

United States Bankruptcy Court
Southern District of Texas

ENTERED

July 14, 2026

Nathan Ochsner, Clerk

COPY TO: CITY ATTORNEY
RISK MANAGEMENT
DATE 7/21/26
DCC NAME [initials]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

DISH DBS CORPORATION,
DISH WIRELESS L.L.C. *et al.*,¹

Debtors.

) Chapter 11

) Case No. 26-90627 (CML)

) (Jointly Administered)

) Re: Docket No. 16

**ORDER (I) AUTHORIZING AND
APPROVING PROCEDURES TO REJECT EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND ABANDON
ESTATE PROPERTY AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "**Motion**")² of the DISH Wireless Debtors for entry of an order (this "**Order**"), (i) authorizing and approving the Rejection Procedures and procedures for abandonment of estate property and (ii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and entry of this Order being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the DISH Wireless Debtors having consented to the entry of a final order by this Court under Article III of the United States Constitution; and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that due, sufficient, and proper notice of the Motion was provided under the circumstances and in accordance with the Bankruptcy Rules and the Bankruptcy Local Rules, and it appearing that no other or further notice

¹ The last four digits of DISH DBS Corporation's and DISH Wireless L.L.C.'s respective tax identification numbers are 8967 and 6388. A complete list of each of the Debtors in these Chapter 11 Cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/DBS>. The location of the Debtors' corporate headquarters and the Debtors' service address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

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need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Hearing**"); and all objections to the Motion, if any, having been withdrawn, resolved or overruled; and the relief requested in the Motion being in the best interests of the DISH Wireless Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The following Rejection Procedures are approved in connection with rejecting Covered Contracts:

- a. **Rejection Notice.** The DISH Wireless Debtors may file one or more notices substantially in the form attached to this Order as Exhibit 1 (the "**Rejection Notice**"), indicating the DISH Wireless Debtors' rejection of a Covered Contract or Covered Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Covered Contract or Covered Contracts rejected; (ii) the names and addresses of the counterparties to such Covered Contract(s) (each a "**Rejection Counterparty**"); (iii) the proposed effective date of the rejection for such Covered Contract(s) (the "**Proposed Rejection Date**"); (iv) if any such Covered Contract is a real property lease, a description of the property that may be located in or on the leased Premises to be abandoned, if any; and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Covered Contracts, however the number of Covered Contracts listed in any single Rejection Notice shall not exceed 100. For the avoidance of doubt, the DISH Wireless Debtors may file and serve multiple Rejection Notices at a given time. Rejection Notices for Covered Contracts that are leases will be accompanied by a copy of the proposed form order (the "**Rejection Order**"), substantially in the form attached to the Rejection Notice as Schedule 3, approving the rejection of the applicable lease(s). For each Covered Contract that is a real property lease, the rejection date for such lease shall be no later than (i) the Proposed Rejection Date; (ii) such other date that is ordered by the Court, (iii) such other date as the DISH Wireless Debtors and the counterparty or counterparties to any such Covered Contract agree in writing (email being sufficient) or (iv) the filing date of the Rejection Notice (such date, the "**Rejection Date**"). For the avoidance of doubt, if the Proposed Rejection Date is determined to not be the Rejection Date, for any reason, the filing of a Rejection Notice shall

serve as the DISH Wireless Debtors' notice to the Rejection Counterparty that the DISH Wireless Debtors have surrendered the Premises to the applicable Rejection Counterparty and, to the extent such party has not already done so, the Rejection Counterparty may take any steps necessary to take full dominion and control over the Premises.

- b. **Service of Rejection Notices.** The DISH Wireless Debtors will cause the Rejection Notice to be served by: (i) email, if available, and by overnight delivery service upon (A) the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Covered Contract (and upon such Rejection Counterparty's counsel, if known) and (B) all parties who may have any interest in any Abandoned Property (if known); and (ii) by first class mail or email upon: (A) the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee"); (B) the holders of the 30 largest unsecured creditors of the DISH Wireless Debtors; (C) the United States Attorney's Office for the Southern District of Texas; (D) the state attorneys general for the states in which the DISH Wireless Debtors operate; (E) the Internal Revenue Service; (F) the United States Securities and Exchange Commission; (G) the Federal Communications Commission; (H) the indenture trustees, administrative agents, and collateral agents in respect of: (1) the 2026 Senior Secured Notes, (2) the 2028 Senior Secured Notes, (3) the 2026 Senior Notes, (4) the 2028 Senior Notes, and (5) the 2029 Senior Notes; (I) counsel to any statutory committee appointed in these Chapter 11 Cases; and (J) any party that has requested notice pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 9013-1(d) (collectively, the "Notice Parties").

- c. **Objection Procedures.** Parties objecting to the rejection of a Covered Contract listed in a Rejection Notice, including the Proposed Rejection Date, must file a written objection on the docket of the Debtors' Chapter 11 Cases no later than fourteen (14) days after the date the DISH Wireless Debtors file and serve the relevant Rejection Notice. The DISH Wireless Debtors may, at their sole discretion, extend the period of time by which parties objecting to the rejection must file their written objections.³ To the extent a Rejection Counterparty objects to the Rejection Date, the parties may agree in writing (email being sufficient) to revise such date to a mutually agreeable date, or if the parties cannot reach a resolution, such date shall be determined by the Court.

- d. **No Objection Timely Filed.** If no objection to the rejection of a Covered Contract listed in a Rejection Notice is timely filed, each Covered Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Proposed Rejection Date set forth in the Rejection Notice or such

³ An objection to the rejection of any particular Covered Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Covered Contract listed on such Rejection Notice.

other date as the DISH Wireless Debtors and the applicable Rejection Counterparty agree in writing (email being sufficient); *provided that*, if the Covered Contract is a lease of real property, the DISH Wireless Debtors shall submit the Rejection Order to the Court under a certificate of no objection authorizing the rejection of each such lease as listed in the applicable Rejection Notice to be rejected.

- e. ***Unresolved Timely Objections.*** If an objection to the Rejection Notice is timely filed as specified above and not withdrawn or resolved the DISH Wireless Debtors shall request that the Court schedule a hearing on such objection and shall provide at least fourteen (14) days' notice of such hearing to the applicable Rejection Counterparty. If such objection is overruled or withdrawn, such Covered Contract shall be rejected as of the applicable Proposed Rejection Date set forth in the Rejection Notice or such other date to which the DISH Wireless Debtors and the applicable Rejection Counterparty have agreed in writing (email being sufficient), or that is ordered by the Court.
- f. ***Property to be Abandoned.*** Any of the DISH Wireless Debtors' property remaining on the applicable Premises related to a rejected Covered Contract shall be deemed abandoned, as is, as of the applicable Rejection Date pursuant to section 554 of the Bankruptcy Code (the "**Abandoned Property**"). As of the applicable Rejection Date, each applicable Rejection Counterparty may, in its sole discretion and without further order of this Court, utilize and/or dispose of any Abandoned Property without liability to the Debtors or any third party, and, to the extent applicable, the automatic stay is modified to allow such disposition. Notwithstanding anything to the contrary herein, the DISH Wireless Debtors and the Rejection Counterparties may agree, in writing (email being sufficient), to allow the DISH Wireless Debtors to continue accessing the Premises for purposes of retrieving any of the Abandoned Property; *provided that*, in such case, the Rejection Date will be the date mutually agreed upon by the parties, or that is ordered by the Court. The rights of any Rejection Counterparty to assert claims for the disposition of the Abandoned Property are reserved, as are all parties' rights to object to such claims.
- g. ***Proofs of Claim.*** Claims arising out of the rejection of Covered Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these Chapter 11 Cases, and (ii) 5:00 p.m. prevailing Central Time on the date that is twenty-one (21) days after the latest of (A) the Rejection Date, (B) the date of filing of a Rejection Notice, and (C) the date of entry of an order rejecting the applicable Covered Contract, as applicable. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these Chapter 11 Cases.

2. Notwithstanding anything contained in this Order, and unless the parties agree otherwise, with respect to the Covered Contracts between any DISH Wireless Debtor and (i) SBA Telecommunications, LLC, SBA Sites, LLC, SBA Towers II LLC, SBA Towers, LLC, SBA Properties, LLC, SBA Towers V, LLC, SBA Towers VII, LLC, SBA Towers IV, LLC, SBA Towers VI, LLC, TV6 Holdings LLC, SBA Towers IX, LLC, SBA Structures, LLC, SBA Towers X, LLC, SBA Monarch Towers I, LLC, SBA Monarch Steel, LLC, SBA Monarch Towers III, LLC, SBA 2012 TC Assets, LLC, SBA Towers VIII, LLC, SBA GC Towers, LLC, SBA Infrastructure, LLC, SBA Towers III LLC, SBA Steel LLC, SBA Steel II, LLC, SBA Towers XI, LLC, and SBA BTS, LLC, and any other affiliates of SBA Communications Corporation (collectively, the "SBA Parties"), and (ii) Equity One (Southeast Portfolio) LLC (collectively, with the SBA Parties, the "Tower Parties"), the DISH Wireless Debtors are not authorized to access any Tower Parties' premises to collect any personal property pending resolution of the applicable Tower Parties' objection with respect to the Covered Contracts between any DISH Wireless Debtor and the Tower Parties.

3. Within five business days of the Court's entry of this Order, the DISH Wireless Debtors shall file the Rejection Notices relating to the Covered Contracts subject to the DISH Wireless Debtors' first voting estimation motion, as listed on the schedule to the proposed order filed at Dkt. No. 168-1.

4. Approval of the Rejection Procedures and this Order will not prevent the DISH Wireless Debtors from seeking to reject, assume, or assume and assign a contract by separate motion.

5. The DISH Wireless Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

6. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

7. To the extent applicable, the requirements of Bankruptcy Rule 6006(f)(6) are hereby waived.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6006 not otherwise waived pursuant to this Order.

9. Nothing in the Motion, this Order, any Rejection Notice, or any actions taken pursuant to the authority granted by this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the DISH Wireless Debtors or any liens satisfied pursuant to this Order, (ii) an agreement or obligation to pay any claims, (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (iv) a waiver of the DISH Wireless Debtors' or any appropriate party in interest's rights to dispute any claim, (v) a waiver or limitation of the DISH Wireless Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (vi) a waiver of the obligation of any party in interest to file a proof of claim, or (vii) an approval or assumption of any unexpired lease or executory contract under section 365 of the Bankruptcy Code.

10. Nothing in the Rejection Procedures, this Order, or any Rejection Notice shall limit or otherwise affect or be deemed or construed to limit or otherwise affect the ability of any DISH Wireless Debtor or any Rejection Counterparty (or any party in interest designated by the Debtor as a Rejection Counterparty) to assert that any Covered Contract expired, terminated, or was terminated prior to, on, or after the Petition Date such that the applicable Covered Contract is not an executory contract or unexpired lease (and that, as a result, neither the Rejection Notice nor this Order has any effect on the Covered Contract). All rights, claims, remedies and defenses of each

DISH Wireless Debtor and the Rejection Counterparties are preserved in all respects, including, without limitation, (a) any counterclaim, offset, recoupment, deduction (or other right, claim or defense) that may be asserted by a DISH Wireless Debtor with respect to a Rejection Counterparty's claim for damages arising from or related to the rejection of any Covered Contract or Abandoned Property, and (b) any administrative and/or unsecured claims that may be asserted by a Rejection Counterparty related to the rejection of any Covered Contract or Abandoned Property.

11. For the avoidance of doubt, inclusion of a Covered Contract in a Rejection Notice is not an admission or waiver by the DISH Wireless Debtors or any Rejection Counterparty and shall in no way impact such parties' ability to assert that a Covered Contract was terminated prior to the Petition Date. To the extent such Covered Contract is included in a Rejection Notice, such inclusion provides notice that the DISH Wireless Debtors are rejecting such Covered Contract as of the Proposed Rejection Date, to the extent such Covered Contract was not terminated prior to the Petition Date.

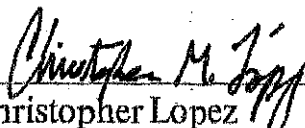
12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The DISH Wireless Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: July 14, 2026



Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

Approved Rejection Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

) Chapter 11

DISH DBS CORPORATION

) Case No. 26-90627 (CML)

DISH WIRELESS L.L.C., *et al.*,¹

) Debtors.

) (Jointly Administered)

) Re: Docket No. ____

NOTICE OF REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order on the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (the “DISH Wireless Debtors”), approving procedures for the rejection of executory contracts and unexpired leases, authorizing the DISH Wireless Debtors to abandon estate property, and granting related relief [Docket No. [●]] (the “Rejection Procedures Order”) attached hereto as Schedule 1.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Rejection Procedures Order and by this written notice (this “Rejection Notice”), the DISH Wireless Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Covered Contract set forth on Schedule 2 attached hereto is hereby rejected effective no later than (i) the Proposed Rejection Date as set forth on Schedule 2; (ii) such other date that is ordered by the Court, (iii) such other date as the DISH Wireless Debtors and the counterparty or counterparties to any such Covered Contract agree in writing (email being sufficient) or (iv) the filing date of this Rejection Notice (such date, the “Rejection Date”). For the avoidance of doubt, if the Proposed Rejection Date is determined to not be the Rejection Date, for any reason, the filing this Rejection Notice shall serve as the DISH Wireless Debtors’ notice to the Rejection Counterparty that the DISH Wireless Debtors have surrendered the Premises to the applicable Rejection Counterparty and, to

¹ The last four digits of DISH DBS Corporation’s and DISH Wireless L.L.C.’s respective tax identification numbers are 8967 and 6388. A complete list of each of the Debtors in these Chapter 11 Cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/DBS>. The location of the Debtors’ corporate headquarters and the Debtors’ service address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

the extent such party has not already done so, the Rejection Counterparty may take any steps necessary to take full dominion and control over the Premises.

PLEASE TAKE FURTHER NOTICE that parties objecting to the rejection must file a written objection so that such objection is filed with this Court on the docket of the Debtors' Chapter 11 Cases no later than fourteen (14) days after the date the DISH Wireless Debtors file and serve the relevant Rejection Notice. The DISH Wireless Debtors may, at their sole discretion, extend the period of time by which parties objecting to the rejection must file their written objections. To the extent a Rejection Counterparty objects to the Proposed Rejection Date, the parties may agree to revise such date to a mutually agreeable date, or if the parties cannot reach a resolution, such date shall be determined by the Court. If a Rejection Counterparty asserts that its Covered Contract has been terminated prior to the Petition Date, such Rejection Counterparty must file a timely objection stating the grounds for such assertion. Any Rejection Counterparty who wishes to discuss the Rejection Date or termination of a Covered Contract should contact the DISH Wireless Debtors by sending an email to Charles R. Koster (charles.koster@whitecase.com), Matthew Linder (mlinder@whitecase.com), Ronald Gorsich (rgorsich@whitecase.com), Doah Kim (doah.kim@whitecase.com), and Alonso Aquije (alonso.aquije@whitecase.com).

PLEASE TAKE FURTHER NOTICE that the inclusion of a Covered Contract in a Rejection Notice is not an admission or waiver by the DISH Wireless Debtors or any Rejection Counterparty and shall in no way impact such parties' ability to assert that a Covered Contract was terminated prior to the Petition Date. To the extent such Covered Contract is included in a Rejection Notice, such inclusion provides notice that the DISH Wireless Debtors are rejecting such Covered Contract as of the Proposed Rejection Date, to the extent such Covered Contract was not terminated prior to the Petition Date.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of each Covered Contract shall become effective on the Proposed Rejection Date set forth in Schedule 2,³ or such other date as the DISH Wireless Debtors and the counterparty or counterparties to such Covered Contract agree;⁴ *provided that*, if the Covered Contract is a lease of real property, the DISH Wireless Debtors shall submit the Rejection Order substantially in the form attached hereto as Schedule 3 to the Court under a certificate of no objection authorizing the rejection of each such lease listed in the applicable Rejection Notice to be rejected as of the Proposed Rejection Date.

³ Covered Contracts identified on this notice are listed by master agreement to the extent applicable. Each reference to a Covered Contract on this notice includes, to the extent applicable, any and all related site-level documentation and any and all amendments, amendments and restatements, addenda, schedules, exhibits, modifications, and any and all other related documentation.

⁴ An objection to the rejection of any particular Covered Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Covered Contract listed in this Rejection Notice must state with specificity the Covered Contract to which it is directed. For each particular Covered Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Rejection Procedures Order.

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Covered Contract is timely filed and not withdrawn or resolved, the DISH Wireless Debtors shall request the Court schedule a hearing on such objection. If such objection is overruled or withdrawn, such Covered Contract shall be rejected as of the Proposed Rejection Date set forth in Schedule 2, or such other date as the DISH Wireless Debtors and the Rejection Counterparty have agreed, or that is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any of the DISH Wireless Debtors' property remaining on the applicable Premises related to a rejected Covered Contract shall be deemed abandoned, as is, as of the Proposed Rejection Date pursuant to section 554 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to rejection of your Covered Contract or Covered Contracts, you must do so by the date that is on or before the later of (i) the deadline for filing proofs of claim established in these Chapter 11 Cases, and (ii) 5:00 p.m. prevailing Central Time on the date that is twenty-one (21) days after the latest of (A) the Rejection Date, (B) the date of filing of a Rejection Notice, and (C) the date of entry of an order rejecting the applicable Covered Contract, as applicable. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DISH WIRELESS DEBTORS AND THEIR ESTATES AND (2) PARTICIPATING IN ANY DISTRIBUTION IN THE DISH WIRELESS DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.**⁵

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⁵ All rights and defenses of the DISH Wireless Debtors are preserved, including all rights and defenses of such parties with respect to a claim for damages arising as a result of rejection of a Covered Contract, including that (i) the inclusion of a Covered Contract on this list does not constitute an admission as to the executory or non-executory nature of the Covered Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Covered Contract and (ii) the inclusion of a Covered Contract in this Rejection Notice is not an admission or waiver by the DISH Wireless Debtors and shall in no way impact the DISH Wireless Debtors' ability to assert that a Covered Contract was terminated prior to the Petition Date.

_____, 2026
Houston, Texas

/s/

WHITE & CASE LLP

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*Proposed Counsel to the Debtors and
Debtors in Possession*

Schedule 1

Rejection Procedures Order

Schedule 2

Rejected Contracts

Covered Contract Counterparty	Debtor	Description of Covered Contract¹	Abandoned Property (If Applicable)	Proposed Rejection Date (Effective Date of Rejection)

¹ Covered Contracts identified on this notice are listed by master agreement to the extent applicable. Each reference to a Covered Contract on this notice includes, to the extent applicable, any and all related site-level documentation and any and all amendments, amendments and restatements, addenda, schedules, exhibits, modifications, and any and all other related documentation. All rights and defenses of the DISH Wireless Debtors are preserved, including all rights and defenses of such parties with respect to a claim for damages arising as a result of rejection of a Covered Contract, including that (i) the inclusion of a Covered Contract on this list does not constitute an admission as to the executory or non-executory nature of the Covered Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Covered Contract and (ii) the inclusion of a Covered Contract in this Rejection Notice is not an admission or waiver by the DISH Wireless Debtors and shall in no way impact the DISH Wireless Debtors' ability to assert that a Covered Contract was terminated prior to the Petition Date.

Schedule 3

Proposed Lease Rejection Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

DISH DBS CORPORATION
DISH WIRELESS L.L.C., *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 26-90627 (CML)
)

)
) (Jointly Administered)
)

) Re: Docket No. ____
)

**ORDER (I) AUTHORIZING THE DISH WIRELESS DEBTORS TO REJECT
CERTAIN UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. [•]] (the “**Rejection Procedures Order**”)²; and it appearing that the *Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. [•]] (the “**Rejection Notice**”) satisfies the requirements set forth in the Rejection Procedures Order; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and entry of this order (the “**Order**”) being a core proceeding pursuant to 28 U.S.C. §157(b)(2); and the DISH Wireless Debtors having consented to the entry of a final order by this Court under Article III of the United States Constitution; and venue of this proceeding and the Rejection Notice in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that due, sufficient, and proper notice of the Rejection Notice was provided under the circumstances and in accordance with the Bankruptcy

¹ The last four digits of DISH DBS Corporation’s and DISH Wireless L.L.C.’s respective tax identification numbers are 8967 and 6388. A complete list of each of the Debtors in these Chapter 11 Cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/DBS>. The location of the Debtors’ corporate headquarters and the Debtors’ service address is 9601 S. Meridian Blvd., Englewood, Colorado 80112.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Rejection Procedures Order or the Rejection Notice, as applicable.

Rules and the Bankruptcy Local Rules, and it appearing that no other or further notice need be provided; and the relief requested in the Rejection Notice being in the best interests of the DISH Wireless Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Covered Contracts set forth in Exhibit 1 attached hereto are hereby rejected as of the Rejection Date, as set forth in Exhibit 1.

2. If any affected Rejection Counterparty to a Covered Contract asserts a claim against the DISH Wireless Debtors arising from the rejection of the Covered Contract, the counterparty must file a proof of claim on or before the later of (a) the deadline for filing proofs of claim established in these Chapter 11 Cases, and (b) 5:00 p.m. prevailing Central Time on the date that is twenty-one (21) days after the latest of (i) the Rejection Date, (ii) the date of filing of a Rejection Notice, and (iii) the date of entry of an order rejecting the applicable Covered Contract, as applicable. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these Chapter 11 Cases.

3. The DISH Wireless Debtors are authorized to abandon any property remaining on the leased Premises as of the Rejection Date. For the avoidance of doubt, any and all property located on the DISH Wireless Debtors' leased Premises on the Rejection Date of the applicable Covered Contract shall be deemed abandoned, as is, pursuant to section 554 of the Bankruptcy Code, effective as of the Proposed Rejection Date. The Rejection Counterparty may use or dispose of such abandoned property without further notice or liability to the Debtors or any third party. To

the extent applicable, the automatic stay is modified to permit such use or disposition, including but not limited to the transfers of title by the applicable Debtor(s).

4. The DISH Wireless Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

5. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

6. Nothing contained in this Order nor any action taken pursuant thereto, nor any payment made pursuant to the authority granted thereby, is intended to be or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a DISH Wireless Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the DISH Wireless Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) a release, waiver, or limitation of any claim or cause of action that the DISH Wireless Debtors have (or may have) against any creditor or interest holder; or (e) a release, waiver, or limitation of any of the DISH Wireless Debtors' or any Rejection Counterparties' rights under the Bankruptcy Code or any other applicable law.

7. Nothing in the Rejection Procedures, this Order, or any Rejection Notice shall limit or otherwise affect or be deemed or construed to limit or otherwise affect the ability of any DISH Wireless Debtor or any Rejection Counterparty (or any party in interest designated by the Debtor as a Rejection Counterparty) to assert that any Covered Contract expired, terminated, or was terminated prior to, on, or after the Petition Date such that the applicable Covered Contract is not an executory contract or unexpired lease (and that, as a result, neither the Rejection Notice nor this Order has any effect on the Covered Contract). All rights, claims, remedies, and defenses of each DISH Wireless Debtor and the Rejection Counterparties are preserved in all respects, including,

without limitation (a) any counterclaim, offset, recoupment, deduction (or other right, claim or defense) that may be asserted by a DISH Wireless Debtor with respect to a Rejection Counterparty's claim for damages arising from or related to the rejection of any Covered Contract or Abandoned Property, and (b) any administrative and/or unsecured claims that may be asserted by a Rejection Counterparty related to the rejection of any Covered Contracts or Abandoned Property. In addition, nothing in this Order or the Rejection Notice shall limit the DISH Wireless Debtors' ability to subsequently assert that any particular Covered Contract was terminated prior to the Petition Date and is no longer an executory contract or unexpired lease.

8. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Rejection Notice or order are immediately effective and enforceable upon its entry.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2026
Houston, Texas

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE