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**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): June 17, 2020

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

**001-39144**  
(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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

As previously disclosed in the Current Report on Form 8-K filed by DISH Network Corporation, (“DISH”), on July 26, 2019 and subsequent periodic public filings of DISH, DISH entered into an Asset Purchase Agreement (as amended, the “APA”) with T-Mobile US, Inc. (“TMUS”) and Sprint Corporation (“Sprint” and after the merger of Sprint and TMUS, “NTM”).

On June 17, 2020, DISH and NTM entered into the First Amendment to the APA (the “First Amendment”) in which the parties agreed to: (i) close the transaction in accordance with the APA on July 1, 2020; and (ii) therefore, extend the termination date of the APA to July 1, 2020, such that neither DISH nor NTM can terminate the APA due to the occurrence of the termination date prior to July 2, 2020, in each case subject to the terms and conditions of the APA (including the satisfaction of the conditions to closing of the transaction) and the DOJ Final Judgment (as defined in the APA).

The description of the First Amendment above is not complete and is qualified in its entirety by the actual terms of the First Amendment, a copy of which is filed as an exhibit hereto.

**Item 9.01. Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">Exhibit 99.1</a>	<a href="#">First Amendment to the Asset Purchase Agreement, dated June 17, 2020, by and between DISH and NTM</a>
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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: June 17, 2020

By: /s/ Timothy A. Messner

Timothy A. Messner

Executive Vice President and General Counsel

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**FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT**

This FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT (this "Amendment"), dated June 17, 2020, is made and entered into by and among T-Mobile US, Inc., a Delaware corporation ("TMUS"), Sprint Corporation, a Delaware corporation ("Sprint" and collectively with TMUS, the "Sellers") and DISH Network Corporation, a Nevada corporation (the "Buyer"). Each of TMUS, Sprint and the Buyer is referred to herein as a "Party", and collectively as the "Parties". Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, TMUS, Sprint and DISH are parties to that certain Asset Purchase Agreement, dated as of July 26, 2019 (the "Agreement");

WHEREAS, pursuant to Section 14.7 of the Agreement, the Agreement may be amended upon the execution and delivery of a written agreement executed by the Parties;

WHEREAS, the DOJ has consented to the Parties proceeding with the Closing on July 1, 2020;

WHEREAS, the Parties desire to amend the Agreement in order to consummate the Closing on July 1, 2020, subject to the terms and conditions of the Agreement and the DOJ Final Judgment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Closing. The Parties hereby agree to proceed with the Closing in accordance with Section 10.1 of the Agreement on July 1, 2020, subject to (a) the terms and conditions of the Agreement (including the satisfaction of the conditions to Closing set forth in Article 9 of the Agreement) and (b) the terms and conditions of the DOJ Final Judgment.
2. Amendment. The definition of "Termination Date" in Section 1.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

"Termination Date" means July 1, 2020.

3. Miscellaneous. This Amendment, the Agreement and the other documents and writings referred to in the Agreement or delivered pursuant thereto (including the Ancillary Agreements and, with respect to Sprint and TMUS only, the NTM Merger Agreement) contain the entire understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof. Except as expressly set forth in this Amendment, the Agreement, as amended hereby, shall remain in full force and effect, and this Amendment does not amend or waive any other term or condition of the Agreement. The following provisions of the Agreement shall apply to this Amendment *mutatis mutandis*: Section 14.2 (*Further Actions*), Section 14.3 (*Governing Law*), Section 14.4 (*Waiver of Jury Trial*), Section 14.5 (*Submission to Jurisdiction*), Section 14.6 (*Specific Performance*), Section 14.8 (*No Assignment*), Section 14.9 (*Waiver*), Section 14.11 (*Notices*), Section 14.14 (*Severability*) and Section 14.19 (*Counterparts and Delivery*).
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth in the first paragraph hereof.

**T-MOBILE US, INC.**

By: /s/ J. Braxton Carter  
Name: J. Braxton Carter  
Title: EVP and Chief Financial Officer

**SPRINT CORPORATION**

By: /s/ J. Braxton Carter  
Name: J. Braxton Carter  
Title: EVP and Chief Financial Officer

**DISH NETWORK CORPORATION**

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

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