

September 17, 2010

Via Electronic Submission

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-A325
Washington, DC 20554

Marc S. Martin
D 202.778.9859
F 202.778.9100
marc.martin@klgates.com

Re: Notice of Ex Parte Communication

**WT Docket No. 02-55; ET Docket Nos. 00-258, 95-18;
New DBSD Satellite Services G.P., Debtor-in-Possession, Applications for
Transfer of Control of Earth Station Licenses and Authorizations, File
Nos. SES-T/C-20091211-01575, SES-T/C-20091211-1576, SAT-T/C-
0091211-00144.**

Dear Ms. Dortch:

Sprint Nextel Corporation (“Sprint Nextel”) hereby submits to the record yet another extension of the debtor-in-possession financing for New DSBD Satellite Services G.P., Debtor-In-Possession (with its debtor-affiliates, “DBSD”), with a new deadline of September 29, 2010.¹ DBSD has repeatedly cited its noteholders’ deadlines as a basis for the alleged urgency expressed in DBSD’s advocacy on behalf of its transfer of control applications.² As Sprint Nextel has noted previously, this deadline is a red herring, as it has been routinely extended, because DBSD’s lenders have every incentive to continue extending the deadline as required.³

¹ See Notice of Filing Amendment No. 6 to That Certain Secured Super-Priority Debtor-in-Possession Credit Agreement Dated As of January 8, 2010, In re DBSD North America, Inc., et al (Bankr. S.D.N.Y., filed Sept. 15, 2010), attached hereto.

² See, e.g., Letter from Peter A. Corea, DBSD, to Mindel De La Torre, Chief, International Bureau, Federal Communications Commission (May 27, 2010), at 3.

³ See Sprint Nextel Notice of *Ex Parte* Communication, WT Docket No. 02-55, ET Docket Nos. 00-258, 95-18; New DBSD Satellite Services G.P., Debtor-in-Possession, Applications for Transfer of Control of Earth Station Licenses and Authorizations, File Nos. SES-T/C-20091211-01575, SES-T/C-20091222-1576, SAT-T/C-0091211-00144 (Sept. 2, 2010) (“*Sprint Nextel September 2 Notice of Ex Parte Communication*”).

Ms. Marlene H. Dortch
September 17, 2010
Page 2

Pursuant to Section 1.1206 of the Commission's Rules, a copy of this letter is being filed electronically in the above-referenced dockets and electronic copies are being submitted to Commission staff listed below. If you have any questions, please feel free to contact me at (202) 778-9859.

Sincerely,

/s/ Marc S. Martin

Marc S. Martin

Counsel for Sprint Nextel Corporation

cc: Austin Schlick
Stewart Block
David Horowitz
Andrea Kearney
Sally Stone
Julie Veach
Gardner Foster
Karl Kensinger
Geraldine Matise
Jamison Prime
Nick Oros
Rick Kaplan
Jennifer Flynn
Robert Nelson
Julius Knapp
Bruce Romano
Paul Murray
John Leibovitz
Mindel DeLaTorre
Roderick Porter
Charles Mathias
John Giusti
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- and -

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Lauren M. Hawkins
KIRKLAND & ELLIS LLP
300 North LaSalle
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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
DBSD NORTH AMERICA, INC., <i>et al.</i> , ¹)	Case No. 09-13061 (REG)
)	
Debtors.)	Jointly Administered

**NOTICE OF FILING OF AMENDMENT NO. 6 TO
THAT CERTAIN SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT DATED AS OF JANUARY 8, 2010**

PLEASE TAKE NOTICE that on September 15, 2010, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed Amendment No. 6 to that certain Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of January 8, 2010 (the “**Amendment**”), attached hereto as **Exhibit A**, pursuant to paragraph 32 of the Final Order

1 The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: DBSD North America, Inc. (6404); 3421554 Canada Inc. (4288); DBSD Satellite Management, LLC (3242); DBSD Satellite North America Limited (6400); DBSD Satellite Services G.P. (0437); DBSD Satellite Services Limited (8189); DBSD Services Limited (0168); New DBSD Satellite Services G.P. (4044); and SSG UK Limited (6399). The service address for each of the Debtors is 11700 Plaza America Drive, Suite 1010, Reston, Virginia 20190.

(A) Authorizing the Debtors To Obtain Postpetition Financing on a Second Lien, Secured Super-Priority Basis and (B) Granting Related Relief [Docket No. 592].

PLEASE TAKE FURTHER NOTICE that you may obtain a copy of the Amendment: (a) from The Garden City Group, Inc., the Debtors' Claims and Solicitation Agent: (i) at its website at www.gardencitygroup.com/cases/dbsd; (ii) by writing to The Garden City Group, Inc., Attn: DBSD North America, Inc., 105 Maxess Road, Melville, New York 11747; (iii) by calling (888) 256-2603; or (iv) by emailing dbsdmail@gardencitygroup.com; or (b) for a fee via PACER at <https://ecf.nysb.uscourts.gov>.

New York, New York
Dated: September 15, 2010

/s/ Marc J. Carmel
James H.M. Sprayregen, P.C.
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
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- and -

Marc J. Carmel
Lauren M. Hawkins
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Facsimile: (312) 862-2200

Counsel to the Debtors
and Debtors in Possession

EXHIBIT A

AMENDMENT NO. 6

AMENDMENT NO. 6 dated as of September 14, 2010 between DBSD North America, Inc., a Delaware corporation (the "**Borrower**") as a debtor and a debtor-in-possession under Chapter 11 of the Bankruptcy Code, the "Subsidiary Guarantors" referred to on the signature pages hereto (individually, a "**Subsidiary Guarantor**" and, collectively, the "**Subsidiary Guarantors**" and, together with the Borrower, the "**Loan Parties**"), as debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code, the Lenders party hereto and NexBank, SSB, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Administrative Agent**").

The Borrower, the Subsidiary Guarantors, the Lenders, and the Administrative Agent, are parties to a Credit Agreement dated as of January 8, 2010 (as amended by Amendment No. 1 thereto dated as of March 4, 2010, Amendment No. 2 thereto dated as of June 23, 2010, Amendment No. 3 thereto dated as of July 30, 2010, Amendment No. 4 thereto dated as of August 13, 2010 and Amendment No. 5 thereto dated as of August 31, 2010 and as otherwise amended, modified and supplemented and in effect from time to time, the "**Credit Agreement**").

The Borrower, the Subsidiary Guarantors and the Lenders wish now to amend the Credit Agreement in certain respects, and accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment No. 6, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the execution and delivery of this Amendment No. 6 by each Loan Party, the Administrative Agent and each Lender, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. References Generally. References in the Credit Agreement (including references to the Credit Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Credit Agreement as amended hereby.

2.02. Definitions. Section 1.01 of the Credit Agreement shall be amended by amending the following definition:

"**Termination Date**" shall mean September 29, 2010.

Section 3. Representations and Warranties. Each Loan Party represents and warrants to the Lenders and the Administrative Agent, as to itself and each of its subsidiaries, that (a) the representations and warranties set forth in Article III (as hereby amended) of the Credit Agreement, and in each of the other Loan Documents, are true and correct in all material respects on the date hereof as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, such representation or warranty shall be true and correct in all material respects as of such specific date), and as if each reference in said Article III to "this Agreement" included reference to this Amendment No. 6 and (b) no Default or Event of Default has occurred and is continuing.

Section 4. Confirmation of Subsidiary Guarantees and Security Documents. Each Subsidiary Guarantor, by its execution of this Amendment No. 6, hereby consents to this Amendment No. 6 and confirms and ratifies that all of its obligations as a Subsidiary Guarantor under the Credit Agreement (including, without limitation, Article VII thereof) shall continue in full force and effect for the benefit of the Administrative Agent and the Lenders with respect to the Credit Agreement as amended

hereby. Each of the Loan Parties, by its execution of this Amendment No. 6, confirms that (a) all of its obligations and security interests granted by it under each of the Collateral Documents to which it is a party shall continue in full force and effect in favor of the Administrative Agent for the benefit of the Lenders and the Administrative Agent with respect to the Credit Agreement as amended hereby and (b) all references in each Collateral Document to the "Credit Agreement" (or words of similar import) refers to the Credit Agreement as amended hereby without impairing any such obligations or security interests in any respect.

Section 5. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 6 is a "Loan Document" for all purposes of the Credit Agreement. This Amendment No. 6 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 6 by signing any such counterpart. This Amendment No. 6 shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to Credit Agreement to be duly executed and delivered as of the day and year first above written.

DBSD NORTH AMERICA, INC.

By: 
Name: David Zufall
Title: SVP Network Systems

SUBSIDIARY GUARANTORS

DBSD SATELLITE MANAGEMENT, LLC

By: DBSD North America, Inc., its sole member

By: 
Name: David Zufall
Title: SVP Network Systems

EXECUTED AS A DEED FOR AND ON BEHALF
OF:

DBSD SATELLITE NORTH AMERICA LIMITED

By: 
Name: Stephen M. DeWees
Title: Director

In the presence of: 
Name of witness: Patricia A Lamm
Address of witness: c/o DBSD
11700 Plaza America Dr, Ste 1010
Reston VA 20190

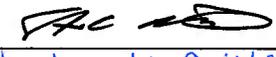
DBSD SATELLITE SERVICES G.P.

By: DBSD Services Limited, a general partner

By: 
Name: Stephen M. DeWees
Title: Director

NEW DBSD SATELLITE SERVICES G.P.

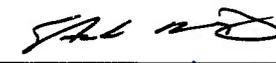
By: DBSD Satellite Services G.P., a general partner
By: DBSD Services Limited, a general partner

By: 
Name: Stephen M. DeWees
Title: Director

DBSD SATELLITE SERVICES LIMITED

By: 
Name: Stephen M. DeWees
Title: Director

DBSD SERVICES LIMITED

By: 
Name: Stephen M. DeWees
Title: Director

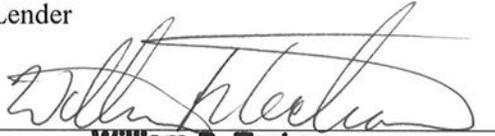
SSG UK LIMITED

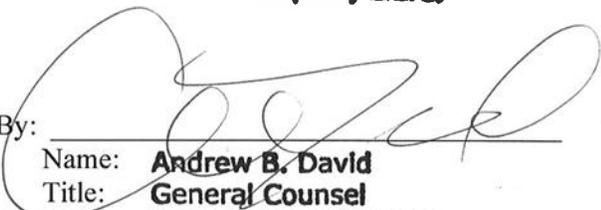
By: 
Name: Stephen M. DeWees
Title: Director

3421554 CANADA INC.

By: 
Name: Stephen M. DeWees
Title: Director

Aristeia Master, L.P.,
By: Aristeia Capital, L.L.C.,
its Investment Manager,
as a Lender

By: 
Name: **William R. Techar**
Title: **Member**
Aristeia Capital, L.L.C.

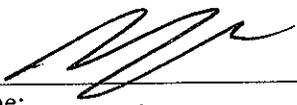
By: 
Name: **Andrew B. David**
Title: **General Counsel**
Aristeia Capital, L.L.C.

Amendment No. 6 to DIP Credit Agreement

Highland Credit Opportunities CDO Ltd
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner,
as a Lender

By: 
Name: **JASON POST**
Title: **OPERATIONS DIRECTOR**

Longhorn Credit Funding, LLC
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner,
as a Lender

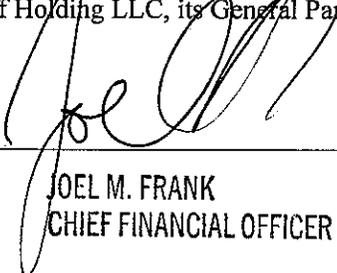
By: 
Name: **JASON POST**
Title: **OPERATIONS DIRECTOR**

Highland Offshore Partners, L.P.
By: Highland Capital Management, L.P.,
As Collateral Manager
By: Strand Advisors, Inc.,
Its General Partner,
as a Lender

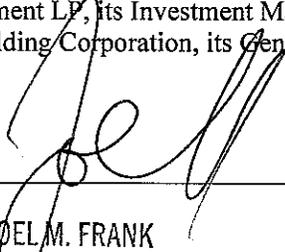
By: 
Name: **JASON POST**
Title: **OPERATIONS DIRECTOR**

Amendment No. 6 to DIP Credit Agreement

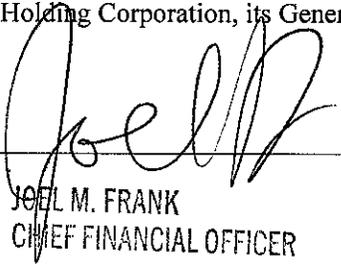
OZ Global Special Investments Master Fund, L.P.
By: OZ Advisors II LP, its General Partner
By: Och-Ziff Holding LLC, its General Partner,
as a Lender

By: 
Name: _____
Title: JOEL M. FRANK
CHIEF FINANCIAL OFFICER

OZ Master Fund, Ltd.
By: OZ Management LP, its Investment Manager
By: Och-Ziff Holding Corporation, its General Partner,
as a Lender

By: 
Name: _____
Title: JOEL M. FRANK
CHIEF FINANCIAL OFFICER

Goldman Sachs & Co. Profit Sharing Master Trust
By: OZ Management II LP, its investment manager
By: Och-Ziff Holding II LLC, its General Partner,
By: OZ Management LP, its Member
By: Och-Ziff Holding Corporation, its General Partner,
as a Lender

By: 
Name: _____
Title: JOEL M. FRANK
CHIEF FINANCIAL OFFICER

Gordel Holdings Limited
By: OZ Management LP, its Investment Manager
By: Och-Ziff Holding Corporation, its General Partner,
as a Lender

By: 
Name: _____
Title: JOEL M. FRANK
CHIEF FINANCIAL OFFICER

Amendment No. 6 to DIP Credit Agreement

Plainfield Special Situations Master Fund II Limited,
as a Lender

By: 
Name: Thomas X. Firtel
Title: Authorized Signatory

Plainfield OC Master Fund Limited,
as a Lender

By: 
Name: Thomas X. Firtel
Title: Authorized Signatory

Amendment No. 6 to DIP Credit Agreement

NEXBANK, SSB, as Administrative Agent

By: Jeff Scott.
Name: Jeff Scott
Title: VP Agency Services

Amendment No. 6 to DIP Credit Agreement