscribe for one share of Class A Common at the subscription price of \$33.52 per whole share of Class A Common Stock (the “**Subscription Price**”). Subscription Rights will be rounded down to the nearest whole number and accordingly, no fractional Subscription Rights will be issued in the Rights Offering. As an example, if you are the record holder of 1,000 shares of Common Stock or Common Stock Equivalents, as applicable, as of the Record Date, you would receive 54 Subscription Rights (rounded down to the nearest whole Subscription Right) and have the right to purchase up to 54 shares of our Class A Common Stock for \$33.52 per share.

¹ Pursuant to the normal practices of NASDAQ, we expect that NASDAQ will set an ex-rights date for shares of our currently outstanding Class A Common Stock (which we anticipate will be on or about November 25, 2019). During the period from the Record Date to the ex-rights date, our Class A Common Stock will trade with the right to receive Subscription Rights (i.e. with “due bills” for the Subscription Rights attached). After the ex-rights date, our Class A Common Stock will trade without the right to receive Subscription Rights (i.e. without “due bills” for the Subscription Rights attached).

Any excess payments received by the subscription agent will be returned, without interest or deduction, promptly following the expiration of the Rights Offering. The Subscription Rights are evidenced by rights certificates (the “**Rights Certificates**”).

The Subscription Rights will be transferable and are expected to trade on the NASDAQ Global Select Market (“**NASDAQ**”) on a “when-issued” basis under the symbol “DISHV” beginning on November 22, 2019, and on a “regular way” basis under the symbol “DISHR” beginning on November 25, 2019, until the close of trading on NASDAQ on December 9, 2019, the scheduled Expiration Date of this Rights Offering (or, if the offer is extended, on the extended Expiration Date).

Enclosed are copies of the following documents:

- (1) Prospectus;
- (2) Rights Certificate;
- (3) Instructions as to the Use of DISH Network Corporation Rights Certificates; and
- (4) Form of Notice of Guaranteed Delivery.

Your prompt action is requested. To exercise your Subscription Rights, you should properly complete and sign the Rights Certificate and forward it, with payment of the Subscription Price in full for each share of Class A Common Stock subscribed for pursuant to the Subscription Rights, to the subscription agent, as indicated in the Prospectus. You may also exercise your Subscription Rights by accessing the web address printed on your Rights Certificate (the “**Rights Offering Website**”) and following the instructions provided therein. The subscription agent must receive the Rights Certificate with payment of the Subscription Price on or prior to 5:00 p.m. Eastern Time on the Expiration Date. **All payments of the Subscription Price must be made in United States dollars for the full number of shares of Class A Common Stock for which you are subscribing by personal check drawn upon a United States bank payable to Computershare Trust Company, N.A., as subscription agent. Registered holders exercising Subscription Rights through the Rights Offering Website may also make payment by wire transfer by following the instructions on the Rights Offering Website. Failure to return the properly completed Rights Certificate with the correct payment will result in your not being able to exercise the Subscription Rights held in your name on behalf of yourself or other beneficial owners.**

Additional copies of the enclosed materials may be obtained from the information agent, Georgeson, LLC. The information agent’s toll-free telephone number is (877) 278-4751.

Very truly yours,

DISH NETWORK CORPORATION

FORM OF LETTER TO CUSTODIAN BANKS, BROKERS, DEALERS AND OTHER NOMINEE HOLDERS

DISH NETWORK CORPORATION

Subscription Rights to Purchase Shares of Class A Common Stock Offered Pursuant to Subscription Rights Distributed to Holders of Eligible Securities of DISH Network Corporation

November 22, 2019

To Custodian Banks, Brokers, Dealers, and Other Nominees:

This letter is being distributed to custodian banks, brokers, dealers, and other nominees in connection with the rights offering (the **“Rights Offering”**) by DISH Network Corporation, a Nevada corporation (the **“Company”**), of shares of its Class A common stock, par value \$0.01 per share (the **“Class A Common Stock”**), pursuant to transferable subscription rights (the **“Subscription Rights”**) distributed to all holders of record (**“Record Holders”**) of shares of Class A Common Stock and Class B common stock, par value \$0.01 per share (the **“Class B Common Stock”** and, together with the Class A Common Stock, the **“Common Stock”**), as well as the holders of its 2.375% Convertible Notes due 2024 and 3.375% Convertible Notes due 2026 (together, the **“Convertible Notes”**) and, together with the Common Stock, the **“Eligible Securities”**), as of November 17, 2019 (the **“Record Date”**).¹ The Subscription Rights are described in the Company’s prospectus supplement, dated November 22, 2019 (the **“Prospectus Supplement”**) and, together with the accompanying prospectus, dated November 7, 2019 the **“Prospectus”**).

In the Rights Offering, the Company is offering up to an aggregate 29,834,992 shares of its Class A Common Stock pursuant to the Prospectus. The Subscription Rights will expire, if not exercised, by 5:00 p.m. Eastern Time on December 9, 2019 (the **“Expiration Date”**), unless extended by the Company.

As described in the accompanying Prospectus, each record holder of Common Stock will receive one Subscription Right for every 18.475 shares of Common Stock owned of record as of the Record Date. Each record holder of the Convertible Notes will receive one Subscription Right for every 18.475 shares of Class A Common Stock into which their Convertible Notes would be convertible (the **“Common Stock Equivalents”**) based on the conversion rate (as defined in the applicable indenture) in effect on the Record Date. The calculation of Common Stock Equivalents is solely for the purpose of allocating Subscription Rights in this Rights Offering. As of the date of the Prospectus Supplement, the Convertible Notes are not currently entitled to convert into shares of Class A Common Stock.

Each Subscription Right will allow the holder thereof to subscribe for one share of Class A Common Stock at the subscription price of \$33.52 per whole share of Class A Common Stock (the **“Subscription Price”**). Subscription Rights will be rounded down to the nearest whole number and accordingly, no fractional Subscription Rights will be issued in the Rights Offering. As an example, if you are the Record Holder of 1,000 shares of Common Stock or Common Stock Equivalents, as applicable, as of the Record Date, you would receive 54 Subscription Rights (rounded down to the nearest whole Subscription Right) and have the right to purchase up to 54 shares of our Class A Common Stock for \$33.52 per share.

Any excess payments received by the subscription agent will be returned, without interest or deduction, promptly following the expiration of the Rights Offering.

¹ Pursuant to the normal practices of NASDAQ, we expect that NASDAQ will set an ex-rights date for shares of our currently outstanding Class A Common Stock (which we anticipate will be on or about November 25, 2019). During the period from the Record Date to the ex-rights date, our Class A Common Stock will trade with the right to receive Subscription Rights (i.e. with “due bills” for the Subscription Rights attached). After the ex-rights date, our Class A Common Stock will trade without the right to receive Subscription Rights (i.e. without “due bills” for the Subscription Rights attached).

The Subscription Rights will be transferable and are expected to trade on the NASDAQ Global Select Market (**NASDAQ**) on a “when-issued” basis under the symbol “DISHV” beginning on November 22, 2019, and on a “regular way” basis under the symbol “DISHR” beginning on November 25, 2019, until the close of trading on NASDAQ on December 9, 2019, the scheduled Expiration Date of this Rights Offering (or, if the offer is extended, on the extended Expiration Date).

We are asking persons who hold shares of Eligible Securities beneficially and who have received the Subscription Rights distributable with respect to those Eligible Securities through a custodian bank, broker, dealer, or other nominee, as well as persons who hold Eligible Securities directly and prefer to have such institutions effect transactions relating to the Subscription Rights on their behalf, to contact the appropriate institution or nominee and request it to effect the transactions for them.

Please take prompt action to notify any of your clients who are beneficial owners of Eligible Securities as to the Rights Offering and the procedures and deadlines that must be followed to exercise their Subscription Rights.

All commissions, fees, and other expenses (including brokerage commissions and transfer taxes), other than certain fees and expenses of the subscription agent and the information agent, incurred in connection with the exercise of the Subscription Rights will be the sole responsibility of the holder of the Subscription Rights, and none of such commissions, fees, or expenses will be paid by the Company, the subscription agent or the information agent.

Enclosed are copies of the following documents:

- (1) Prospectus;
- (2) A form of letter that may be sent to your clients for whose accounts you hold our Eligible Securities registered in your name or the name of your nominee;
- (3) Form of Notice of Guaranteed Delivery;
- (4) Form of Beneficial Holder Election Form; and
- (5) Form of Nominee Holder Certification.

Your prompt action is requested. The subscription agent must receive your exercise of Subscription Rights with payment of the Subscription Price on or prior to 5:00 p.m. Eastern Time on the Expiration Date. **All payments of the Subscription Price must be made in United States dollars for the full number of shares of Class A Common Stock for which you are subscribing. Failure to properly exercise your Subscription Rights and make the correct payment will result in your not being able to exercise the Subscription Rights held in your name on behalf of yourself or other beneficial owners.** A holder of Subscription Rights cannot revoke the exercise of his or her Subscription Rights. Subscription Rights not exercised prior to the Expiration Date will expire without value.

Additional copies of the enclosed materials may be obtained from the information agent, Georgeson LLC. The information agent’s toll-free telephone number is (877) 278-4751.

Very truly yours,

DISH Network Corporation

NOTHING IN THE PROSPECTUS OR IN THE ENCLOSED DOCUMENTS SHALL MAKE YOU OR ANY OTHER PERSON AN AGENT OF DISH NETWORK CORPORATION, THE SUBSCRIPTION AGENT, THE INFORMATION AGENT, OR ANY OTHER PERSON MAKING OR DEEMED TO BE MAKING OFFERS OF THE SECURITIES ISSUABLE UPON VALID EXERCISE OF THE SUBSCRIPTION RIGHTS, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE RIGHTS OFFERING EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS.

FORM OF LETTER TO CLIENTS FOR USE BY CUSTODIAN BANKS, BROKERS, DEALERS AND OTHER NOMINEE HOLDERS

Subscription Rights to Purchase Shares of Class A Common Stock Offered Pursuant to Subscription Rights Distributed to Holders of Eligible Securities of DISH Network Corporation

November 22, 2019

To Our Clients:

Enclosed for your consideration is a prospectus supplement, dated November 22, 2019 (the “**Prospectus Supplement**” and, together with the accompanying prospectus, dated November 7, 2019, the “**Prospectus**”), relating to the rights offering (the “**Rights Offering**”) by DISH Network Corporation, a Nevada corporation (the “**Company**”), of shares of its Class A common stock, par value \$0.01 per share (the “**Class A Common Stock**”), pursuant to transferable subscription rights (the “**Subscription Rights**”) distributed to all holders of record of shares of its Class A Common Stock and Class B common stock, par value \$0.01 per share (the “**Class B Common Stock**” and, together with the Class A Common Stock, the “**Common Stock**”), as well as the holders of its 2.375% Convertible Notes due 2024 and 3.375% Convertible Notes due 2026 (together, the “**Convertible Notes**” and, together with the Common Stock, the “**Eligible Securities**”), as of November 17, 2019 (the “**Record Date**”).¹ The Subscription Rights are described in the Prospectus.

In the Rights Offering, the Company is offering up to an aggregate of 29,834,992 shares of its Class A Common Stock pursuant to the Prospectus. The Subscription Rights will expire, if not exercised, by 5:00 p.m. Eastern Time on December 9, 2019 (the “**Expiration Date**”), unless extended by the Company.

As described in the accompanying Prospectus, each record holder of Common Stock will receive one Subscription Right for every 18.475 shares of Common Stock owned of record as of the Record Date. Each record holder of the Convertible Notes will receive one Subscription Right for every 18.475 shares of Class A Common Stock into which their Convertible Notes would be convertible (the “**Common Stock Equivalents**”) based on the conversion rate (as defined in the applicable Indenture) in effect on the Record Date. The calculation of Common Stock Equivalents is solely for the purpose of allocating Subscription Rights in the Rights Offering. As of the date of the Prospectus Supplement, the Convertible Notes are not currently entitled to convert into shares of Class A Common Stock.

Each Subscription Right will allow the holder thereof to subscribe for one share of Class A Common Stock at the subscription price of \$33.52 per whole share of Class A Common Stock (the “**Subscription Price**”). Subscription Rights will be rounded down to the nearest whole number and, accordingly, no fractional Subscription Rights will be issued in the Rights Offering. As an example, if you are the record holder of 1,000 shares of Common Stock or Common Stock Equivalents, as applicable, as of the Record Date, you would receive 54 Subscription Rights (rounded down to the nearest whole Subscription Right) and have the right to purchase up to 54 shares of our Class A Common Stock for \$33.52 per share.

Any excess payments received by the subscription agent will be returned, without interest or deduction, promptly following the expiration of the Rights Offering.

The Subscription Rights will be transferable and are expected to trade on the NASDAQ Global Select Market (“**NASDAQ**”) on a “when-issued” basis under the symbol “DISHV” beginning on

¹ Pursuant to the normal practices of NASDAQ, the Company expects that NASDAQ will set an ex-rights date for shares of the Company’s currently outstanding Class A Common Stock (which the Company anticipates will be on or about November 25, 2019). During the period from the Record Date to the ex-rights date, the Company’s Class A Common Stock will trade with the right to receive Subscription Rights (i.e. with “due bills” for the Subscription Rights attached). After the ex-rights date, the Company’s Class A Common Stock will trade without the right to receive Subscription Rights (i.e. without “due bills” for the Subscription Rights attached).

November 22, 2019, and on a “regular way” basis under the symbol “DISHR” beginning on November 25, 2019, until the close of trading on NASDAQ on December 9, 2019, the scheduled Expiration Date of this Rights Offering (or, if the offer is extended, on the extended Expiration Date).

THE BENEFICIAL OWNER ELECTION FORM AND THE OTHER MATERIALS ENCLOSED ARE BEING FORWARDED TO YOU AS THE BENEFICIAL OWNER OF ELIGIBLE SECURITIES HELD BY US IN YOUR ACCOUNT BUT NOT REGISTERED IN YOUR NAME. EXERCISES AND TRANSFERS OF SUBSCRIPTION RIGHTS MAY BE MADE ONLY BY US AS THE RECORD OWNER AND PURSUANT TO YOUR INSTRUCTIONS.

Accordingly, we request your instructions as to whether you wish to elect to subscribe for any shares of the Company’s Class A Common Stock to which you are entitled or to transfer or sell any of your Subscription Rights pursuant to the terms of the Rights Offering. However, we urge you to read the Prospectus carefully before instructing us to exercise, transfer or sell your Subscription Rights.

If you wish to have us, on your behalf, exercise the Subscription Rights for any shares of the Company’s Class A Common Stock to which you are entitled or transfer or sell your Subscription Rights, please so instruct us by completing, executing and returning to us the enclosed Beneficial Owner Election Form. Your Beneficial Owner Election Form should be forwarded to us as promptly as possible in order to permit us to exercise, transfer or sell Subscription Rights on your behalf in accordance with the terms of the Rights Offering. **The Rights Offering will expire at the Expiration Date. Once you have exercised your Subscription Rights, such exercise may not be revoked.**

Additional copies of the enclosed materials may be obtained from Georgeson LLC, the information agent for the Rights Offering (the **Information Agent**). The Information Agent’s toll-free telephone number is (877) 278-4751. Any questions or requests for assistance concerning the Rights Offering should be directed to the Information Agent.

Very truly yours,

**FORM OF NOTICE OF GUARANTEED DELIVERY
FOR
RIGHTS CERTIFICATES ISSUED BY DISH
NETWORK CORPORATION**

This form, or one substantially equivalent hereto, must be used to exercise the transferrable subscription rights (the “**Subscription Rights**”) pursuant to the rights offering (the “**Rights Offering**”) as described in the prospectus supplement, dated November 22, 2019 (the “**Prospectus Supplement**”) and, together with the accompanying prospectus, dated November 7, 2019, the “**Prospectus**”), of DISH Network Corporation, a Nevada corporation (the “**Company**”), if a holder of Subscription Rights cannot deliver the certificate(s) evidencing the Subscription Rights (the “**Rights Certificates**”), to the subscription agent listed below (the “**Subscription Agent**”) prior to 5:00 p.m. Eastern Time on December 9, 2019 (the “**Expiration Date**”), unless extended by the Company. Such form must be delivered by first class mail, overnight courier or sent by email transmission to the Subscription Agent, and must be received by the Subscription Agent prior to the Expiration Date. See “*The Rights Offering—Guaranteed Delivery Procedures*” in the Prospectus.

Payment of the subscription price of \$33.52 per whole share of the Company’s Class A common stock, par value \$0.01 per share (the “**Class A Common Stock**”), subscribed for upon exercise of such Subscription Rights must be received by the Subscription Agent in the manner specified in the Prospectus prior to the Expiration Date even if the Rights Certificates evidencing such Subscription Rights are being delivered pursuant to the Guaranteed Delivery Procedures thereof. See “*The Rights Offering—Guaranteed Delivery Procedures*” in the Prospectus. Each Subscription Right entitles you to purchase one share of Class A Common Stock at the subscription price. **Failure to pay the Subscription Price in full prior to 5:00 p.m. Eastern Time on the Expiration Date will result in a forfeiture of the Subscription Rights.**

THE SUBSCRIPTION AGENT IS:



By First Class Mail:

*Computershare
C/O Voluntary Corporate Actions/DISH
P.O. Box 43011
Providence, RI 02940-3011*

By Overnight Courier:

*Computershare
C/O Voluntary Corporate Actions/DISH
150 Royall Street, Suite V
Canton, MA 02021*

If By Email: *canoticeofguarantee@computershare.com*

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION VIA AN EMAIL ADDRESS OTHER THAN ONE LISTED ABOVE DOES NOT CONSTITUTE A VALID DELIVERY. THE ABOVE EMAIL ADDRESS CAN ONLY BE USED FOR DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY. ANY TRANSMISSION OF OTHER MATERIALS WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED A VALID SUBMISSION FOR THE OFFER.

The undersigned, a member firm of the NYSE, NASDAQ or other national exchange, or a bank or trust company, must communicate this guarantee and the number of shares of Class A Common Stock subscribed for in connection with this guarantee to the Subscription Agent and must deliver this Notice of Guaranteed Delivery, to the Subscription Agent, prior to 5:00 p.m., Eastern Time, on the Expiration Date, guaranteeing delivery of a properly completed and signed Rights Certificate (which certificate must then be delivered to the Subscription Agent no later than the close of business of the second business day after the Expiration Date). Failure to do so will result in a forfeiture of the Subscription Rights.

GUARANTEE

Ladies and Gentlemen:

The undersigned, a member firm of the NYSE, NASDAQ or other national exchange, or a bank or trust company, having an office or correspondent in the United States, guarantees delivery to the Subscription Agent prior to 5:00 p.m., Eastern Time, **on the second business day after the Expiration Date** (December 11, 2019) unless extended (as described in the Prospectus) of a properly completed and executed Rights Certificate. Participants should notify the Subscription Agent prior to covering through the submission of a physical security directly to the Subscription Agent based on a guaranteed delivery that was submitted via the PSOP platform of The Depository Trust Company ("**DTC**").

DISH NETWORK CORPORATION

Broker Assigned Control # _____

Subscription	Number of Subscription Rights to be exercised	Total number of shares of Class A Common Stock requested under the Subscription Rights for which you are guaranteeing delivery	Total payment made in connection with the Class A Common Stock subscribed for under the Subscription Rights
	_____ Subscription Rights	_____ Class A Common Stock	\$ _____

Manner of delivery of the Notice of Guaranteed Delivery (circle one)

- A. Through DTC
- B. Direct to Computershare Trust Company, N.A., as Subscription Agent.

Please reference below the registration of the Subscription Rights to be delivered.

PLEASE ASSIGN A UNIQUE CONTROL NUMBER FOR EACH GUARANTEE SUBMITTED. This number needs to be referenced on any direct delivery of Subscription Rights or any delivery through DTC.

Name of Firm _____	Authorized Signature _____
DTC Participant Number _____	Title _____
Address _____	Name (Please Type or Print) _____
Zip Code _____	Phone Number _____
Contact Name _____	Date _____

The institution that completes this form must communicate the guarantee to the Subscription Agent and must deliver the Rights Certificate(s) to the Subscription Agent within the time period shown in the Prospectus. Failure to do so could result in a financial loss to such institution.

**DISH NETWORK CORPORATION
FORM OF BENEFICIAL
HOLDER ELECTION FORM**

FOR USE BY BENEFICIAL OWNERS WHO HOLD ELIGIBLE SECURITIES OF DISH NETWORK CORPORATION THROUGH CUSTODIAN BANKS, BROKERS, DEALERS, OR OTHER NOMINEES—PLEASE RETURN TO THE REGISTERED HOLDER OF YOUR ELIGIBLE SECURITIES

The undersigned acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the grant of transferable subscription rights (the “**Subscription Rights**”) to purchase shares of Class A common stock, par value \$0.01 per share (the “**Class A Common Stock**”), of DISH Network Corporation, a Nevada company (the “**Company**”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to such terms in the prospectus supplement, dated November 22, 2019 (the “**Prospectus Supplement**”) and, together with the accompanying prospectus, dated November 7, 2019, the “**Prospectus**”).

With respect to any instructions to exercise (or not to exercise) Subscription Rights, the undersigned acknowledges that this form must be completed and returned such that it will actually be received by you by 5:00 p.m. Eastern Time on December 6, 2019, the last business day prior to the scheduled expiration date of the rights offering (which may be extended by the Company) or such other date as you may specify.

This will instruct you whether to exercise Subscription Rights to purchase shares of the Company’s Class A Common Stock distributed with respect to the Company’s Eligible Securities held by you for the account of the undersigned, pursuant to the terms and subject to the conditions set forth in the Prospectus.

Box 1. Please DO NOT EXERCISE SUBSCRIPTION RIGHTS for shares of Class A Common Stock.

Box 2. Please EXERCISE SUBSCRIPTION RIGHTS for shares of Class A Common Stock as set forth below.

The number of Subscription Rights for which the undersigned gives instructions for exercise should not exceed the number of Subscription Rights that the undersigned is entitled to exercise.

Number of Shares of Class A Common Stock Subscribed For	Subscription Price per Share of Class A Common Stock	Total Payment Required
	x \$33.52	= \$

Box 3. Payment in the following amount is enclosed \$.

Box 4. Please deduct payment from the following account maintained by you as follows:

Type of Account	Account No.
Amount to be deducted:	\$

Signature(s)
Please type or print name(s) below:

Date: _____, 2019

**DISH NETWORK CORPORATION
FORM OF NOMINEE HOLDER CERTIFICATION**

The undersigned, a custodian bank, broker, dealer, or other nominee holder of subscription rights (the “**Subscription Rights**”) to purchase shares of Class A common stock, par value \$0.01 per share (“**Class A Common Stock**”), of DISH Network Corporation, a Nevada corporation (the “**Company**”), pursuant to the rights offering (the “**Rights Offering**”) described and provided for in the prospectus supplement, dated November 22, 2019 (the “**Prospectus Supplement**”) and, together with the accompanying prospectus, dated November 7, 2019, the “**Prospectus**”), hereby certifies to the Company and Computershare Trust Company, N.A., as subscription agent for the Rights Offering, that the undersigned has exercised, on behalf of the beneficial owners thereof (which may include the undersigned), the number of Subscription Rights specified below.

**Number of Shares of Common Stock
or Common Stock Equivalents
(as defined in the Prospectus)
Owned on the Record Date**

Subscription Rights Exercised

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Name of Custodian Bank, Broker, Dealer, or Other Nominee

By: Name:
Title:

Provide the following information, if applicable:
Depository Trust Company (“**DTC**”) Participant Number: _____

Participant

By: Name:
Title:

DTC Subscription Confirmation Number(s): _____

DISH Network Commences Rights Offering

ENGLEWOOD, Colo., November 22, 2019 - DISH Network Corporation (NASDAQ:DISH) (“DISH”) announced today that it has commenced its previously-announced rights offering to raise proceeds of approximately \$1 billion. All DISH stockholders as well as holders of DISH’s outstanding series of convertible notes as of the record date of November 17, 2019 are being granted the right to participate in the offering and subscribe for newly-issued shares on a pro rata basis. The proceeds from the rights offering are intended to be used for general corporate purposes, including investments in the wireless business.

Under the terms of the rights offering, DISH is commencing distribution of transferable subscription rights pro rata to holders of record of DISH’s Class A and B common stock, and outstanding convertible notes (based on the applicable conversion ratio for those notes as of the record date) (collectively, the “eligible securities”) as of the record date. DISH will distribute one subscription right for each 18.475 shares of DISH’s eligible securities that a holder held (or, in the case of the convertible notes, was deemed to have held) on the record date. Subscription rights will be rounded down to the nearest whole number and, accordingly, no fractional subscription rights will be issued. Each subscription right will entitle the holder to acquire one newly-issued share of DISH’s Class A common stock at a subscription price of \$33.52 per share of Class A common stock. The rights offering does not provide for over-subscription rights.

Charles W. Ergen, who beneficially owns approximately 51.6% of DISH’s Class A and Class B common stock (calculated assuming conversion of all outstanding Class B common stock into Class A common stock) as of November 18, 2019, has informed DISH that he intends to fully exercise all subscription rights allocated in respect of the eligible securities he beneficially owns. DISH had 254,626,165 shares of Class A common stock and 238,435,208 shares of Class B common stock outstanding as of November 18, 2019. All outstanding shares of Class B common stock are beneficially owned by Mr. Ergen. Additionally, if any subscription rights remain unexercised following the expiration of the rights offering, Mr. Ergen has agreed to purchase, at the subscription price, in a private transaction separate from the rights offering, any and all shares of Class A common stock that are not subscribed for by holders of eligible securities in connection with the rights offering. DISH has entered into an agreement with Mr. Ergen in respect of this commitment.

DISH’s Class A common stock is traded on The NASDAQ Global Select Market (“NASDAQ”) under the symbol “DISH.” DISH expects that the Class A common stock issued in the rights offering will also be listed on NASDAQ under the same symbol. The rights are transferable and have been approved for listing on NASDAQ. The rights are expected to trade on a “when-issued” basis under the symbol “DISHV” beginning on November 22, 2019, and on a “regular way” basis under the symbol “DISHR” beginning on November 25, 2019 until the close of trading on NASDAQ on December 9, 2019, the expiration date of the rights offering, unless DISH extends the offering period.

Registered holders of DISH’s eligible securities as of the close of business on the record date will receive rights certificates representing their subscription rights. Beneficial owners who hold eligible securities in the name of a custodian bank, broker, dealer, or other nominee will not receive a physical rights certificate, and instead, such beneficial owners must instruct their custodian bank, broker, dealer, or other nominee whether or not to exercise subscription rights on their behalf.

Deutsche Bank Securities Inc. is acting as capital markets advisor to DISH in the rights offering. Computershare Trust Company, N.A. is serving as the subscription agent for the rights offering and Georgeson LLC is serving as the information agent for the rights offering. For any questions or further information about the rights offering, please call Georgeson LLC at (877) 278-4751 (toll-free).

This press release shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor will there be any sale of the subscription rights, Class A common stock or any other securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction. This document is not an offering, which can only be made by a prospectus.

The rights offering will be made pursuant to DISH's effective shelf registration statement on Form S-3 (No. 333-234552), filed with the Securities and Exchange Commission (the "SEC") on November 7, 2019, and the prospectus supplement filed with the SEC on November 22, 2019. The prospectus supplement and accompanying base prospectus (together, the "prospectus") contain important information about the rights offering and DISH and holders of subscription rights are urged to read the prospectus carefully before exercising their subscription rights and investing. Copies of the prospectus are available from the SEC's internet site at <http://www.sec.gov> or may be obtained by contacting Georgeson LLC, the information agent for the rights offering, at (877) 278-4751 (toll-free). There can be no assurance that the rights offering will be consummated.

About DISH

DISH Network Corporation is a connectivity company. Since 1980, it has served as a disruptive force, driving innovation and value on behalf of consumers. Through its subsidiaries, the company provides television entertainment and award-winning technology to millions of customers with its satellite DISH TV and streaming Sling TV services. Through its strategic spectrum portfolio and other assets, DISH is poised to enter the wireless market as a facilities-based provider of wireless services with a nationwide consumer offering and development of the first virtualized, standalone 5G broadband network in the U.S. DISH's OnTech Smart Services brand offers in-home installation of connected home devices and entertainment solutions. DISH Media serves as the company's advertising sales group delivering targeted advertising solutions. DISH Network Corporation (NASDAQ: DISH) is a Fortune 250 company.

Cautionary Statement Concerning Forward-Looking Statements

Certain statements contained herein may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements include statements about the benefits of the rights offering, including future DISH Network Corporation's plans, objectives, expectations and intentions, and other statements that are not historical facts. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of DISH Network Corporation to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. More information about such risks, uncertainties and other factors is set forth in DISH Network Corporation's Disclosure Regarding Forward-Looking Statements included in its recent filings with the Securities and Exchange Commission (the "SEC"), including its annual report on Form 10-K for the year ended December 31, 2018 and any subsequent quarterly reports on Form 10-Q. Risks and uncertainties relating to the proposed transaction include, but are not limited to, the possibility that the rights offering will not be completed, adverse effects on the market price of DISH Network Corporation's Class A common stock and adverse effects on DISH Network Corporation's operating results for any reason. The forward-looking statements speak only as of the date made, and DISH Network Corporation expressly disclaims any obligation to update these forward-looking statements. Nothing herein shall be deemed to be a forecast, projection or estimate of the future financial performance of DISH Network Corporation following the completion of the rights offering.

For company information, visit about.dish.com
For more information on DISH TV, visit www.dish.com
For more information on Sling TV, visit www.sling.com
For more information on OnTech Smart Services, visit www.ontechsmartservices.com
For more information on DISH Media, visit media.dish.com
Subscribe to DISH email alerts: <http://about.dish.com/alerts>
Follow @DISHNews on Twitter: <http://www.twitter.com/DISHNews>

Media Contacts

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303-723-1968
johnw.hall@dish.com