EXHIBIT A-1
Summary of Objections
Filed on Docket to the DIP Motion/Debtors' Response[1]

Docket No.	Objecting Party	Objection	Debtors' Response/Resolution
124	Sprint Nextel Corporation ("***Sprint***")	1. Argues that the DIP is designed to transfer the value of the FCC licenses for the benefit of the Senior Secured Noteholders even though the Senior Secured Noteholders do not have an enforceable lien on the FCC licenses and liens on the proceeds must be subordinate to the obligations imposed by the FCC. 2. Argues there is no business justification for TerreStar License Inc. ("***TLI***") to be a guarantor of the DIP Financing because it has no operations and no need for financing. Consequently, any guaranty by TLI should be limited in scope and require that (i) the DIP Lenders first seek repayment from the Debtor entities that actually receive proceeds of the DIP Financing and (ii) the amount of the guaranty provided by TLI shall not exceed the value of the benefit, if any, that TLI actually receives from the DIP Financing. 3. Argues proposed DIP Order attempts to validate purported lien of the 15% Noteholders in TLI's FCC licenses. Argues (a) liens on FCC licenses are prohibited by federal law and (b) even if a security interest could be granted in the FCC licenses or the proceeds thereof, the security interest would be subordinate to an obligation to reimburse Spring Nextel. Consequently, the DIP Order should clarify that (i) it does not constitute a determination regarding the scope, validity or priority of liens in FCC licenses, (ii) that all parties in interest remain free to challenge the purported lien of the 15% Noteholders in TLI's FCC licenses and (iii) any such challenge is not subject to any deadline contained in the DIP Order.	1. The validity and extent of the liens securing the Senior Secured Notes need not, and should not, be decided at this time. *See* Response, Section III, V.B. 2. TLI will benefit from the use of the proceeds of the DIP Financing because, without the financial and operational support that TSN provides to TLI, the underlying licenses themselves would be idle and subject to cancellation and/or revocation. *See* Response, Section V.A. 3. See response #1 to Sprint. 4. To the extent this objection point pertains to the RSA, this is now moot. Additionally, it is not uncommon for case milestones to be built into post petition financing agreements as many DIP lenders want to ensure that their DIP investment does not linger unnecessarily while debtors try to exit from bankruptcy, particularly where, as here, the DIP lender is not an institutional lenders or other traditional provider of DIP financing. *See* Response, Section II.A.

[1] This is in summary form only. Please refer to the specific Objection or the Response for further detail.

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		4. The DIP Financing should not be condition upon (i) assumption of the RSA and (ii) aggressive milestone requirements that "fast-track" filing and confirmation of the plan contemplated in the RSA.	
126	Solus Alternative Asset Management LP and Remus Holdings LLC (together "***Solus***")	1. Argues DIP Motion is subject to "entire fairness" standard because EchoStar is an "insider", which status the Debtors did not disclose. Argues DIP Motion would nonetheless be rejected even under the business judgment standard. 2. Argues that DIP Financing is inappropriately tied to the RSA and, as such, restricts the Debtors' ability exercise their fiduciary duties. Furthermore, Solus argues that DIP milestones preclude the Debtors from exploring other restructuring alternatives. 3. The DIP Agreement is a *sub rosa* plan that dictates the terms of the Debtors' Plan. Among other things, Solus: (i) argues that the cross-defaults to the RSA give EchoStar unilateral control of the chapter 11 reorganization; (ii) argues that the milestones established in the DIP effectively preclude the Debtors from exploring alternative restructuring, (iii) objects to section 7.01(s) of the DIP Agreement, which provides that failure to meet a milestone constitutes an Event of Default, and (iv) objects that the mere proposal of a non-"Acceptable Plan" (which in reality means a plan with someone other than EchoStar) would constitute a default under the DIP Agreement.	1. As discussed in detail in paragraphs 14-16 of the Response, the appropriate standard to evaluate the Debtors' decision to enter into the DIP Financing is the business judgment rule because EchoStar is neither a board member nor exercised control over the Debtors. Furthermore, when considering the other alternatives available to the Debtors, their decision to enter into the DIP Financing was an exercise of their prudent business judgment, and, as evidenced by the Declarations attached to the DIP Motion, there can be no doubt that the Debtors' process was robust and fulsome. 2. To the extent this objection relates to the RSA, the objection is now moot. The DIP milestones are not precluding the Debtors from exploring alternative restructuring. Rather, the milestones are the product of heavy negotiation between the Debtors and the DIP Lender and are appropriate in the context of these chapter 11 cases. *See* Response, ¶19. 3. It is not uncommon for plan milestones to be included as part of DIP financing agreements nor for the failure to meet these milestones to constitute an event of default. *See* Response, ¶20. In addition, DIP agreements that have plan milestones routinely contain language providing that certain plan documents must be acceptable to the DIP lender. *See* Response, ¶23. Lastly, the terms and milestones in the DIP Agreement fall short of constituting a "sub rosa" plan. *See* Response, Section II.C.
127	Harbinger Capital	1. Argues linking the Restructuring Support Agreement (the	1. The RSA has been terminated, therefore, this

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	Partners LLC ("***Harbinger***")	"***RSA***") with the DIP Financing is inappropriate. 2. Argues the defined term "Acceptable Plan" should be limited to a plan that proposes to pay the DIP Lender in full upon the Debtors' emergence from bankruptcy for the reason stated above, rather than a plan in form and substance reasonably acceptable to the Required Lenders as currently drafted. 3. Argues certain of the Debtors' stipulations may be inaccurate and should be revised: a) Argues that paragraph 3(d) of the Interim order should be revised in the DIP Order to clarify that (i) TS-2 and the TS-2 Related Assets are not "Collateral" for the 15% Notes and (ii) even if TS-2 and the TS-2 Related Assets were included in the term "Collateral" under the 15% Notes Indenture, the 15% Noteholders are not perfected in such collateral because such collateral was released by the filing of a UCC-3 financing statement on March 24, 2008 that unequivocally released TS-2 and the TS-2 Related Assets as collateral under the 15% Notes Indenture. b) Argues that paragraph 3(e) of the Interim Order should be revised in the DIP Order to clarify that the Debtor 0887729 B.C. Ltd. is not obligated under the 15% Notes Indenture and that its assets were not pledged to the 15% Notes Trustee/Agent.	objection is moot. 2. See response #3 to Solus. 3. (a) The 15% Noteholders have security interests in whatever was granted to them pursuant to their prepetition indenture and security documents. It is not appropriate for the Final DIP Order to make the determination requested by Harbinger. *See* Response, Section III. 3. (b) Resolved; the Final DIP Order has been modified to reflect this.
129	Marathon Asset Management, L.P., on behalf of one or more of its affiliated	1. Argues DIP Motion is subject to heightened scrutiny because EchoStar is an "insider". 2. Argues that DIP Agreement provides for defaults if certain milestones are not met, which gives EchoStar a "vast array of 'case controls'" of the Debtors through an ability to accelerate the DIP Financing and revert the Debtors back to a cash	1. See response #1 to Solus. 2. See response #3 to Solus. 3. The first time that the Debtors have heard about Marathon's willingness to provide alternate DIP financing was in Marathon's objection, which was

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	managed fund (collectively, "***Marathon***")[2]	emergency situation, thus preventing the Debtors from considering alternative restructurings. As such, the DIP Facility is designed to benefit only one stakeholder, EchoStar. 3. States that Marathon, together with other stakeholders, is willing to provide alternative DIP financing, without EchoStar's controls.	filed 20 days after the DIP Motion. Upon learning of Marathon's offer, on November 10, less than 24 hours after the Marathon objection was filed, the Debtors reached out to Marathon requesting that they provide to the Debtors a term sheet and a commitment letter. Marathon responded that it was *exploring* the possibility of providing a joint DIP financing, but that it did not have any more specifics at this point. On November 11 and November 12, the Debtors sent Marathon follow up emails requesting an update. Marathon responded that it was continuing to discuss but did not have a proposal at this time.
133	Mast Capital Management LLC ("***Mast***")	1. Argues the Final DIP Order should include an express finding that the PMCA Lenders are oversecured to justify the limited form of adequate protection to the PMCA Lenders (junior replacement liens and an accompanying 507(b) claim). 2. Argues that the Final DIP Order should be modified to clarify that the PMCA Lenders' 507(b) claim has priority over the superpriority claims granted to the DIP Lender.	1. Resolved; the Final DIP Order has been modified to reflect this. 2. This argument runs directly counter to Mast's first request – *i.e.* it is either oversecured in which case it gets limited adequate protection, or it requires a 507(b) superpriority claim, to the extent its collateral decreases in value. There is no justification for granting a 507(b) superpriority claim here.
144	Ad Hoc Group of 15% Noteholders	1. Argues that nothing in the DIP Agreement or Final DIP Order should undermine the 15% Noteholders' first priority lien on substantially all of the Debtors' assets. 2. Asserts that it may be possible to fix certain deficiencies in the DIP by, for example: a) Removing the $25 million rights offering right of first refusal for the benefit of EchoStar in the DIP. b) Making certain changes to the terms of the	1. See response #3(a) to Harbinger. 2. This argument makes no sense; if the Ad Hoc Group of 15% Noteholders wishes to object to the DIP, it is nonsensical that a DIP financing malady can be cured by adjusting the rights offering.

[2] As an initial matter, Marathon is not a "party in interest" in the Debtors' bankruptcy cases, as described in section 1109(b) of the Bankruptcy Code, and therefore has no standing to put objections before this Court. *See* Response, Section VI.

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		proposed DIP Financing to ensure that nothing in the DIP Agreement undermines the 15% Noteholders' first priority lien on substantially all of the Debtors' assets.	
151	Official Committee of Unsecured Creditors (the "***Committee***")	1. Argues that the milestone requirements and Events of Default are unreasonable, because, among other things, (i) the milestone requirements provide insufficient opportunity to review prepetition efforts to obtain alternative financing, evaluate restructuring alternatives, perform valuation of the Debtors or to investigate the Debtors' prepetition affairs and transactions and (ii) other Event of Defaults are vague and provide uncertainty as to what constitutes an Event of Default. 2. Objects that there should be no liens on avoidance action or their proceeds and submits that the Superpriority Claims and DIP Liens should not attach to Avoidance Actions or proceeds of Avoidance Actions. 3. Objects to granting EchoStar new liens on unencumbered assets and the non-disclosure of release of TS-2 and TS-2 Related Assets from the 15% Noteholders' liens. Consequently, the Debtors' interests in TS-2 and TS-2 Related Assets, if any, should be excluded from the collateral provided to the 15% Noteholders for replacement liens. 4. Argues that the challenge period to investigate claims and causes of actions against the prepetition secured parties is insufficient, as it is (i) 60 days and (ii) capped at $200,000. Consequently, the Committee argues that it should be (i) extended to 120 days and (ii) capped at $400,000. 5. Argues that the prepetition secured parties may not be oversecured and thus not entitled to adequate protection. Consequently, (i) the prepetition secured parties should not receive adequate protection liens on any DIP collateral on which they do not have valid, unavoidable liens and (ii) the Committee should have the right, if the prepetition secured parties are determined to be undersecured, to recharacterize payment of	1. See response #3 to Solus. 2. The proposed Final DIP Order does not grant the DIP Lenders liens on avoidance actions, only liens of the proceeds of such actions. The proceeds of avoidance actions are property of a debtor's estate under section 541(a)(3) of the Bankruptcy Code, that, like all other property of the estate, may be pledged to secure the claims of senior creditors. The DIP Lenders are entitled to superpriority claims against, and liens on, property of the estate pursuant to section 364(c) of the Bankruptcy Code. Furthermore, granting a DIP lender liens on the proceeds of avoidance actions is routinely approved in major chapter 11 cases in this District and others. *See* Response, ¶ IV.B. 3. See response #3(a) to Harbinger. 4. The proposed Final DIP Order grants the Committee a challenge period of the later of (a) 75 days from the date of an order approving counsel for the Committee or (b) 75 days from the date of entry of the Final DIP Order (the "***Challenge Period***"), with a potential for extension. This is in excess of the time period required by the Local Rule 4001-2(f), which provides that the challenge period is to be ***ordinarily*** 60 days from the date of entry of the final order authorizing post-petition financing and use of cash collateral. *See* Local Rule 4001-2(f) (emphasis added). The proposed Final DIP Order also provides for an investigation fund of up to $250,000 for the Committee to investigate potential claims. This provision is reasonable and strongly supported by precedent. *See, e.g., In re Saint Vincents Catholic*

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		interest and professional fees and seek disgorgement of the same. 6. Objects to the number of professionals included in the DIP obligations and argues EchoStar should be limited to service of one law firm and one financial advisor. 7. Object to proposed prohibition of against the equitable doctrine of "marshalling" or any similar claim or doctrine. 8. Argues Committee should be included in all notice provisions.	*Medical Centers of New York*, No. 10-11963 (CGM) (Bankr. S.D.N.Y. May 17, 2010) (approving a challenge budget cap of $200,000); *In re Chemtura Corp.*, No. 09-11233 (REG) (Bankr. S.D.N.Y. Apr. 29, 2009) (same); 5. The proposed Final DIP Order has been modified to give the Committee the right to seek recharacterization and/or disgorgement of interest and fees. 6. This point was negotiated with the DIP Lenders. 7. A waiver of section 506(c) claims is not an unusual provision to appear in a DIP financing agreement and, in fact, courts in this district have entered orders approving a debtor's exercise of its business judgment to grant section 506(c) waivers in connection with DIP financing. Moreover, the Debtors are well within their business judgment to agree to waive section 506(c) claims to obtain the DIP Financing. *See* Response, Section IV.A.

EXHIBIT A-2
Summary of Informal Comments
to the Final DIP Order/Debtors' Response[3]

Commenting Party	Comments	Debtors' Response/ Resolution
Office of the United States Trustee (the "***UST***")	1. Remove references to section 726 of the Bankruptcy Code in paragraphs 6(a) and 12(b) of the Interim Order. 2. Remove "Limitation of Liability" paragraph. 3. Increase chapter 7 trustee fees and expenses to $100,000 4. Update budget to reflect separate line time for UST quarterly fees.	ALL COMMENTS RESOLVED
Indenture Trustee for the 15% Notes Holders	1. Add in the phrase "the terms of the Debtors' use of Cash Collateral and" to paragraph 5(d) of the draft Final DIP Order. 2. Insert referenced to the Prepetition Secured Parties in paragraph 5(d) of the draft Final DIP Order. 3. Request that the Prepetition Agent be provided with an updated cash flow projection on a bi-weekly basis. 4. Request that language be added to paragraph 9 of the draft Final DIP Order that "reasonably prompt written notice" be provided to the Prepetition Secured Parties immediately upon the occurrence and during the continuance of an Event of Default. 5. Add clarifying language to paragraph 12 of the draft Final DIP Order. 6. Add clarifying language to paragraph 13(a)(ii) of the draft Final DIP Order regarding the replacement security interest in and lien being granted on the 15% Notes Collateral. 7. Include language in paragraph 13(b) of the draft Final DIP Order stating that "all fees and expenses payable under this Final DIP Order shall be finally allowed". 8. Add clarifying language to paragraph 13(d) of the draft Final DIP Order. Include language giving the Prepetition Agent reasonable access to the Debtors' books and records and require the Debtors' to reason	ALL COMMENTS RESOLVED OTHER THAN 3, 4, 10 AND 12.

[3] Non-substantive comments are not included in this chart. In addition, this chart summarizes only those comments received by parties who did not file a formal objection with the Court. To the extent parties that have filed formal objections have provided substantive comments to the draft Final DIP Order that have not been incorporated, these issues are dealt with in either the Response or Exhibit A-1.

Commenting Party	Comments	Debtors' Response/ Resolution
	to reasonably inquiries from the Prepetition Agent related to this review. 9. Add clarifying language to the end of paragraph 14 of the draft Final DIP Order. 10. Add language to paragraph 16(b) of the draft Final DIP Order stating that it shall constitute an "automatic" termination of the right to use Cash Collateral if certain events occur. 11. Add language to paragraph 16(b) of the draft Final DIP Order stating that it will be an Event of Default and a termination of the right to use Cash Collateral if "an order is entered appointing a trustee or examiner with expanded powers with respect to any of the Debtors." 12. Add the following phrase to the end of the first sentence of paragraph 18 of the draft Final DIP Order – "including the terms governing the Approved Budget." 13. Revise paragraph 21(b) of the draft Final DIP Order per comments provided.	