

Clearwire Corp /DE
Form SC TO-T/A
June 12, 2013

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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

(Rule 14d-100)

**Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934
(Amendment No. 2)**

CLEARWIRE CORPORATION

(Name of Subject Company (Issuer))

DISH ACQUISITION HOLDING CORPORATION

a wholly-owned subsidiary of

DISH NETWORK CORPORATION

(Names of Filing Persons (Offerors))

Class A Common Stock, par value \$0.0001 per Share

(Title of Class of Securities)

18538Q105

(CUSIP Number of Class of Securities)

R. Stanton Dodge

Executive Vice President, General Counsel and Secretary

DISH Network Corporation

9601 S. Meridian Boulevard

Englewood, Colorado 80112

(303) 723-1000

(Name, address and telephone number of person authorized to receive notices and communications on behalf of the filing person)

with copies to:

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Scott D. Miller
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
(212) 558-4000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$6,612,497,976	\$901,944.72

* Estimated for purposes of calculating the filing fee only. The transaction value was calculated by multiplying (a) \$4.40 the tender offer price, by (b) the sum of (i) 699,173,175, the number of issued and outstanding shares of Class A common stock of Clearwire Corporation, (ii) 3,250,605 shares of Class A common stock of Clearwire Corporation issuable upon the vesting and exercise of issued and outstanding stock options, (iii) 26,683,997 shares of Class A common stock of Clearwire Corporation issuable upon vesting of issued and outstanding RSUs and (iv) 773,732,672 shares of Class A common stock of Clearwire Corporation reserved for issuance upon exchange of Class B common stock of Clearwire Corporation. The foregoing figures are as of March 1, 2013 and April 23, 2013.

** The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Fee Rate Advisory No. 1 for fiscal year 2013 issued by the Securities and Exchange Commission on August 31, 2012, by multiplying the transaction valuation by .00013640.

☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$901,944.72 Filing Party: DISH Acquisition Holding Corporation
Form or Registration No. Schedule TO Date Filed: May 30, 2013

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☐ third-party tender offer subject to Rule 14d-1.
- ☐ issuer tender offer subject to Rule 13e-4.
- ☐ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- ☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer).

☐

Rule 14d-1(d) (Cross-Border Third-Party Tender Offer).

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This Amendment No. 2 to the Tender Offer Statement on Schedule TO amends and supplements the Tender Offer Statement on Schedule TO filed with the Securities and Exchange Commission on May 30, 2013 (together with any amendments and supplements thereto, the "Schedule TO") by DISH Acquisition Holding Corporation, a Delaware corporation ("Purchaser") and a wholly-owned subsidiary of DISH Network Corporation, a Nevada corporation ("DISH"). The Schedule TO relates to the offer by Purchaser to purchase all outstanding shares of Class A common stock, par value \$0.0001 per share, of Clearwire Corporation, a Delaware corporation, at a purchase price of \$4.40 per share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase dated May 30, 2013 (the "Offer to Purchase") and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

All capitalized terms used in the Amendment No. 2 and not otherwise defined have the respective meanings ascribed to them in the Schedule TO.

Item 1.

- (1)

The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "12:00 midnight, New York City time, at the end of June 28, 2013, unless the Offer (as defined below) is extended," on page 5 of the Offer to Purchase with the following:

"12:00 midnight, New York City time, at the end of July 2, 2013, unless the Offer (as defined below) is extended"
- (2)

The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "If all of the conditions to the Offer other than the Minimum Condition have not been satisfied (but remain capable of being satisfied) as of the Expiration Date, we will continue to extend the Offer until December 31, 2013 (the "Outside Date"); provided that," on page 5 of the Offer to Purchase with the following:

"If one or more conditions to the Offer have not been satisfied (but remain capable of being satisfied) as of the Expiration Date, we will continue to extend the Offer until December 31, 2013 (the "Outside Date"); provided that (i) in the event all of the conditions to the Offer other than the Minimum Condition have been satisfied, Purchaser shall not be obligated to extend the Offer; and (ii) the obligation to extend shall only apply if"
- (3)

The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "and (2) the requisite vote of the holders of the outstanding shares of Common Stock approving the Sprint Merger Agreement has not been obtained," on page 5 of the Offer to Purchase with the following:

", (2) the requisite vote of the holders of the outstanding shares of Common Stock approving the Sprint Merger Agreement has not been obtained, (3) the IRA Execution Condition shall have been satisfied and (4) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement shall have been validly terminated"
- (4)

The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "Purchaser is a corporation incorporated under the laws of the State of Delaware for the purpose of making the Offer and thereafter consummating the

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transactions (the "Transactions") contemplated in the Transaction Agreements," on page 6 of the Offer to Purchase with the following:

"Purchaser is a corporation incorporated under the laws of the State of Delaware for the purpose of making the Offer and thereafter consummating the transactions (the "Transactions") contemplated in the Investor Rights Agreement"

(5)

The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the bulleted item "there being validly tendered in accordance with the terms of the Offer and not withdrawn prior to the Expiration Date (as defined below) a number of Shares that represents more than 25% of the Voting Power (as defined below) on a fully diluted basis as of the Expiration Date," on page 8 of the Offer to Purchase with the following:

"there being validly tendered in accordance with the terms of the Offer and not withdrawn prior to the Expiration Date (as defined below) a number of Shares that represents more than 25% of the Voting Power (as defined herein) on a fully diluted basis (including without limitation Shares issuable on exercise of convertible and exchangeable securities or in respect of RSUs and unvested stock options granted to employees) as of the Expiration Date, inclusive of Shares underlying any convertible or exchangeable securities beneficially owned by DISH and Shares beneficially owned by DISH in each case as of the Expiration Date"

(6)

The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the bulleted item "the Note Purchase Agreement (the "Note Agreement"), among Clearwire, Clearwire Communications, Clearwire Finance, Inc. and Purchaser and the Investor Rights Agreement (the "Investor Rights Agreement"), between Purchaser and Clearwire and together with the Note Agreement, the "Transaction Agreements", each substantially in the form attached here as Exhibits A and B, respectively, having been duly executed and delivered by the parties thereto," on page 8 of the Offer to Purchase with the following:

"the IRA Execution Condition having been satisfied"

(7)

The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the bulleted item "both the Sprint Merger Agreement and the Note Purchase Agreement, dated as of December 17, 2012 and amended as of January 31, 2013 and February 26, 2013, among Sprint, Clearwire Communications and Clearwire Finance, Inc. (as amended, the "Sprint Note Purchase Agreement") having been validly terminated in accordance with their terms; and," on page 8 of the Offer to Purchase with the following:

"both the Sprint Merger Agreement and the Sprint Note Purchase Agreement having been validly terminated; and"

(8)

The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to add after the sentence "The Offer is also subject to other customary conditions, including conditions similar to certain conditions set forth in the Sprint Merger Agreement," on page 8 of the Offer to Purchase the following sentences:

"The Offer is not conditioned on the absence of any litigation or injunction to the Investor Rights Agreement (other than any such litigation, injunction or other impediment relating to the due execution and delivery of the Investor Rights Agreement by Clearwire) or Clearwire's performance of its obligations thereunder. For the avoidance of doubt, nothing in the

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preceding sentence shall limit (i) the condition relating to the due execution and delivery of the Investor Rights Agreement by Clearwire and (ii) Purchaser's right to seek remedies under the Investor Rights Agreement."

- (9) The Offer to Purchase and Items 4 and 8 of the Schedule TO, to the extent such items incorporate by reference the information contained in the Offer to Purchase, are hereby amended and supplemented by inserting the following sentence on page 8.

"Purchaser and DISH and their respective affiliates currently own an amount of 8.25% Exchangeable Notes due 2040 issued by Clearwire that, if exchanged for Shares, would represent approximately 1.5% of the total Voting Power of all Clearwire Common Stock."

- (10) The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "DISH expects to fund such cash requirements from its available cash on hand and/or from a new credit facility entered into in order to finance the Offer and the funding contemplated by the Note Agreement," on pages 8 to 9 of the Offer to Purchase with the following:

"DISH expects to fund such cash requirements from its available cash on hand and/or from a new credit facility entered into in order to finance the Offer and the funding contemplated by the Note Purchase Agreement (the "Note Agreement"), among Clearwire, Clearwire Communications, LLC ("Clearwire Communications"), Clearwire Finance, Inc., which is attached as Exhibit A hereto"

- (11) The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "You will be able to tender your Shares into the Offer until 12:00 midnight, New York City time, at the end of June 28, 2013 (the "Expiration Date," unless we extend the Offer pursuant to and in accordance with the terms herein, in which event "Expiration Date" will mean the latest time and date at which the Offer, as so extended by us, will expire)," on page 9 of the Offer to Purchase with the following:

"You will be able to tender your Shares into the Offer until 12:00 midnight, New York City time, at the end of July 2, 2013 (the "Expiration Date," unless we extend the Offer pursuant to and in accordance with the terms herein, in which event "Expiration Date" will mean the latest time and date at which the Offer, as so extended by us, will expire)"

- (12) The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "If all of the conditions to the Offer other than the Minimum Condition have not been satisfied (but remain capable of being satisfied) as of the Expiration Date, we will continue to extend the Offer until the Outside Date; provided that," on page 9 of the Offer to Purchase with the following:

"If one or more conditions to the Offer have not been satisfied (but remain capable of being satisfied) as of the Expiration Date, we will continue to extend the Offer until the Outside Date; provided that (i) in the event all of the conditions to the Offer other than the Minimum Condition have been satisfied, Purchaser shall not be obligated to extend the Offer; and (ii) the obligation to extend shall only apply if"

- (13) The Offer to Purchase and Item 1 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "and (2) the requisite vote of the holders of the outstanding

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shares of Common Stock approving the Sprint Merger Agreement has not been obtained," on page 9 of the Offer to Purchase with the following:

", (2) the requisite vote of the holders of the outstanding shares of Common Stock approving the Sprint Merger Agreement has not been obtained, (3) the IRA Execution Condition shall have been satisfied and (4) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement shall have been validly terminated"

Item 4.

(1)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF JUNE 28, 2013, UNLESS THE OFFER IS EXTENDED," on page 1 of the Offer to Purchase with the following:

"THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF JULY 2, 2013, UNLESS THE OFFER IS EXTENDED"

(2)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(i) there being validly tendered in accordance with the terms of the Offer and not withdrawn prior to 12:00 midnight, New York City time, at the end of June 28, 2013 (the "Expiration Date," unless the Offer is extended pursuant to and in accordance with the terms herein, in which event "Expiration Date" will mean the latest time and date at which the Offer, as so extended, will expire) a number of Shares that represents more than 25% of the Voting Power (as defined herein) on a fully diluted basis as of the Expiration Date," on page 1 of the Offer to Purchase with the following:

"(i) there being validly tendered in accordance with the terms of the Offer and not withdrawn prior to 12:00 midnight, New York City time, at the end of July 2, 2013 (the "Expiration Date," unless the Offer is extended pursuant to and in accordance with the terms herein, in which event "Expiration Date" will mean the latest time and date at which the Offer, as so extended, will expire) a number of Shares that represents more than 25% of the Voting Power (as defined herein) on a fully diluted basis (including without limitation Shares issuable on exercise of convertible and exchangeable securities or in respect of RSUs and unvested stock options granted to employees) as of the Expiration Date, inclusive of Shares underlying any convertible or exchangeable securities and Shares beneficially owned by DISH in each case as of the Expiration Date"

(3)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(ii) the waiting period (and any extension thereof) applicable to the consummation of the Offer under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or been terminated," on page 1 of the Offer to Purchase with the following:

"(ii) the waiting period (and any extension thereof) applicable to the consummation of the Offer under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or been terminated (the "HSR Condition")"

(4)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(iv) the Note Purchase Agreement (the "Note Agreement"),

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among Clearwire, Clearwire Communications, LLC ("Clearwire Communications"), Clearwire Finance, Inc. and Purchaser and the Investor Rights Agreement (the "Investor Rights Agreement" and together with the Note Agreement, and the other agreements contemplated therein, the "Transaction Agreements") between Purchaser and Clearwire, each in the form attached here as Exhibits A and B, respectively, having been duly executed and delivered by the parties thereto," on page 1 of the Offer to Purchase with the following:

"(iv) the Investor Rights Agreement (the "Investor Rights Agreement") between Purchaser and Clearwire, in substantially the form attached hereto as Exhibit B, having been duly executed and delivered by Clearwire (the "IRA Execution Condition")"

(5)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(v) both the Agreement and Plan of Merger, dated as of December 17, 2012, as amended, among Sprint Nextel Corporation ("Sprint"), Collie Acquisition Corp. and Clearwire (as amended, the "Sprint Merger Agreement") and the Note Purchase Agreement, dated as of December 17, 2012, as amended, among Sprint, Clearwire Communications and Clearwire Finance, Inc. (as amended, the "Sprint Note Purchase Agreement") having been validly terminated in accordance with their terms," on pages 1 to 2 of the Offer to Purchase with the following:

"(v) both the Agreement and Plan of Merger, dated as of December 17, 2012, as amended, among Sprint Nextel Corporation ("Sprint"), Collie Acquisition Corp. and Clearwire (as amended, the "Sprint Merger Agreement") and the Note Purchase Agreement, dated as of December 17, 2012, as amended, among Sprint, Clearwire Communications and Clearwire Finance, Inc. (as amended, the "Sprint Note Purchase Agreement") having been validly terminated"

(6)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to add after the sentence "The Offer is also subject to other customary conditions, including conditions similar to certain conditions set forth in the Sprint Merger Agreement," on page 2 of the Offer to Purchase the following sentences:

"The Offer is not conditioned on the absence of any litigation or injunction challenging the Investor Rights Agreement (other than any such litigation, injunction or other impediment relating to the due execution and delivery of the Investor Rights Agreement by Clearwire) or Clearwire's performance of its obligations thereunder. For the avoidance of doubt, nothing in the preceding sentence shall limit (i) the condition relating to the due execution and delivery of the Investor Rights Agreement by Clearwire and (ii) Purchaser's right to seek remedies for any breach or nonperformance of the Investor Rights Agreement."

(7)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "If all of the conditions to the Offer other than the Minimum Condition have not been satisfied (but remain capable of being satisfied) as of the Expiration Date, we will continue to extend the Offer until the Outside Date; provided that," on page 14 of the Offer to Purchase with the following:

"If one or more conditions to the Offer have not been satisfied (but remain capable of being satisfied) as of the Expiration Date, we will continue to extend the Offer until the Outside Date; provided that (i) in the event all of the conditions to the Offer other than the Minimum Condition have been satisfied, Purchaser shall not be obligated to extend the Offer; and (ii) the obligation to extend shall only apply if"

- (8) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "and (2) the requisite vote of the holders of the outstanding shares of Common Stock approving the Sprint Merger Agreement has not been obtained," on page 14 of the Offer to Purchase with the following:
- ", (2) the requisite vote of the holders of the outstanding shares of Common Stock approving the Sprint Merger Agreement has not been obtained, (3) the IRA Execution Condition shall have been satisfied and (4) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement shall have been validly terminated (collectively, the "Extension Prerequisite")"
- (9) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to add at the end of the second paragraph on page 14 of the Offer to Purchase the following sentence:
- "If the Extension Prerequisite is satisfied and all of the conditions to the Offer other than the Minimum Condition have been satisfied, but the HSR Condition was satisfied less than five Business Days prior to the Expiration Date, then Purchaser shall extend the Offer to a date that is at least five business days after the date on which the HSR Condition was satisfied."
- (10) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(ii) the waiting period (and any extension thereof) applicable to the consummation of the Offer under the HSR Act having expired or been terminated," on page 15 of the Offer to Purchase with the following:
- "(ii) the HSR Condition having been satisfied"
- (11) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(iv) the Transaction Agreements (each in the form attached hereto as Exhibits A and B) having been duly executed and delivered by the parties thereto," on page 15 of the Offer to Purchase with the following:
- "(iv) the IRA Execution Condition having been satisfied"
- (12) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(v) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement having been validly terminated in accordance with their terms," on page 15 of the Offer to Purchase with the following:
- "(v) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement having been validly terminated"
- (13) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "If the Minimum Condition and the other conditions to the Offer are satisfied and Purchaser accepts for payment and pays for Shares tendered into the Offer, DISH will become entitled to certain governance rights, including the ability to cause Clearwire's nominating committee to nominate for election to the Clearwire Board a number of qualified

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directors selected by DISH that correspond to DISH's ownership percentage but in any event a minimum of three directors," on page 15 of the Offer to Purchase with the following:

"If the Minimum Condition and the other conditions to the Offer are satisfied and Purchaser accepts for payment and pays for Shares tendered into the Offer, DISH will become entitled to certain governance rights, including the ability to cause Clearwire to nominate for election to the Clearwire Board a number of qualified directors selected by DISH that correspond to DISH's ownership percentage but in any event a minimum of three directors"

- (14) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(ii) the waiting period (and any extension thereof) applicable to the consummation of the Offer under the HSR Act having expired or been terminated," on page 16 of the Offer to Purchase with the following:

"(ii) the HSR Condition having been satisfied"

- (15) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(iv) the Transaction Agreements (each in the form attached hereto as Exhibits A and B) having been duly executed and delivered by the parties thereto," on page 16 of the Offer to Purchase with the following:

"(iv) the IRA Execution Condition having been satisfied"

- (16) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(v) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement having been validly terminated in accordance with their terms," on page 16 of the Offer to Purchase with the following:

"(v) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement having been validly terminated"

- (17) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to add at the end of the last paragraph on page 16 of the Offer to Purchase the following sentence:

"If the Extension Prerequisite is satisfied and all of the conditions to the Offer other than the Minimum Condition have been satisfied, but the HSR Condition was satisfied less than five Business Days prior to the Expiration Date, then Purchaser shall extend the Offer to a date that is at least five business days after the date on which the HSR Condition was satisfied."

- (18) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "We will request that Clearwire provide Purchaser with Clearwire's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares," on page 18 of the Offer to Purchase with the following:

"We have requested that Clearwire provide Purchaser with Clearwire's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares"

- (19) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "Purchaser has minimal assets and liabilities other than the

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contractual rights and obligations as set forth herein and in the Transaction Agreements," on page 28 of the Offer to Purchase with the following:

"Purchaser has minimal assets and liabilities other than the contractual rights and obligations as set forth herein and in the Investor Rights Agreement"

(20)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the paragraph "As a condition to the Offer, we would enter into the Transaction Agreements concurrently with or prior to the consummation of this Offer. It is a condition to the Offer that DISH and Clearwire enter into a definitive Note Agreement and Investor Rights Agreement. The following summary descriptions of the Note Agreement and the Investor Rights Agreement in the forms being proposed by DISH are qualified in their entirety by reference to the form of each agreement, which are attached as Exhibits A and B hereto," on pages 34 to 35 of the Offer to Purchase with the following:

"As a condition to the Offer, we would enter into the Investor Rights Agreement concurrently with or prior to the consummation of this Offer. It is a condition to the Offer that Clearwire duly executes and delivers a definitive Investor Rights Agreement. The following summary description of the Investor Rights Agreement in the form being proposed by DISH is qualified in its entirety by reference to the form of the agreement, which is attached as Exhibit B hereto. The Note Agreement summarized below will be made available to Clearwire Communications and Clearwire Finance, Inc. to replace the Sprint Note Purchase Agreement if the Sprint Note Purchase Agreement is terminated, but the execution of the Note Agreement is not a condition to the Offer."

(21)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "Upon the execution of the Note Agreement, Note Purchaser would be entitled to receive a commitment fee equal to 2% of the aggregate commitment amount, payable in additional notes (PIK)," on page 35 of the Offer to Purchase with the following:

"Upon the execution of the Note Agreement, Note Purchaser would be entitled to receive a commitment fee under the terms of the Note Agreement, payable in cash"

(22)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to add after the bulleted item "has received an officer's certificate from each Clearwire Party stating that all representations and warranties are true and correct," on page 37 of the Offer to Purchase the following bulleted item:

"has been satisfied that Issuers have executed the Note Agreement within five (5) business days of the termination of the Sprint Note Purchase Agreement; and"

(23)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to add at the end of the paragraph under the heading "Other Covenants" on page 39 of the Offer to Purchase the following sentence:

"Clearwire and its subsidiaries will also be prohibited from seeking alternative equity financing without Note Purchaser's prior written approval."

(24)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the paragraph "So long as Purchaser has not sold or transferred Shares

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such that its percentage interest in Clearwire is less than 50% of the Shares owned by Purchaser on the effective date of the Investor Rights Agreement (i.e., immediately following completion of this Offer), Clearwire shall cause the Clearwire Board's Nominating Committee ("Nominating Committee") to nominate for election to the Clearwire Board at each annual or special meeting of the stockholders of Clearwire at which directors are to be elected, a number of Purchaser designees necessary to ensure that the number of Purchaser designees elected to the Clearwire Board immediately thereafter would equal the product of (i) Purchaser's percentage interest as of a specified date prior to such stockholders' meeting and (ii) 13, rounded down to the nearest whole number; provided, that Purchaser shall be entitled to designate not less than three designees to the Clearwire Board upon closing of the Offer. Purchaser shall furnish a list of the Purchaser designees to Clearwire as of a specified date prior to such stockholders' meeting. In furtherance of the foregoing, four Clearwire directors will submit resignations at the time of the signing of the Transaction Agreements, each conditioned upon the closing of the Offer. All of the Purchaser designees shall be independent directors (as defined by NASDAQ Listing Rule 5605(a)(2)), and Purchaser shall not nominate a person if, in Purchaser's reasonable judgment, that person may not serve on the Clearwire Board without violating any applicable law, including any applicable antitrust law," on page 40 of the Offer to Purchase with the following:

"So long as Purchaser has a percentage interest in Clearwire of 10% or more on the effective date of the Investor Rights Agreement (i.e., at the closing of this Offer), Purchaser shall be entitled to nominate a number of Directors to Clearwire's Board that is equal to the greater of (i) three directors, and (ii) a number of Purchaser designees necessary to ensure that the number of Purchaser designees appointed to the Board pursuant to this sentence would equal the product of (x) Purchaser's percentage interest in Clearwire following the payment for Shares accepted for payment in this Offer, and (y) 13, rounded down to the nearest whole number. Clearwire will appoint the Purchaser designees required by the immediately preceding sentence with effect as of the effective date of the Investor Rights Agreement. So long as Purchaser has not transferred Shares as a result of which its percentage interest in Clearwire is less than 5%, Clearwire will nominate for election to the Board at each annual or special meeting of the stockholders of Clearwire at which directors are to be elected, a number of Purchaser designees necessary to ensure that the number of Purchaser designees elected to the Board immediately thereafter would equal the product of (i) Purchaser's percentage interest in Clearwire determined 30 days prior to such stockholders' meeting and (ii) 13, rounded down to the nearest whole number. Purchaser shall furnish a list of the Purchaser designees to Clearwire as of a specified date prior to such stockholders' meeting. In furtherance of the foregoing, three Clearwire directors will submit resignations at the time of the signing of the Investor Rights Agreement, which resignations shall be effective as of the effective date of the Investor Rights Agreement provided that Purchaser has a percentage interest in Clearwire of 10% or more as of the effective date of the Investor Rights Agreement. All of the Purchaser designees shall be independent directors (as defined by NASDAQ Listing Rule 5605(a)(2))."

(25)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the bulleted item "At each annual or special meeting of the Clearwire stockholders at which directors are to be elected, Clearwire will include in the slate of nominees recommended by the Clearwire Board and in Clearwire's proxy statement or notice of such meeting all Purchaser designees nominated by the Nominating Committee and will use its

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reasonable best efforts to cause the election of each of those Purchaser designees to the Clearwire Board," on page 40 of the Offer to Purchase with the following:

"At each annual or special meeting of the Clearwire stockholders at which directors are to be elected, Clearwire will include in the slate of nominees recommended by the Clearwire Board and in Clearwire's proxy statement or notice of such meeting all Purchaser designees nominated by Clearwire and will cause the election of each of those Purchaser designees to the Clearwire Board"

(26)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the bulleted item "Upon the written request of Purchaser, but only upon such written request, Clearwire will use its reasonable best efforts to take or cause to be taken all actions necessary to remove any Purchaser designee designated by Purchaser for removal, and to elect any replacement Purchaser designee," on page 41 of the Offer to Purchase with the following:

"Upon the written request of Purchaser, but only upon such written request, Clearwire will use its reasonable best efforts to take or cause to be taken all actions necessary to remove any Purchaser designee designated by Purchaser for removal, and to appoint any replacement Purchaser designee"

(27)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to add after the bulleted item "Clearwire will compensate each Purchaser designee who is not an employee of Clearwire or any of its subsidiaries in the same manner and to the same extent as it compensates its other non-employee directors and will reimburse each Purchaser designee for reasonable out-of-pocket expenses incurred by such Purchaser designee for the purpose of attending meetings of the Clearwire Board or its committees to the same extent provided to other non-employee directors" on page 41 of the Offer to Purchase the following bulleted items:

"None of the Nominating Committee, Clearwire nor the Board shall be under any obligation to appoint, nominate or recommend any Purchaser designee if such Purchaser designee would not be an independent director (for so long as required pursuant to the Clearwire Equityholders' Agreement) or would otherwise violate applicable Antitrust Laws (as such term is defined in the Investor Rights Agreement), and in such case Clearwire shall provide Purchaser with a reasonable opportunity to designate a replacement for such Purchaser designee.

Clearwire shall take any and all steps necessary to enforce the Clearwire Equityholders' Agreement in the event of any breach, whether actual, threatened or anticipated. In the event that enforcement of the Equityholders' Agreement implicates any rights of Purchaser under the Investor Rights Agreement or any other Transaction Agreement, the Company shall consult with Purchaser with respect to any material decision in respect of the conduct of such litigation and shall not take any material action with respect thereto without Purchaser's prior written consent (which shall, other than with respect to any settlement of any such litigation, not be unreasonably withheld)."

(28)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the paragraph "So long as Purchaser has a right to designate members to the Clearwire Board as specified above, Clearwire will cause Purchaser designees representing an

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equivalent proportion of Purchaser's designees represented on the Clearwire Board to serve on the Nominating Committee," on page 41 of the Offer to Purchase with the following:

"So long as Purchaser has a right to designate members to the Clearwire Board as specified above, Clearwire will appoint to the Clearwire Board's Nominating Committee ("Nominating Committee") a number of Purchaser designees representing the lesser of (i) an equivalent proportion of Purchaser's designees represented on the Clearwire Board and (ii) the number of seats available on the Nominating Committee after giving effect to the provisions of the Clearwire Equityholders' Agreement; provided that so long as Purchaser has a right to designate members to the Clearwire Board as specified above, at least one Purchaser Designee shall serve on the Nominating Committee."

(29)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the bulleted item "Clearwire will have 120 days after the expiration of Consideration Period to consummate the sale of any New Securities with respect to which Purchaser's preemptive rights were not exercised, at or above the price and on terms not more favorable, in the aggregate, to the purchasers of the New Securities than the terms specified in the notice provided to Purchaser," on page 42 of the Offer to Purchase with the following:

"Clearwire will have 180 days after the expiration of Consideration Period to consummate the sale of any New Securities with respect to which Purchaser's preemptive rights were not exercised, at or above the price and on terms not more favorable, in the aggregate, to the purchasers of the New Securities than the terms specified in the notice provided to Purchaser"

(30)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the bulleted item "securities issued (other than to any applicable party to the Clearwire Equityholders' Agreement or any of its affiliates) in transactions involving technology licensing, research or development activities, the use or acquisition of strategic assets, properties or rights, or the distribution, manufacture or marketing of Clearwire's products, as long as the securities are issued directly in a transaction approved by the Clearwire Board and the issuance of the securities is not for financing purposes; and," on page 42 of the Offer to Purchase with the following bulleted items:

"securities issued (other than to any applicable party to the Clearwire Equityholders' Agreement or any of its affiliates) in transactions involving technology licensing, research or development activities, the use or acquisition of strategic assets, properties or rights, or the distribution, manufacture or marketing of Clearwire's products, as long as the securities are issued directly in a transaction approved by the Clearwire Board and the issuance of the securities is not for financing purposes;

securities issued in connection with the acquisition of another business entity or business segment of another entity by Clearwire or any subsidiary of Clearwire, or in connection with the acquisition of 2.5 GHz Spectrum by Clearwire or any subsidiary of Clearwire;

securities issued in connection with any recapitalization event of Clearwire approved by its Board; and"

(31)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "The Investor Rights Agreement will terminate when Purchaser has sold Clearwire equity securities such that Purchaser owns less than 5% of the

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outstanding Voting Power of all Clearwire voting securities," on page 43 of the Offer to Purchase with the following:

"The Investor Rights Agreement will terminate when Purchaser has sold Clearwire equity securities such that Purchaser no longer owns Clearwire equity securities equal to at least 50% of the Clearwire equity securities owned by Purchaser on the effective date of the Investor Rights Agreement"

(32)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the paragraph "In furtherance of the governance rights to be granted to Purchaser pursuant to the Investor Rights Agreement, Clearwire shall take any necessary or appropriate steps to enforce the Clearwire Equityholders' Agreement in the event of any breach, whether actual, threatened or anticipated, including by diligently litigating a matter to final non-appealable judgment in cooperation with Purchaser. To the extent Clearwire is unable at any time to deliver any of the governance rights granted to Purchaser in the Investor Rights Agreement, Purchaser will be entitled to seek any appropriate remedies, including specific performance and, if specific performance is unavailable or delayed, monetary damages for such failure," on page 43 of the Offer to Purchase with the following:

"In furtherance of the governance rights to be granted to Purchaser pursuant to the Investor Rights Agreement, Clearwire shall take any necessary steps to enforce the Clearwire Equityholders' Agreement in the event of any breach, whether actual, threatened or anticipated, including by diligently litigating a matter to final non-appealable judgment in cooperation with Purchaser. To the extent Clearwire does not perform any of its covenants or agreements in the Investor Rights Agreement in accordance with their respective terms, Purchaser will be entitled to seek any appropriate remedies, including specific performance and, if specific performance is unavailable or delayed, monetary damages for such failure."

(33)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the sentence "Pursuant to agreements contemplated to be entered into with Clearwire, if DISH holds more than 10% of the outstanding Clearwire share capital, DISH will be contractually entitled to certain governance rights, including the ability to cause Clearwire's nominating committee to nominate for election to the Clearwire Board, subject to compliance with applicable law and the terms of Clearwire's Equityholders' Agreement, a number of qualified directors selected by DISH that correspond to DISH's ownership percentage," on page 43 of the Offer to Purchase with the following:

"Pursuant to agreements contemplated to be entered into with Clearwire, if DISH holds more than 10% of the outstanding Clearwire share capital, DISH will be contractually entitled to certain governance rights, including the ability to cause Clearwire to nominate for election to the Clearwire Board, subject to compliance with applicable law and the terms of Clearwire's Equityholders' Agreement, a number of qualified directors selected by DISH that correspond to DISH's ownership percentage"

(34)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(i) there are validly tendered in accordance with the terms of the Offer and not withdrawn prior to the Expiration Date a number of Shares that represents

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more than 25% of the Voting Power on a fully diluted basis as of the Expiration Date (the "Minimum Condition")," on page 45 of the Offer to Purchase with the following:

"(i) there are validly tendered in accordance with the terms of the Offer and not withdrawn prior to the Expiration Date a number of Shares that represents more than 25% of the Voting Power (as defined herein) on a fully diluted basis (including without limitation Shares issuable on exercise of convertible and exchangeable securities or in respect of RSUs and unvested stock options granted to employees) as of the Expiration Date, inclusive of Shares underlying any convertible or exchangeable securities and Shares beneficially owned by DISH in each case as of the Expiration Date (the "Minimum Condition")"

(35)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(ii) the waiting period (and any extension thereof) applicable to the consummation of the Offer under the HSR Act has expired or been terminated," on page 45 of the Offer to Purchase with the following:

"(ii) the HSR Condition has been satisfied"

(36)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(iv) the Transaction Agreements (each in the form attached hereto as Exhibits A and B) have been duly executed and delivered by the parties thereto," on page 45 of the Offer to Purchase with the following:

"(iv) the IRA Execution Condition has been satisfied"

(37)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(v) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement shall have been validly terminated in accordance with their terms," on page 45 of the Offer to Purchase with the following:

"(v) both the Sprint Merger Agreement and the Sprint Note Purchase Agreement shall have been validly terminated"

(38)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to add at the end of the first paragraph under the heading "15. Conditions to the Offer" on page 45 of the Offer to Purchase the following sentences:

"The Offer is not conditioned on the absence of any litigation or injunction challenging the Investor Rights Agreement (other than any such litigation, injunction or other impediment relating to the due execution and delivery of the Investor Rights Agreement by Clearwire) or Clearwire's performance of its obligations thereunder. For the avoidance of doubt, nothing in the preceding sentence shall limit (i) the condition relating to the due execution and delivery of the Investor Rights Agreement by Clearwire and (ii) Purchaser's right to seek remedies for any breach or nonperformance of the Investor Rights Agreement."

(39)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clauses "(i) Clearwire's public disclosures with respect to its capitalization (including those made in the merger agreement for the Sprint merger transaction in the form filed with the SEC) are untrue or incorrect in any material respect and (ii) any of the

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following events has occurred or is continuing at the then scheduled Expiration Date," on page 45 of the Offer to Purchase with the following:

"(i) Clearwire's public disclosures with respect to its capitalization (including those made in the merger agreement for the Sprint merger transaction in the form filed with the SEC) are untrue or incorrect in any material respect, (ii) Clearwire shall have entered into any spectrum lease, license, permit or similar authorization with Sprint, or other agreement transferring ownership, management or control of any spectrum license or lease to Sprint; or (iii) any of the following events has occurred or is continuing at the then scheduled Expiration Date'

(40)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the bulleted item "a temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction preventing the consummation of the Offer shall be in effect or any proceeding brought by a governmental entity seeking any of the foregoing shall be pending; and there shall be any action taken, or any statute, rule, regulation or order (whether temporary, preliminary or permanent) enacted, entered or enforced, which makes the consummation of the Offer illegal or prevents or prohibits the Offer," on page 46 of the Offer to Purchase with the following:

"a temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction preventing the consummation of the Offer shall be in effect or any proceeding brought by a governmental entity seeking any of the foregoing shall be pending; and there shall be any action taken, or any statute, rule, regulation or order (whether temporary, preliminary or permanent) enacted, entered or enforced by any governmental entity or court of competent jurisdiction, which makes the consummation of the Offer illegal or prevents or prohibits the Offer"

(41)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(a) any change in the market price or trading volume of the Shares after the date of this Offer or the failure of Clearwire to meet projections or forecasts (except this clause (a) does not exclude any underlying circumstance, change, event, fact, development or effect that may have caused such change in market price or failure to meet projections or forecasts)," on page 46 of the Offer to Purchase with the following:

"(a) any change in the market price or trading volume of the Shares after the date of this Offer or the failure of Clearwire to meet projections or forecasts (except that this clause (a) does not exclude any underlying circumstance, change, event, fact, development or effect that may have caused such change in market price or failure to meet projections or forecasts)"

(42)

The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(b) the issuance by Clearwire's auditors of any going-concern qualification to an audit opinion with respect to Clearwire's financial statements (except this clause (b) does not exclude any change, development, event, fact, circumstance or other matter that may have caused such going-concern qualification)," on page 46 of the Offer to Purchase with the following:

"(b) the issuance by Clearwire's auditors of any going-concern qualification to an audit opinion with respect to Clearwire's financial statements (except that this clause (b) does not exclude any change, development, event, fact, circumstance or other matter that may have caused such going-concern qualification)"

- (43) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(h) changes relating to the availability to Clearwire of its net operating loss and other tax attributes and/or carry forwards, other than such changes resulting from a failure of representations and warranties comparable to the representations and warranties set forth in Section 2.15 of the Sprint Merger Agreement to be true, correct and complete or resulting from a breach of a covenant comparable to the covenant set forth in Section 4.1(s) of the Sprint Merger Agreement; or," on page 47 of the Offer to Purchase with the following:

"(h) changes relating to the availability to Clearwire of its net operating loss and other tax attributes and/or carry forwards; or"

- (44) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(i) the taking of any action or failure to take any action (x) at the request or with the consent of DISH or (y) as required by this Offer, any of the Transaction Agreements or the other agreements contemplated thereby, including the completion of the transactions contemplated hereby and thereby," on page 47 of the Offer to Purchase with the following:

"(i) the taking of any action or failure to take any action (x) at the request or with the consent of DISH or (y) as required by this Offer, the Investor Rights Agreement or the other agreements contemplated thereby, including the completion of the transactions contemplated hereby and thereby"

- (45) The Offer to Purchase and Item 4 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the clause "(k) any legal proceeding commenced against Clearwire or any of its subsidiaries or any of their respective officers or directors arising out of or relating to this Offer, any of the Transaction Agreements or the other agreements contemplated thereby," on page 47 of the Offer to Purchase with the following:

"(k) any legal proceeding commenced against Clearwire or any of its subsidiaries or any of their respective officers or directors to the extent that it (x) arises out of or relates to this Offer, the Investor Rights Agreement or the other agreements contemplated thereby or (y) alleges that Clearwire's interactions with DISH, its recommendation of the Offer or its due execution and delivery of the Investor Rights Agreement constitute breaches of the Sprint Merger Agreement or the Equityholders' Agreement"

Item 11.

- (1) The Offer to Purchase and Item 11 of the Schedule TO, to the extent such item incorporates by reference the information contained in the Offer to Purchase, are hereby amended and supplemented to replace the paragraph "DISH intends to file on May 30, 2013 a Premerger Notification and Report Form with the FTC and the Antitrust Division for review in connection with the Offer. If filed on May 30, 2013, the initial waiting period applicable to the purchase of Shares pursuant to the Offer would expire at 11:59 p.m., New York City time, on June 14, 2013," on page 49 of the Offer to Purchase with the following:

"DISH filed on May 30, 2013 a Premerger Notification and Report Form with the FTC and the Antitrust Division for review in connection with the Offer, pursuant to which filing the initial waiting period applicable to the purchase of Shares pursuant to the Offer would expire at 11:59 p.m., New York City time, on June 14, 2013."

Item 12.

- (1) Item 12 of the Schedule TO is hereby amended and supplemented by adding the following text thereto:
 - (a)(1)(x) Press Release issued by DISH Network Corporation on June 12, 2013.
- (2) Exhibit A, "Form of Note Purchase Agreement" to the Offer to Purchase is replaced in its entirety with the following:

**FORM OF
NOTE PURCHASE AGREEMENT**

dated as of [], 2013

among

CLEARWIRE CORPORATION

and

CLEARWIRE COMMUNICATIONS, LLC

and CLEARWIRE FINANCE, INC.,

as Issuers,

and

DISH ACQUISITION HOLDING CORPORATION,

as Purchaser

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