
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

**(Rule 13d-101. Information to be Included in Statements Filed Pursuant to § 240.13d-1(a) and
Amendments Thereto Filed Pursuant to § 240.13d-2(a))**

**Under the Securities Exchange Act of 1934
(Amendment No.)***

TerreStar Corporation

(Name of Issuer)

COMMON STOCK, \$0.01 PAR VALUE PER SHARE
(Title of Class of Securities)

881451108
(CUSIP Number)

R. Stanton Dodge
Executive Vice President, General Counsel and Secretary
EchoStar Corporation
90 Inverness Circle E.
Englewood, Colorado 80112
(303) 706-4000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 9, 2008

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the Notes).

CUSIP No. 881451108

1	NAME OF REPORTING PERSON EchoStar Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Nevada		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 39,180,172 (1)
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 39,180,172 (1)
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY THE REPORTING PERSON 39,180,172 (1)		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.1% (2)		
14	TYPE OF REPORTING PERSON CO		

(1) Includes 9,180,172 shares of Common Stock issuable upon exchange of the 6.5% Senior Exchangeable PIK Notes due 2014 of TerreStar Networks Inc. held by EchoStar Corporation.

(2) Based on 120,977,073 shares of Common Stock outstanding and 9,180,172 shares of Common Stock issuable upon exchange of the 6.5% Senior Exchangeable PIK Notes due 2014 of TerreStar Networks Inc. held by EchoStar Corporation. The number of outstanding shares of Common Stock is based on the 90,977,073 shares that TerreStar Corporation ("TerreStar") reported as outstanding on May 2, 2008 and the 30,000,000 shares of Common Stock that TerreStar issued on June 10, 2008 as reported on TerreStar's Form 8-K dated June 11, 2008.

CUSIP No. 881451108

1	NAME OF REPORTING PERSON Charles W. Ergen		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 39,180,172 (1)
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 39,180,172 (1)
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY THE REPORTING PERSON 39,180,172 (1)		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.1% (2)		
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(2) Based on 120,977,073 shares of Common Stock outstanding on June 10, 2008 and 9,180,172 shares of Common Stock issuable upon exchange of the 6.5% Senior Exchangeable PIK Notes due 2014 of TerreStar Networks Inc. held by EchoStar Corporation. The number of outstanding shares of Common Stock is based on the 90,977,073 shares that TerreStar reported as outstanding on May 2, 2008 and the 30,000,000 shares of Common Stock that TerreStar issued on June 10, 2008 as reported on TerreStar's Form 8-K dated June 11, 2008.

ITEM 1. Security and Issuer

This statement on Schedule 13D relates to shares of Common Stock (the “Shares”), par value \$0.01 per share of TerreStar Corporation (“TerreStar”). The principal executive offices of TerreStar are located at 12010 Sunset Hills Road, 9th Floor, Reston, VA 20190.

ITEM 2. Identity and Background

(a) This statement is being filed by Charles W. Ergen and EchoStar Corporation (“EchoStar”). The directors of EchoStar are Michael T. Dugan, Charles W. Ergen, Steven R. Goodbarn, David K. Moskowitz, Tom A. Ortolf, C. Michael Schroeder and Carl E. Vogel. The executive officers of EchoStar are Charles W. Ergen, Chairman and Chief Executive Officer; R. Stanton Dodge, Executive Vice President, General Counsel and Secretary; Bernard L. Han, Executive Vice President and Chief Financial Officer; Mark W. Jackson, President; Dean Olmstead, President — Fixed Satellite Services; and Steven B. Schaver, President — EchoStar International Corporation.

(b) The principal address of Mr. Ergen, EchoStar and each of EchoStar’s directors and executive officers is 90 Inverness Circle E., Englewood, Colorado 80112.

(c) Mr. Ergen’s principal occupation is Chairman, President and Chief Executive Officer of Dish Network Corporation and Chairman and Chief Executive Officer of EchoStar. EchoStar’s principal business is to design, develop and distribute set-top boxes and related equipment and provide fixed satellite transmission services. Mr. Dugan’s principal occupation is Senior Technical Advisor of EchoStar. Mr. Goodbarn’s principal occupation is Director, Chief Executive Officer and President of Secure64 Software Corporation, a company he co-founded. Mr. Moskowitz’s principal occupation is Senior Advisor to DISH Network Corporation. Mr. Ortolf’s principal occupation is President of Colorado Meadowlark Corp., a privately held investment management firm. Mr. Schroeder’s principal occupation is Director of EchoStar. Mr. Vogel’s principal occupation is advisor to EchoStar and Vice Chairman of DISH Network Corporation. Mr. Dodge’s principal occupation is Executive Vice President, General Counsel and Secretary of DISH Network Corporation and EchoStar. Mr. Han’s principal occupation is Executive Vice President and Chief Financial Officer of DISH Network Corporation and EchoStar. Mr. Jackson’s principal occupation is President of EchoStar. Mr. Olmstead’s principal occupation is President — Fixed Satellite Services of EchoStar. Mr. Schaver’s principal occupation is President — EchoStar International Corporation.

(d) Neither Mr. Ergen, EchoStar nor any of the directors or executive officers of EchoStar have, during the last five years, been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) Neither Mr. Ergen, EchoStar nor any of the directors or executive officers of EchoStar have, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which proceeding been subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of Mr. Ergen and the other executive officers and directors of EchoStar is a citizen of the United States. EchoStar is a corporation organized under the laws of the State of Nevada.

ITEM 3. Source and Amount of Funds or Other Consideration

On February 7, 2008, EchoStar completed several transactions under a Master Investment Agreement, dated as of February 5, 2008 (the “Master Investment Agreement”) between EchoStar on the one hand, and TerreStar and TerreStar Networks Inc. (“TerreStar Networks”) on the other hand. Under the Master Investment Agreement, EchoStar acquired, among other things, \$50 million in aggregate principal amount of TerreStar Networks’ 6.5% Senior Exchangeable Paid-in-Kind Notes due June 15, 2014 (the “Exchangeable Notes”). The Exchangeable Notes were issued pursuant to an Indenture dated as of February 7, 2008 among TerreStar, TerreStar Networks, certain guarantor subsidiaries of TerreStar Networks and U.S. Bank National Association, as trustee (the “Exchangeable Note Indenture”). The Exchangeable Notes are exchangeable for Shares, based on an exchange ratio of 179.4 Shares (subject to adjustment upon the occurrence of certain events) per \$1,000 of Exchangeable Notes, following effectiveness of TerreStar stockholder approval. The TerreStar stockholder approval became

effective on June 9, 2008. The Exchangeable Notes will bear interest at 6.5% per annum, with such interest being payable in additional Exchangeable Notes through March 2011.

On February 5, 2008, EchoStar entered into a Spectrum Agreement (the "Spectrum Agreement") with TerreStar and TerreStar Networks, which provided for the lease to TerreStar of EchoStar's holdings of 1.4 GHz spectrum along with an option for TerreStar to acquire the company through which EchoStar holds these licenses in exchange for the issuance of 30 million Shares. On June 10, 2008, TerreStar completed the acquisition of the company under the Spectrum Agreement and issued 30 million Shares to EchoStar.

No borrowed funds were used to purchase the Shares.

All of the descriptions set forth in this Schedule 13D, are qualified in their entirety by reference to copies of the Exchangeable Note Indenture, the Master Investment Agreement and the Spectrum Agreement, which are included as exhibits hereto.

ITEM 4. Purpose of Transaction

The reporting persons have acquired the Shares for investment. Other than as expressly set forth below, the reporting persons are not aware of any plans or proposals which they may have which relate to or would result in:

- (a) the acquisition by any person of additional securities of TerreStar, or the disposition of securities of TerreStar;
- (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation of securities of TerreStar or any of its subsidiaries;
- (c) a sale or transfer of a material amount of assets of TerreStar or any of its subsidiaries;
- (d) any change in the present board of directors or management of TerreStar, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) any material change in the present capitalization or dividend policy of TerreStar;
- (f) any material change in TerreStar's business or corporate structure;
- (g) changes in TerreStar's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of TerreStar by any person;
- (h) causing a class of securities of TerreStar to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) a class of equity securities of TerreStar becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or
- (j) any action similar to any of the foregoing.

As disclosed in response to Item 3 above, on February 5, 2008 and February 7, 2008, EchoStar entered into certain definitive agreements with TerreStar (as more specifically described below) to provide financing to and for the benefit of TerreStar, and to purchase securities of TerreStar.

Under the Master Investment Agreement, EchoStar purchased (i) \$50,000,000 aggregate principal amount of Exchangeable Notes issued pursuant to the Exchangeable Note Indenture, (ii) \$50,000,000 aggregate principal amount of TerreStar Networks' 15% Senior Secured Paid-in-Kind Notes due February 15, 2014 (the "Secured Notes") and (iii) one share of TerreStar's Series C Preferred Stock (the "Series C Preferred"). The Secured Notes acquired by EchoStar were issued under TerreStar Networks' existing Indenture, as amended (the "Secured Note Indenture"), dated as of February 14, 2007, with U.S. Bank National Association, as trustee. The Exchangeable Notes are guaranteed by TerreStar License Inc. and TerreStar National Services, Inc. and are due on June 15, 2014. TerreStar Networks has an obligation to repurchase the Exchangeable Notes and the Secured Notes under certain circumstances, including upon the occurrence of a change of control of TerreStar Networks or certain other subsidiaries thereof. Subject to TerreStar stockholder approval, the principal and any accrued and unpaid interest on the Exchangeable Notes held by EchoStar will be exchangeable for Shares based on an exchange ratio of 179.4 Shares (subject to adjustment upon the occurrence of certain events) per \$1,000 of Exchangeable Notes. As of June 9, 2008, 9,180,172 Shares would be issuable upon exchange of the Exchangeable Notes held by EchoStar.

As long as EchoStar owns at least 10% of the outstanding Shares (on a fully-diluted basis), the Series C Preferred provides EchoStar with the right to nominate two persons to the Board of Directors of TerreStar, and consent rights with respect to the following: (i) any sale of 10% or more of the assets of TerreStar or any subsidiary of TerreStar other than the equity interests of SkyTerra Communications, Inc.; (ii) the consummation of any merger, consolidation, recapitalization, liquidation, or dissolution of TerreStar or any subsidiary of TerreStar; (iii) the amendment of the certificate of incorporation, by-laws, or other organizational documents of TerreStar or any subsidiary of TerreStar; (iv) the redemption or repurchase of any equity securities of TerreStar, except for the redemption of any shares of Series A Cumulative Convertible Preferred Stock and the Series B Cumulative Convertible Preferred Stock or pursuant to any compensatory plan or arrangement, in each case solely in accordance with the terms thereof; (v) any material change in the line of business of TerreStar; (vi) the acquisition of any asset or assets in one or more transactions with a value in excess of \$5,000,000; (vii) any capital expenditure in excess of \$5,000,000 not contemplated by the annual budget of TerreStar which budget was approved by the Board of Directors of TerreStar; (viii) the appointment of any new officers, executives or other key employees of TerreStar; or (ix) any increase in the size of the TerreStar Board of Directors above eight, except for any increase resulting from the election of additional directors by Series A Cumulative Convertible Preferred Stock and the Series B Cumulative Convertible Preferred Stock in accordance with the terms thereof. If EchoStar owns less than 10% but greater than 5% of the outstanding Shares (on a fully diluted basis), then the Series C Preferred provides EchoStar the right to nominate one person to the Board of Directors of TerreStar, and no consent rights with respect to such transactions. Only EchoStar or any affiliate thereof may own the Series C Preferred. A full description of the terms of the Series C Preferred is set forth in the Certificate of Designations of the Series E Junior Participating Preferred Stock, Series C Preferred Stock and Series D Preferred Stock of TerreStar (the "Certificate of Designations").

On June 10, 2008, pursuant to the Spectrum Agreement, TerreStar exercised its option to acquire from EchoStar the company through which EchoStar held certain licenses to use the 1.4 GHz spectrum, in exchange for the issuance by TerreStar of 30 million Shares.

Under a Registration Rights Agreement, dated February 5, 2008 (the "Registration Rights Agreement"), TerreStar is required to file shelf registration statements in respect of the Shares issued pursuant to the Spectrum Agreement and issuable upon exchange of the Exchangeable Notes.

In connection with the foregoing transactions, each of TerreStar and TerreStar Networks granted EchoStar a right of first offer under a Right of First Offer Agreement, dated February 5, 2008 (the "Right of First Offer Agreement"), among EchoStar, TerreStar and TerreStar Networks. Pursuant thereto, TerreStar and/or TerreStar Networks (as applicable) must first offer to EchoStar the right to purchase a proportionate amount (based on the Exchangeable Notes held by EchoStar as compared to another group of holders of the Exchangeable Notes) of any securities of TerreStar or TerreStar Networks, as applicable, to be issued, sold or otherwise transferred, subject to certain exclusions (including, among other exclusions, securities issued as dividends paid in kind or upon conversion or exchange of convertible or exchangeable securities) prior to offering, selling or transferring such securities to other potential purchasers.

EchoStar also entered into a senior secured Purchase Money Credit Agreement in the principal amount of up to \$100,000,000, among TerreStar Networks, U.S. Bank National Association, as collateral agent (the "Collateral Agent"), and Harbinger Capital Partners Master Fund I, Ltd. and Harbinger Capital Partners Special Situations Fund LP (collectively, "Harbinger"), pursuant to which EchoStar will provide TerreStar Networks a purchase money secured loan of up to \$50,000,000 for purposes of paying certain satellite construction costs (the "Loan"). Pursuant to a Security Agreement from TerreStar Networks in favor of the Collateral Agent dated February 5, 2008 (the "Security Agreement"), TerreStar Networks granted a security interest to the Collateral Agent in certain of TerreStar Networks' assets financed by the proceeds of the Loan, including, among other things, the satellite and related raw materials, work-in-progress, and finished goods.

All of the descriptions set forth in this Schedule 13D, are qualified in their entirety by reference to copies of the Exchangeable Note Indenture, the Secured Note Indenture (including supplemental indentures thereto), the Master Investment Agreement, the Spectrum Agreement, the Registration Rights Agreement, the Right of First Offer Agreement, the Purchase Money Credit Agreement and the Certificate of Designations, which are included as exhibits hereto.

ITEM 5. Interest in Securities of the Issuer.

(a) Including 9,180,172 Shares issuable upon exchange of the Exchangeable Notes, each of EchoStar and Mr. Ergen beneficially own, or own securities convertible into or exercisable for, 39,180,172 Shares, representing 30.1% of the outstanding Shares after giving effect to conversion and exercise of all derivative securities held by EchoStar and Mr. Ergen. The percentages reported in this Schedule 13D are based upon 120,977,073 Shares outstanding and 9,180,172 Shares issuable upon exchange of the Exchangeable Notes held by EchoStar as of June 9, 2008. The number of Shares outstanding is based on the 90,977,073 shares that the Company reported as outstanding on May 2, 2008 and the 30,000,000 shares of Common Stock that the Company issued on June 10, 2008 as reported on the Company's Form 8-K dated June 11, 2008. Mr. Ergen is not the registered holder of any Shares or securities convertible into or exercisable for Shares; however, Mr. Ergen beneficially owns approximately 50.0% of EchoStar's total equity securities and possesses approximately 80.0% of the total voting power of EchoStar, and as such, may be deemed to be a beneficial owner of Shares, and securities convertible into or exercisable for Shares, held by EchoStar. None of the other executive officers or directors of EchoStar beneficially own, or own securities convertible into or exchangeable for, Shares.

(b) Sole power to vote or direct the vote: 39,180,172 Shares

Shared power to vote or direct the vote: 0 Shares

Sole power to dispose or to direct the disposition: 39,180,172 Shares

Shared power to dispose or direct the disposition: 0 Shares

(c) As discussed above, (i) on June 9, 2008, Exchangeable Notes held by EchoStar became exchangeable for 9,180,172 Shares based on an exchange ratio of 179.4 Shares per \$1,000 of Exchangeable Notes, and (ii) on June 10, 2008, TerreStar issued to EchoStar 30,000,000 Shares pursuant to the Spectrum Agreement in exchange for all of EchoStar's equity interests in the company through which EchoStar held certain licenses to use the 1.4 GHz spectrum.

(d) Not applicable.

(e) Not applicable.

ITEM 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Neither Mr. Ergen, EchoStar nor any of the other executive officers or directors of EchoStar are parties to any contracts, arrangements, understandings or relationships, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies nor are any of the securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities.

Item 7. Material to be Filed as Exhibits.

Exhibit Number	Description
99.1	Master Investment Agreement, dated as of February 5, 2008, by and among TerreStar, TerreStar Networks and EchoStar (incorporated by reference to Exhibit 10.1 of the Form 8-K filed by TerreStar on February 8, 2008)
99.2	Indenture, dated as of February 14, 2007, by and among TerreStar Networks, U.S. Bank National Association and the guarantors party thereto, related to TerreStar Networks' 15% Senior Secured PIK Notes due 2014 (incorporated by reference to Exhibit 10.1 of the Form 8-K filed by TerreStar on February 14, 2007)

Exhibit Number	Description
99.3	First Supplemental Indenture, dated as of February 7, 2008, by and among TerreStar Networks, U.S. Bank National Association and the guarantors party thereto, related to TerreStar Networks' 15% Senior Secured PIK Notes due 2014 (incorporated by reference to Exhibit 4.2 of the Form 8-K filed by TerreStar on February 8, 2008)
99.4	Second Supplemental Indenture, dated as of February 7, 2008, by and among TerreStar Networks, U.S. Bank National Association and the guarantors party thereto, related to TerreStar Networks' 15% Senior Secured PIK Notes due 2014 (incorporated by reference to Exhibit 4.3 of the Form 8-K filed by TerreStar on February 8, 2008)
99.5	Indenture, dated as of February 7, 2008, by and among TerreStar, TerreStar Networks, U.S. Bank National Association and the guarantors party thereto, related to TerreStar Networks' 6.5% Senior Exchangeable PIK Notes due 2014 (incorporated by reference to Exhibit 4.4 of the Form 8-K filed by TerreStar on February 8, 2008)
99.6	Spectrum Agreement, dated as of February 5, 2008, by and among TerreStar, TerreStar Networks and EchoStar (incorporated by reference to Exhibit 10.4 of the Form 8-K filed by TerreStar on February 8, 2008)
99.7	Registration Rights Agreement, dated as of February 5, 2008, by and among TerreStar, EchoStar, Harbinger and the investors listed therein (incorporated by reference to Exhibit 4.5 of the Form 8-K filed by TerreStar on February 8, 2008)
99.8	Right of First Offer Agreement, dated as of February 5, 2008, by and among TerreStar, TerreStar Networks and EchoStar
99.9	Certificate of Designations of the Series E Junior Participating Preferred Stock, Series C Preferred Stock and Series D Preferred Stock of TerreStar, filed as of February 7, 2008
99.10	Purchase Money Credit Agreement, dated February 5, 2008, among TerreStar Networks, the Collateral Agent, Harbinger and EchoStar (incorporated by reference to Exhibit 4.1 of the Form 8-K filed by TerreStar on February 8, 2008)
99.11	Joint Filing Agreement, dated June 19, 2008, by and between Charles W. Ergen and EchoStar Corporation

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

CHARLES W. ERGEN

Dated: June 19, 2008

/s/ Charles W. Ergen

Charles W. Ergen

ECHOSTAR CORPORATION

Dated: June 19, 2008

By: /s/ Charles W. Ergen

Name: Charles W. Ergen

Title: Chairman and Chief Executive Officer

**Attention: Intentional misstatements or omissions of fact
constitute Federal criminal violations (See 18 U.S.C. 1001)**

RIGHT OF FIRST OFFER AGREEMENT

February 5, 2008

This Right of First Offer Agreement is made and entered into by and between TerreStar Corporation, a Delaware corporation (the "Parent"), TerreStar Networks Inc., a Delaware corporation (the "Company") and EchoStar Corporation, a Nevada corporation ("EchoStar") pursuant to the Master Investment Agreement, dated as of February 5, 2008, by and among Parent, the Company and EchoStar (the "Master Investment Agreement").

As an inducement to EchoStar to enter into the Master Investment Agreement and in satisfaction of a condition to the obligations of EchoStar thereunder, each of Parent and the Company agrees with EchoStar as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

"Agreement" means this Right of First Offer Agreement.

The "Company" has the meaning assigned to such term in the preamble to this Agreement.

"Company Excluded Securities" means (i) equity securities issued as dividends payable in kind, (ii) securities issued as interest payable-in-kind, (iii) equity securities issued in connection with a stock split or reclassification, (iv) securities issued as direct consideration in connection with a bona fide acquisition of another corporation or entity by the Company (or a wholly-owned subsidiary thereof) by consolidation, merger, purchase of all or substantially all of the assets of such other corporation or entity or 50% or more of the equity ownership of such other entity, or other similar transaction, not resulting in the holders of voting common stock of the Company owning less than 50% of the voting securities of the Company or the entity resulting from such transaction; provided that such transaction or series of transactions has been approved by the Board of Directors of the Company and such transaction is not being done in breach of any approval rights of EchoStar, (v) shares of Company Common Stock issuable upon conversion or exercise of any options, warrants or other rights to purchase Company Common Stock outstanding as of the date hereof or approved by the Board of Directors of the Company after the date hereof, and (vi) Company Common Stock (or options, warrants or rights therefor) issuable to employees, officers, directors, contractors, consultants or advisors of the Company (or any subsidiary) pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other similar arrangements in each case for other than primarily equity financing purposes, as approved by the Board of Directors of the Company.

"EchoStar" has the meaning assigned to such term in the preamble to this Agreement.

The “EchoStar Proportionate Number” is, at any given time and with respect to a particular Offering, the product of (i) a number equal to (A) the aggregate principal amount of Exchangeable Notes held by EchoStar and its affiliates at such time, divided by (B) the aggregate principal amount of all Exchangeable Notes held by EchoStar, Harbinger and their respective affiliates and (ii) the total amount of securities proposed to be sold, issued or otherwise transferred in such Offering; provided, however, that the number referred to in clause (i)(B) above shall include those Exchangeable Notes held by Harbinger only if Harbinger and its affiliates, at the time of the relevant Right of First Offer Notice, hold at least 50% of the aggregate principal amount of the Exchangeable Notes initially purchased by Harbinger pursuant to the terms of the Master Investment Agreement between Parent, the Company and Harbinger.

“Harbinger”: Harbinger Capital Partners Master Fund I, Ltd. and Harbinger Capital Partners Special Situations Fund, L.P.

“Master Investment Agreement” has the meaning assigned to such term in the preamble to this Agreement.

“Offering” has the meaning assigned to such term in Section 2.01 of this Agreement.

“Parent” has the meaning assigned to such term in the preamble to this Agreement.

“Parent Excluded Securities” means (i) equity securities issued as dividends payable in kind, (ii) securities issued as interest payable-in-kind, (iii) equity securities issued in connection with a stock split or reclassification, (iii) securities issued as direct consideration in connection with a bona fide acquisition of another corporation or entity by Parent (or a wholly-owned subsidiary thereof) by consolidation, merger, purchase of all or substantially all of the assets of such other corporation or entity or 50% or more of the equity ownership of such other entity, or other similar transaction, not resulting in the holders of voting common stock of Parent owning less than 50% of the voting securities of Parent or the entity resulting from such transaction; provided that such transaction or series of transactions has been approved by the Board of Directors of Parent and such transaction is not being done in breach of any approval rights of EchoStar, (iv) shares of Parent Common Stock issuable upon conversion or exercise of any options, warrants or other rights to purchase Parent Common Stock outstanding as of the date hereof or approved by the Board of Directors of Parent after the date hereof, and (vi) Parent Common Stock (or options, warrants or rights therefor) to employees, officers, directors, contractors, consultants or advisors of the Company (or any subsidiary) pursuant to incentive agreements, stock purchase or stock option plans, stock bonuses or awards, warrants, contracts or other similar arrangements in each case for other than primarily equity financing purposes, as approved by the Board of Directors of Parent.

“Right of First Offer Notice” has the meaning assigned to such term in Section 2.01 of this Agreement.

Section 1.02 Other Terms. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Master Investment Agreement.

ARTICLE II
LIMITED PREEMPTIVE RIGHTS

Section 2.01 Right of First Offer. In the event that either the Company or Parent proposes to sell, issue or otherwise transfer any equity or debt securities (other than Company Excluded Securities and Parent Excluded Securities) of the Company or Parent (each such transaction, an “Offering”), it shall provide EchoStar written notice (the “Right of First Offer Notice”) of such Offering, specifying the proposed price (it being understood that the form of consideration shall be cash or tangible assets only) and the material terms upon which the Company or Parent proposes to sell, issue or otherwise transfer the same. Any such Right of First Offer Notice shall contain, as applicable, the term, maturity, amortization, interest rate and payment terms (including cash and Paid-in-Kind components, as applicable), fees, discount, equity component, security, terms of credit support (including, but not limited to, collateral and guarantees), subordination (including contractual and structural) and governance rights of such securities. EchoStar shall have ten (10) Business Days from the delivery date of any Right of First Offer Notice to agree to purchase (if the form of consideration is tangible assets, at EchoStar’s option, for cash and/or the same type of tangible assets of equal value), an amount of equity or debt securities of Parent or the Company up to the EchoStar Proportionate Number (in each case calculated prior to the issuance) for the price and upon the terms specified in the Right of First Offer Notice by giving written notice to the Company or Parent, as applicable, and stating therein the amount of such equity or debt securities to be purchased. If a definitive agreement for the purchase of such equity or debt securities is not provided along with the Right of First Offer Notice, EchoStar’s election to purchase such equity or debt securities pursuant to such Right of First Offer Notice shall not be binding until a definitive agreement is executed (but, subject to Section 2.03, an election not to purchase shall be binding).

Section 2.02 Extension Right. To the extent that EchoStar has agreed to purchase all of the EchoStar Proportionate Number of securities with respect to an Offering and any other person with a similar right (i) does not elect to purchase all of the securities with respect to such Offering which such other person has a right to acquire or (ii) is otherwise unable to reach agreement with the Company or Parent, as applicable, with regard to the terms of the definitive agreements related thereto, EchoStar shall have the option to purchase any or all of such securities not so purchased in addition to the EchoStar Proportionate Number of securities with respect to such Offering.

Section 2.03 Right to Sell. In the event that EchoStar does not elect to purchase all of the equity or debt securities to be offered in an Offering, or to the extent that EchoStar is not able to reach agreement with the Company or Parent, as applicable, with regard to the terms of the definitive agreements related thereto, the Company or Parent, as applicable, shall have 120 days after the date of the Right of First Offer Notice to consummate the sale, issuance or transfer of any or all of the amount of equity or debt securities with respect to which EchoStar’s preemptive rights hereunder were not exercised, at or above the price and upon terms not less favorable to the Company or Parent in any material respect (it being understood and agreed that any increase in the number of equity or debt securities or any decrease in the price thereof shall be deemed material for this purpose) than the terms specified in the initial Right of First Offer Notice given in connection with such sale, issuance or other transfer.

**ARTICLE III
MISCELLANEOUS**

Section 3.01 Term. This Agreement shall terminate at such time when EchoStar and its affiliates collectively own less than 50% of the aggregate principal amount of the Exchangeable Notes initially purchased by EchoStar pursuant to the terms of the Master Investment Agreement.

Section 3.02 Most Favored Nation. Each of the Company and Parent agree not to grant to any third party any preemptive rights or rights similar to the rights granted to EchoStar hereunder (i) on any terms more favorable to such third party or (ii) to the extent that such third party's rights would interfere with or impair EchoStar's rights hereunder.

Section 3.03 Termination by Mutual Consent. This Agreement may be terminated and the sale and purchase of the Purchased Securities hereunder may be abandoned at any time prior to the Closing, by mutual written consent of (a) the Company, (b) Parent and (c) EchoStar.

Section 3.04 Interpretation; Severability. Article, Section, Schedule, and Exhibit references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any party has an obligation under this Agreement, the expense of complying with that obligation shall be an expense of such party unless otherwise specified. If any provision of this Agreement is held to be illegal, invalid, not binding, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, not binding, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect.

Section 3.05 Waivers; Remedies; Amendments.

(a) No Waiver; Remedies Cumulative. No failure or delay on the part of any party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a party at law or in equity or otherwise.

(b) Amendments and Modifications. Except as otherwise provided herein, no amendment, waiver, consent or modification of any provision of this Agreement shall be effective unless signed by each of the parties hereto affected by such amendment, waiver, consent or modification. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party hereto from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no

notice to or demand on any party hereto in any case shall entitle any party hereto to any other or further notice or demand in similar or other circumstances.

Section 3.06 Binding Effect; Assignment. This Agreement shall be binding upon the Company, Parent, EchoStar, and their respective successors and permitted assigns. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

Section 3.07 Non-Disclosure. Notwithstanding anything herein to the contrary, the Confidentiality Agreement shall remain in full force and effect according to its terms regardless of any termination of this Agreement.

Section 3.08 Communications. All notices and demands to be delivered to any party hereto shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, air courier guaranteeing overnight delivery or personal delivery to the address of such party specified in the Master Investment Agreement or to such other address as such party may designate in writing. All notices and communications shall be deemed to have been duly given at the time delivered by hand, if personally delivered; upon actual receipt if sent by certified mail, return receipt requested, or regular mail, if mailed; when receipt acknowledged, if sent via facsimile; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 3.09 Entire Agreement. This Agreement and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those set forth or referred to herein or therein with respect to the rights granted by the Company, Parent or any of their Affiliates or each of the Purchasers or any of their Affiliates set forth herein or therein. This Agreement and the other agreements and documents referred to herein supersede all prior agreements and understandings between the parties with respect to such subject matter.

Section 3.10 Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of New York without regard to principles of conflicts of laws.

Section 3.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first written above.

TERRESTAR NETWORKS INC.

By: /s/ Robert H. Brumley
Name: Robert H. Brumley
Title: President and Chief Executive Officer

TERRESTAR CORPORATION

By: /s/ Robert H. Brumley
Name: Robert H. Brumley
Title: President and Chief Executive Officer

ECHOSTAR CORPORATION

By: /s/ Charles W. Ergen
Name: Charles W. Ergen
Title: Chairman and Chief Executive Officer

[Signature Page to EchoStar Right of First Offer Agreement]

**CERTIFICATE OF DESIGNATIONS
OF
SERIES E JUNIOR PARTICIPATING PREFERRED STOCK, SERIES C
PREFERRED STOCK AND SERIES D PREFERRED STOCK OF
TERRESTAR CORPORATION**

**(PURSUANT TO SECTION 151 OF THE
DELAWARE GENERAL CORPORATION LAW)**

The undersigned does hereby certify that the following resolutions were duly adopted by the Board of Directors (the "Board of Directors") of TerreStar Corporation (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), with the preferences and rights set forth therein relating to dividends, conversion, dissolution and distribution of assets of the Corporation having been fixed by the Board of Directors pursuant to authority granted to it under the Corporation's Restated Certificate of Incorporation (the "Certificate of Incorporation") and in accordance with Section 151 of the DGCL:

A. SERIES E JUNIOR PARTICIPATING PREFERRED STOCK

RESOLVED that, pursuant to authority conferred on the Board of Directors by the Certificate of Incorporation, the Board of Directors hereby authorizes the creation of 1,900,000 shares of Series E Junior Participating Preferred Stock of the Corporation, par value \$0.01 and hereby fixes the designations, powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of such shares, in addition to those set forth in the Certificate of Incorporation, as follows:

1. Designation and Amount. This series of preferred stock of the Corporation (the "Preferred Stock") shall be designated as "Series E Junior Participating Preferred Stock" (the "Junior Preferred Stock") and the number of shares constituting such series shall be 1,900,000. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided that no decrease shall reduce the number of shares of Junior Preferred Stock then outstanding, plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon conversion of any outstanding securities issued by the Corporation and convertible into Junior Preferred Stock.

2. Dividends and Distributions. Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock) ranking senior to the Junior Preferred Stock, with respect to dividends, as and when dividends are declared or paid on the Common Stock of the Corporation (the "Common Stock"), the holders of Junior Preferred Stock shall be entitled to participate in such dividends ratably on a per share basis.

3. Voting Rights. Except as otherwise required under Delaware law, the holders of shares of Junior Preferred Stock shall not be entitled or permitted to vote on any matter

required or permitted to be voted upon by the stockholders of the Corporation; provided, however, that each holder of Junior Preferred Stock shall be entitled to notice of all stockholders meetings at the same time and in the same manner as notice is given to the stockholders entitled to vote at such meeting.

4. Liquidation Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, the holders of shares of Junior Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders an amount in cash equal to \$.0001 per share, before any distribution shall be made or any assets distributed in respect of the Common Stock. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Junior Preferred Stock were entitled immediately prior to such event in the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

5. Conversion; Restrictions.

(a) Defined Terms.

For purposes of this Section 5:

(i) "Beneficial Ownership" has the meaning given to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

(ii) "Original Indenture" means that certain Indenture, dated February 14, 2007, by and among TerreStar Networks Inc., the guarantors party thereto and U.S. Bank National Association.

(iii) "Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

(iv) "Transfer" means any sale, transfer, gift, assignment, devise or other disposition, as well as any other event that causes any Person to acquire Beneficial Ownership, or any agreement to take any such actions or cause any such events, of Junior Preferred Stock or Common Stock (following the exercise of any conversion right in respect of the Junior Preferred Stock); in each case, whether voluntary or involuntary, or whether by operation of law or otherwise. The terms "Transferring" and "Transferred" shall have the correlative meanings.

(v) "Transferee" means a person to whom a Transfer is made.

(b) Optional Conversion Rights. Subject to the restrictions set forth in Section 5(f), each share of Junior Preferred Stock may be converted, at any time and from

time to time, into twenty-five (25) shares of Common Stock, subject to adjustment as set forth below.

(c) Mechanics of Conversion. Each conversion of shares of Junior Preferred Stock into shares of Common Stock pursuant to this Section 5 shall be effected by the surrender of the certificate or certificates representing the shares to be converted (the "Converting Shares") at the principal office of the Corporation or the transfer agent of the Junior Preferred Stock (if any) at any time during normal business hours, together with written notice by the holder of such Converting Shares, stating that such holder desires to convert the Converting Shares, and the number of shares of Common Stock into which the Converting Shares are to be converted (the "Converted Shares"). Such notice shall also state the name or names (with addresses) and denominations in which the certificate or certificates for Converted Shares are to be issued and shall include instructions for the delivery thereof. If the issuance of any Converted Shares or the acquisition thereof by the holder of Converting Shares requires filing or registration with or approval of any governmental authority before such shares may be issued upon conversion, the Corporation will use its commercially reasonable efforts to cause such filing, registration or approval or to cooperate with such holder to satisfy such requirements, as the case may be. Promptly after such filing, registration or approval and such surrender and the receipt of such by written notice, the Corporation will issue and deliver in accordance with the surrendering holder's instructions the certificate or certificates evidencing the Converted Shares issuable upon such conversion, and the Corporation will deliver to the converting holder a certificate (which shall contain such legends as were set forth on the surrendered certificate or certificates, if any) representing any shares which were represented by the certificate or certificates that were delivered to the Corporation in connection with such conversion, but which were not converted. Such conversion, to the extent permitted by law, shall be deemed to have been effected as of the close of business on the date on which such certificate or certificates shall have been surrendered and such notice shall have been received by the Corporation, and at such time the rights of the holder of the Converting Shares as such holder shall cease and the person or persons in whose name or names the certificate or certificates for the Converted Shares are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the Converted Shares. Upon issuance of the shares in accordance with this Section 5, such Converted Shares shall be deemed to be fully authorized, validly issued, fully paid and non-assessable. The Corporation shall take all such actions as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which will be immediately transmitted by the Corporation upon issuance). The issuance of certificates for shares of any class of Common Stock upon the conversion of Junior Preferred Stock as permitted by and pursuant to this Section 5 shall be made without charge to the holders for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Common Stock. The Corporation shall not close its books against the transfer of shares of Junior Preferred Stock in any manner which would interfere with the timely conversion of any shares of Junior Preferred Stock. In the event of the conversion of less than all of the shares of Junior Preferred Stock evidenced by a single certificate, the Corporation shall execute and deliver to the holder thereof, without charge to such holder, a new certificate or new certificates evidencing the shares of Junior Preferred Stock not so converted.

(d) Adjustment. In the event that the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the number of shares of Common Stock into which the shares of Junior Preferred Stock are convertible shall be adjusted by multiplying the number of shares of Common Stock into which the Junior Preferred Stock would have been converted by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(e) Reservation of Shares. The Corporation shall at all times when the Junior Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued shares of Common Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Junior Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Junior Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation.

(f) Limitations on Conversion. The original holder or Transferee of the shares of Junior Preferred Stock shall not have the right to convert such shares of Junior Preferred Stock into shares of Common Stock, if:

(i) there are outstanding any shares of the Series A Cumulative Convertible Preferred Stock of the Corporation and such conversion would result in such original holder or Transferee thereof becoming the beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of shares representing more than 50% of the aggregate ordinary voting power represented by issued and outstanding voting stock of the Corporation; or

(ii) there are outstanding any shares of the Series B Cumulative Convertible Preferred Stock of the Corporation and such conversion would result in such original holder or Transferee thereof becoming the beneficial owners (as defined in Rule 13d-3 under the Exchange Act) of shares representing more than 50% of the aggregate ordinary voting power represented by issued and outstanding voting stock of the Corporation; or

(iii) there are outstanding any notes issued pursuant to the Original Indenture and such conversion would result in such original holder or Transferee thereof becoming the beneficial owner (as defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular holder or Transferee for purposes of this Section 1(f)(iii), such holder or Transferee will be deemed to have beneficial ownership of all securities that such holder or Transferee has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable, or is exercisable only upon the occurrence of a subsequent condition), directly or indirectly, of more than 50% of the voting corporate stock of the Corporation (which, at such time, is

entitled to vote in the election of the Board of Directors) measured by voting power rather than number of shares.

Notwithstanding anything to the contrary contained herein, the Junior Preferred shall not be subject to any of the foregoing conversion restrictions during any Excepted Period. For purposes of this Section 5, an "Excepted Period" means a period commencing upon, and lasting until 60 days following, the occurrence or consummation (as applicable) of any "Change of Control" under the terms of the Series A Cumulative Convertible Preferred Stock of the Corporation, the Series B Cumulative Convertible Preferred Stock of the Corporation or the Original Indenture. Within five (5) days following the commencement of any Excepted Period, the Corporation shall provide written notice thereof to any holder of shares of Junior Preferred Stock that are then outstanding. Such notice shall include a reference to the conversion rights set forth in this paragraph.

7. Rank. The Junior Preferred Stock, with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise (i) rank senior and prior to each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that by its express terms ranks junior to the Junior Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities, are collectively referred to herein as the "JPS Junior Securities"), (ii) rank on a parity with the Common Stock (except to the extent set forth herein), and each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that does not by its terms expressly provide that it ranks senior to or junior to the Junior Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities are collectively referred to herein as the "JPS Parity Securities"), and (iii) rank junior to each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that by its express terms ranks senior to the Junior Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities are collectively referred to herein as the "JPS Senior Securities"). The respective definitions of JPS Junior Securities, JPS Parity Securities and JPS Senior Securities shall also include any rights or options exercisable or exchangeable for or convertible into any of the JPS Junior Securities, JPS Parity Securities or JPS Senior Securities, as the case may be. At the date of the initial issuance of the Junior Preferred Stock (i) shares of the Series A Cumulative Convertible Preferred Stock of the Corporation, the Series B Cumulative Convertible Preferred Stock of the Corporation, the Series C Preferred Stock of the Corporation and the Series D Preferred Stock shall be the only JPS Senior Securities issued and outstanding and (ii) shares of the Common Stock shall be the only JPS Parity Securities issued and outstanding.

8. Notices. All notices referred to herein shall be dated and in writing, to the Corporation at its principal executive offices and to any holder of Junior Preferred at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder), and shall be deemed to have been given (a) when delivered, if delivered personally, sent by confirmed facsimile or certified mail, return receipt requested, postage prepaid, (b) on the next business day if sent by overnight courier and (c) when received if delivered otherwise.

9. Amendment and Waiver. No amendment or waiver of any provision of the Certificate of Incorporation (including this Certificate of Designations) which would materially alter or change the powers, preferences or special rights of the Junior Preferred Stock so as to affect them adversely shall be effective without the affirmative vote or consent of the holders of at least two-thirds of the Junior Preferred Stock, either in writing or by resolution adopted at an annual or special meeting.

B. SERIES C PREFERRED STOCK

RESOLVED that, pursuant to authority conferred on the Board of Directors by the Certificate of Incorporation, the Board of Directors hereby authorizes the creation of one (1) share of Series C Preferred Stock of the Corporation, par value \$0.01, and hereby fixes the designations, powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of such share, in addition to those set forth in the Certificate of Incorporation, as follows:

1. Designation and Amount; Ownership. This series of Preferred Stock shall be designated as “Series C Preferred Stock” (the “Series C Preferred Stock”) and the number of shares constituting such series shall be one (1). Such number of shares may be increased or decreased by resolution of the Board of Directors; provided that no decrease shall reduce the number of shares of Series C Preferred Stock then outstanding. Series C Preferred Stock may only be issued to and beneficially owned by EchoStar Corporation or an affiliate thereof (the “Series C Holder”). For purposes of this Section B, the term “affiliate” shall have the meaning given such term as in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended, and the term “beneficial ownership” shall have the meaning given such term as in Rule 13d-3 of the Securities Exchange Act of 1934, as amended.

2. Voting Rights.

(a) Defined Terms.

For purposes of this Section 2:

(i) “Fundamental Corporate Transaction Approval Right” means, that without first obtaining the affirmative vote or consent of the Series C Holder, either in writing or by resolution adopted at an annual or special meeting, and otherwise in accordance with the provisions hereof, the Corporation shall not:

(A) sell or permit to be sold 10% or more of the assets of the Corporation or any subsidiary of the Corporation other than the equity interests of SkyTerra Communications, Inc.;

(B) consummate or permit to be consummated any merger, consolidation, recapitalization, liquidation, or dissolution of the Corporation or any subsidiary of the Corporation;

(C) amend or permit the amendment of the certificate of incorporation, by-laws, or other organizational documents of the Corporation or any subsidiary of the Corporation;

(D) redeem or repurchase any equity securities of the Corporation, except for the redemption of any shares of Series A Cumulative Convertible Preferred Stock and the Series B Cumulative Convertible Preferred Stock or pursuant to any compensatory plan or arrangement, in each case solely in accordance with the terms thereof;

(E) make any material change in the line of business of the Corporation;

(F) acquire any asset or assets in one or more transactions with a value in excess of \$5,000,000;

(G) make any capital expenditure in excess of \$5,000,000 not contemplated by the annual budget of the Corporation which budget was approved by the Board of Directors;

(H) appoint or permit to be appointed any new officers, executives or other key employees of the Corporation; or

(I) increase the size of the Board of Directors above eight (8), except for any increase resulting from the election of additional directors by Series A Cumulative Convertible Preferred Stock and the Series B Cumulative Convertible Preferred Stock in accordance with the terms thereof (the foregoing subsections (A)-(I) shall be referred to in this Section 2 as "Fundamental Corporate Transactions").

(ii) "Minimum Ownership Threshold" means (A) for purposes of Multiple Director Nomination Right, the beneficial ownership of at least ten percent (10%) of the then outstanding Common Stock, (B) for purposes of a Fundamental Corporate Transaction Approval Right, the beneficial ownership of at least ten percent (10%) of the then outstanding Common Stock, and (C) for purposes of a Single Director Nomination Right, the beneficial ownership of at least five percent (5%) of the then outstanding Common Stock, in each case on a fully diluted basis.

(iii) "Multiple Director Nomination Right" means the exclusive right of the Series C Holder to nominate two (2) directors to the Board of Directors in accordance with the provisions hereof.

(iv) "Nomination Submission Deadline" means the deadline for receipt by the Corporation of any names of candidates nominated to the Board of Directors.

(v) "Single Director Nomination Right" means the exclusive right of the Series C Holder to nominate one (1) director to the Board of Directors in accordance with the provisions hereof.

(b) Voting Rights. The Series C Holder, except as otherwise required under Delaware law or as set forth in paragraphs (i), (ii) and (iii) below, shall not be entitled

to or permitted to vote on any matter required or permitted to be voted upon by the stockholders of the Corporation.

(i) Nomination Rights. Upon the issuance of the Series C Preferred Stock, and thereafter, in connection with any annual or special meeting of the stockholders at which members of the Board of Directors are to be elected, so long as the Series C Holder meets the Minimum Ownership Threshold, the Series C Holder shall be entitled to exercise the Single Director Nomination Right or the Multiple Director Nomination Right, as applicable, as follows:

(A) The Board of Directors shall set a date for the Nomination Submission Deadline in connection with any annual or special meeting of the stockholders at which members of the Board of Directors are to be elected and shall provide written notice of such date at least thirty (30) days prior thereto to the Series C Holder (the "Nomination Deadline Notice"). In such Nomination Deadline Notice, the Board of Directors shall inform the Series C Preferred Holder whether such Holder is entitled to exercise the Single Director Nomination Right, the Multiple Director Nomination Right, or no rights at all, dependent upon whether the Series C Holder meets the Minimum Ownership Threshold at such time. Prior to the Nomination Submission Deadline, the Series C Holder shall submit in writing the names of the individual or individuals, as applicable, to the Board of Directors for inclusion in any ballot or other materials to be provided to the stockholders of the Corporation in connection with such annual or special meeting of the stockholders.

(B) In connection with any election at which the Series C Holder is entitled to exercise the Single Director Nomination Right or the Multiple Director Nomination Right, the Board of Directors agrees that it shall nominate no greater than that number of directors for election to the Board of Directors which is equal to the aggregate number of positions on the Board of Directors up for election at such time less the sum of the number of directors the Series C Holder is entitled to nominate pursuant to the provisions of this Section 2 at such time and the number of directors that any holder of Series C Parity Securities (defined below) is entitled to nominate at such time, if any. To the extent that if at such time any Series C Senior Securities (defined below) are entitled to nominate and elect any members of the Board of Directors, such elected members shall be in addition to the directors so nominated by the Series C Holder, any Series C Parity Securities and/or the Board of Directors, and shall result in an increase of the size of the Board of Directors.

(ii) Fundamental Corporate Transaction. Upon the issuance of the Series C Stock, and thereafter, so long as the Series C Holder meets the Minimum Ownership Threshold, the Series C Holder shall be entitled to exercise the Fundamental Corporate Transaction Approval Right, as follows:

(A) The Corporation must provide to the Series C Holder written notice of any proposed Fundamental Corporate Transaction at least five (5) days prior to the consummation of the Fundamental Corporate Transaction. In such notice, the Corporation shall state whether the Series C Holder meets the Minimum Ownership Threshold to exercise the Fundamental Corporate Transaction Approval Right, and provide the material terms of the Fundamental Corporate Transaction, including, without limitation, the consideration to be paid to the Corporation and/or any monetary obligation the Corporation will incur in connection with such Fundamental Corporate Transaction. The Series C Holder may reasonably request that additional information be provided by the

Corporation, if the Series C Holder determines that such information is necessary to make a prudent decision in exercising its Fundamental Corporate Transaction Approval Right. The Series C Holder may withhold its consent to or affirmative vote in favor of any Fundamental Corporate Transaction, in its sole discretion.

(iii) Approval of New Classes of Securities.

(A) Hereafter, so long as any shares of Series C Preferred Stock are outstanding, the Corporation shall not authorize or issue any class of Series C Parity Securities (as defined below) without the prior consent or affirmative vote of the Series C Holder, either in writing or by resolution adopted at an annual or special meeting.

(B) Hereafter, so long as any shares of Series C Preferred Stock are outstanding, the Corporation shall not authorize or issue any class of Series C Senior Securities (as defined below) without the prior consent or affirmative vote of the Series C Holder, either in writing or by resolution adopted at an annual or special meeting.

3. Liquidation Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, no distribution shall be made (a) to the holders of any shares of capital stock of the Corporation ranking junior (with respect to rights upon liquidation, dissolution or winding up) to the Series C Preferred Stock, unless the Series C Holder shall have received \$1000 per share, or (b) to the holders of shares of capital stock of the Corporation ranking on a parity (with respect to rights upon liquidation, dissolution or winding up) with the Series C Preferred Stock, except for distributions made ratably on the Series C Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up.

4. Rank. Series C Preferred Stock shall, with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise, rank (i) senior and prior (to the extent set forth herein) to the Common Stock, the Junior Preferred Stock, and each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that by its express terms ranks junior to the Series C Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities, including the Common Stock, are collectively referred to herein as the "Series C Junior Securities"), (ii) rank on a parity with the Series D Preferred Stock, and each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that does not by its terms expressly provide that it ranks senior to or junior to the Series C Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities are collectively referred to herein as the "Series C Parity Securities"), provided that any such Series C Parity Securities that were not approved by the Series C Holder in accordance with Section B(2)(b)(iii)(A) hereof shall be deemed to be Series C Junior Securities and not Series C Parity Securities, and (iii) rank junior to the Series A Cumulative Convertible Preferred Stock, the Series B Cumulative Convertible Preferred Stock, and each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that by its express terms ranks senior to the Series C Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation,

dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities are collectively referred to herein as the "Series C Senior Securities"), provided that any such Series C Senior Securities that were not approved by the Series C Holder in accordance with Section B(2)(b)(iii) (B) hereof shall be deemed to be Series C Junior Securities and not Series C Senior Securities. The respective definitions of Series C Junior Securities, the Series C Parity Securities and the Series C Senior Securities shall also include any rights or options exercisable or exchangeable for or convertible into any of the Series C Junior Securities, the Series C Parity Securities or the Series C Senior Securities, as the case may be. At the date of the initial issuance of the Series C Preferred Stock (i) shares of Series A Cumulative Convertible Preferred Stock and the Series B Cumulative Convertible Preferred Stock shall be the only Series C Senior Securities issued and outstanding, (ii) shares of Series D Preferred Stock shall be the only Series D Parity Securities issued and outstanding, and (iii) shares of Common Stock and Junior Preferred Stock shall be the only Series C Junior Securities issued and outstanding.

5. Notices. All notices referred to herein shall be dated and in writing, to the Corporation at its principal executive offices and to the Series C Holder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder), and shall be deemed to have been given (a) when delivered, if delivered personally, sent by confirmed facsimile or certified mail, return receipt requested, postage prepaid, (b) on the next business day if sent by overnight courier and (c) when received if delivered otherwise.

6. Conversion. The Series C Preferred Stock is not convertible into any other class of capital stock of the Corporation.

7. Transfers. The Series C Holder may not effect any offer, sale, pledge, transfer, or other disposition or distribution (collectively a "Transfer"), or enter into any agreement with respect to any Transfer, or grant any proxy with respect to, and the Series C Preferred Stock or any beneficial or other interest therein to any person or entity other than an Affiliate of the Series C Holder. Any purported Transfer to any person or entity other than the Series C Holder shall be void ab initio, and the voting rights set forth in Section 2 hereof may only be exercised by the Series C Holder only so long as the Series C Preferred Stock is beneficially owned by EchoStar Corporation or an affiliate thereof. The certificate representing the share of Series C Preferred Stock shall bear the following legend:

THE SHARE OF SERIES C PREFERRED STOCK OF TERRESTAR CORPORATION REPRESENTED BY THIS CERTIFICATE MAY ONLY BE ISSUED TO AND BENEFICIALLY OWNED BY ECHOSTAR CORPORATION OR AN AFFILIATE THEREOF, AND ANY PURPORTED TRANSFER TO ANY OTHER PERSON OR ENTITY IS NULL AND VOID.

8. Amendment and Waiver. No amendment or waiver of any provision of the Certificate of Incorporation (including this Certificate of Designations) which would materially alter or change the powers, preferences or special rights of the Series C Preferred Stock so as to affect them adversely shall be effective without the prior consent or affirmative vote of the Series C Holder, either in writing or by resolution adopted at an annual or special meeting.

C. SERIES D PREFERRED STOCK

RESOLVED that, pursuant to authority conferred on the Board of Directors by the Certificate of Incorporation, the Board of Directors hereby authorizes the creation of one (1) shares of Series D Preferred Stock of the Corporation, par value \$0.01 and hereby fixes the designations, powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of such share, in addition to those set forth in the Certificate of Incorporation, as follows:

1. Designation and Amount. This series of Preferred Stock shall be designated as “Series D Preferred Stock” (the “Series D Preferred Stock”) and the number of shares constituting such series shall be one (1). Such number of shares may be increased or decreased by resolution of the Board of Directors; provided that no decrease shall reduce the number of shares of Series D Preferred Stock then outstanding. Series D Preferred Stock may only be issued to and beneficially owned by Harbinger Capital Partners Master Fund I, Ltd. or an affiliate thereof (the “Series D Holder”). For purposes of this Section C, the term “affiliate” shall have the meaning given such term as in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended, and the term “beneficial ownership” shall have the meaning given such term as in Rule 13d-3 of the Securities Exchange Act of 1934, as amended.

2. Voting Rights.

(a) Defined Terms.

For purposes of this Section 2:

(i) “Fundamental Corporate Transaction Approval Right” means, that without first obtaining the affirmative vote or consent of the Series D Holder, either in writing or by resolution adopted at an annual or special meeting, and otherwise in accordance with the provisions hereof, the Corporation shall not:

(A) sell or permit to be sold 10% or more of the assets of the Corporation or any subsidiary of the Corporation other than the equity interests of SkyTerra Communications, Inc.;

(B) consummate or permit to be consummated any merger, consolidation, recapitalization, liquidation, or dissolution of the Corporation or any subsidiary of the Corporation;

(C) amend or permit the amendment of the certificate of incorporation, by-laws, or other organizational documents of the Corporation or any subsidiary of the Corporation;

(D) redeem or repurchase any equity securities of the Corporation, except for the redemption of any shares of Series A Cumulative Convertible Preferred Stock and the Series B Cumulative Convertible Preferred Stock or pursuant to any compensatory plan or arrangement, in each case solely in accordance with the terms thereof;

(E) make any material change in the line of business of the Corporation;

(F) acquire any asset or assets in one or more transactions with a value in excess of \$5,000,000;

(G) make any capital expenditure in excess of \$5,000,000 not contemplated by the annual budget of the Corporation which budget was approved by the Board of Directors;

(H) appoint or permit to be appointed any new officers, executives or other key employees of the Corporation; or

(I) increase the size of the Board of Directors above eight (8), except for any increase resulting from the election of additional directors by Series A Cumulative Convertible Preferred Stock and the Series B Cumulative Convertible Preferred Stock in accordance with the terms thereof (the foregoing subsections (A)-(I) shall be referred to in this Section 2 as "Fundamental Corporate Transactions").

(ii) "Minimum Ownership Threshold" means (A) for purposes of a Multiple Director Nomination Right, the beneficial ownership of at least ten percent (10%) of the then outstanding Common Stock, (B) for purposes of Fundamental Corporate Transaction Approval Right, the beneficial ownership of at least ten percent (10%) of the then outstanding Common Stock, and (C) for purposes of a Single Director Nomination Right, the beneficial ownership of at least five percent (5%) of the then outstanding Common Stock, in each case on a fully diluted basis.

(iii) "Multiple Director Nomination Right" means the exclusive right of the Series D Holder to nominate two (2) directors to the Board of Directors in accordance with the provisions hereof.

(iv) "Nomination Submission Deadline" means the deadline for receipt by the Corporation of any names of candidates nominated to the Board of Directors.

(v) "Single Director Nomination Right" means the exclusive right of the Series D Holder to nominate one (1) director to the Board of Directors in accordance with the provisions hereof.

(b) Voting Rights. The Series D Holder, except as otherwise required under Delaware law or as set forth in paragraphs (i), (ii) and (iii) below, shall not be entitled to or permitted to vote on any matter required or permitted to be voted upon by the stockholders of the Corporation.

(i) Nomination Rights. Upon the issuance of the Series D Preferred Stock, and thereafter, in connection with any annual or special meeting of the stockholders at which members of the Board of Directors are to be elected, so long as the Series D Holder meets the Minimum Ownership Threshold, the Series D Holder shall be entitled to exercise the Single Director Nomination Right or the Multiple Director Nomination Right, as applicable, as follows:

(A) The Board of Directors shall set a date for the Nomination Submission Deadline in connection with any annual or special meeting of the stockholders at which members of the Board of Directors are to be elected and shall provide written notice of such date at least thirty (30) days prior thereto to the Series D Holder (the "Nomination Deadline Notice"). In such Nomination Deadline Notice, the Board of Directors shall inform the Series D Preferred Holder whether such Holder is entitled to exercise the Single Director Nomination Right, the Multiple Director Nomination Right, or no rights at all, dependent upon whether the Series D Holder meets the Minimum Ownership Threshold at such time. Prior to the Nomination Submission Deadline, the Series D Holder shall submit in writing the names of the individual or individuals, as applicable, to the Board of Directors for inclusion in any ballot or other materials to be provided to the stockholders of the Corporation in connection with such annual or special meeting of the stockholders.

(B) In connection with any election at which the Series D Holder is entitled to exercise the Single Director Nomination Right or the Multiple Director Nomination Right, the Board of Directors agrees that it shall nominate no greater than that number of directors for election to the Board of Directors which is equal to the aggregate number of positions on the Board of Directors up for election at such time less the sum of the number of directors the Series D Holder is entitled to nominate pursuant to the provisions of this Section 2 at such time and the number of directors that any holder of Series D Parity Securities (defined below) is entitled to nominate at such time, if any. To the extent that if at such time any Series D Senior Securities (defined below) are entitled to nominate and elect any members of the Board of Directors, such elected members shall be in addition to the directors so nominated by the Series D Holder, any Series D Parity Securities and/or the Board of Directors, and shall result in an increase of the size of the Board of Directors.

(ii) Fundamental Corporate Transaction. Upon the issuance of the Series D Stock, and thereafter, so long as the Series D Holder meets the Minimum Ownership Threshold, the Series D Holder shall be entitled to exercise the Fundamental Corporate Transaction Approval Right, as follows:

(A) The Corporation must provide to the Series D Holder written notice of any proposed Fundamental Corporate Transaction at least five (5) days prior to the consummation of the Fundamental Corporate Transaction. In such notice, the Corporation shall state whether the Series D Holder meets the Minimum Ownership Threshold to exercise the Fundamental Corporate Transaction Approval Right, and provide the material terms of the Fundamental Corporate Transaction, including, without limitation, the consideration to be paid to the Corporation and/or any monetary obligation the Corporation will incur in connection with such Fundamental Corporate Transaction. The Series D Holder may reasonably request that additional information be provided by the Corporation, if the Series D Holder determines that such information is necessary to make a prudent decision in exercising its Fundamental Corporate Transaction Approval Right. The Series D Holder may withhold its consent to or affirmative vote in favor of any Fundamental Corporate Transaction, in its sole discretion.

(iii) Approval of New Classes of Securities.

(A) Hereafter, so long as any shares of Series D Preferred Stock are outstanding, the Corporation shall not authorize or issue any class of Series D

Parity Securities (as defined below) without the prior consent or affirmative vote of the Series D Holder, either in writing or by resolution adopted at an annual or special meeting.

(B) Hereafter, so long as any shares of Series D Preferred Stock are outstanding, the Corporation shall not authorize or issue any class of Series D Senior Securities (as defined below) without the prior consent or affirmative vote of the Series D Holder, either in writing or by resolution adopted at an annual or special meeting.

3. Liquidation Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, no distribution shall be made (a) to the holders of any shares of capital stock of the Corporation ranking junior (with respect to rights upon liquidation, dissolution or winding up) to the Series D Preferred Stock, unless the Series D Holder shall have received \$1000 per share, or (b) to the holders of shares of capital stock of the Corporation ranking on a parity (with respect to rights upon liquidation, dissolution or winding up) with the Series D Preferred Stock, except for distributions made ratably on the Series D Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up.

4. Rank. Series D Preferred Stock shall, with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise, rank (i) senior and prior (to the extent set forth herein) to the Common Stock, the Junior Preferred Stock, and each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that by its express terms ranks junior to the Series D Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities, including the Common Stock, are collectively referred to herein as the "Series D Junior Securities"), (ii) rank on a parity with the Series C Preferred Stock, and each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that does not by its terms expressly provide that it ranks senior to or junior to the Series D Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities are collectively referred to herein as the "Series D Parity Securities"), provided that any such Series D Parity Securities that were not approved by the Series D Holder in accordance with Section C(2)(b)(iii)(A) hereof shall be deemed to be Series D Junior Securities and not Series D Parity Securities, and (iii) rank junior to the Series A Cumulative Convertible Preferred Stock, the Series B Cumulative Convertible Preferred Stock, and each other class or series of equity securities of the Corporation, whether currently issued or issued in the future, that by its express terms ranks senior to the Series D Preferred Stock (whether with respect to payment of dividends, redemption payments, rights upon liquidation, dissolution or winding up of the affairs of the Corporation, or otherwise) (all of such equity securities are collectively referred to herein as the "Series D Senior Securities"), provided that any such Series D Senior Securities that were not approved by the Series D Holder in accordance with Section C(2)(b)(iii)(B) hereof shall be deemed to be Series D Junior Securities and not Series D Senior Securities. The respective definitions of Series D Junior Securities, the Series D Parity Securities and the Series D Senior Securities shall also include any rights or options exercisable or exchangeable for or convertible into any of the Series D Junior Securities, the Series D Parity Securities or the Series D Senior Securities, as the case may be. At the date of the initial issuance of the Series D Preferred Stock (i) shares of Series

A Cumulative Convertible Preferred Stock and the Series B Cumulative Convertible Preferred Stock shall be the only Series D Senior Securities issued and outstanding, (ii) shares of Series C Preferred Stock shall be the only Series D Parity Securities issued and outstanding, and (iii) shares of Common Stock and Junior Preferred Stock shall be the only Series D Junior Securities issued and outstanding.

5. Notices. All notices referred to herein shall be dated and in writing, to the Corporation at its principal executive offices and to the Series D Holder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder), and shall be deemed to have been given (a) when delivered, if delivered personally, sent by confirmed facsimile or certified mail, return receipt requested, postage prepaid, (b) on the next business day if sent by overnight courier and (c) when received if delivered otherwise.

6. Conversion. The Series D Preferred Stock is not convertible into any other class of capital stock of the Corporation.

7. Transfers. The Series D Holder may not effect any offer, sale, pledge, transfer, or other disposition or distribution (collectively a "Transfer"), or enter into any agreement with respect to any Transfer, or grant any proxy with respect to, and the Series D Preferred Stock or any beneficial or other interest therein to any person or entity other than an Affiliate of the Series D Holder. Any purported Transfer to any person or entity other than the Series D Holder shall be void ab initio, and the voting rights set forth in Section 2 hereof may only be exercised by the Series D Holder only so long as the Series D Preferred Stock is beneficially owned by Harbinger Capital Partners Master Fund I, Ltd. or an affiliate thereof. The certificate representing the share of Series D Preferred Stock shall bear the following legend:

THE SHARE OF SERIES D PREFERRED STOCK OF TERRESTAR CORPORATION REPRESENTED BY THIS CERTIFICATE MAY ONLY BE ISSUED TO AND BENEFICIALLY OWNED BY HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD. OR AN AFFILIATE THEREOF, AND ANY PURPORTED TRANSFER TO ANY OTHER PERSON OR ENTITY IS NULL AND VOID.

8. Amendment and Waiver. No amendment or waiver of any provision of the Certificate of Incorporation (including this Certificate of Designations) which would materially alter or change the powers, preferences or special rights of the Series D Preferred Stock so as to affect them adversely shall be effective without the prior consent or affirmative vote of the Series D Holder, either in writing or by resolution adopted at an annual or special meeting.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Certificate of Designations as of 7th day of February, 2008.

By: /s/ Robert H. Brumley
Name: Robert H. Brumley
Title: President and Chief Executive Officer

Joint Filing Agreement

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing by the undersigned on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock, par value \$0.01 per share, of TerreStar Corporation., a Delaware corporation, and that this agreement may be included as an exhibit to such joint filing.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of June 19, 2008.

CHARLES W. ERGEN

By: /s/ Charles W. Ergen

Name: Charles W. Ergen

ECHOSTAR CORPORATION

By: /s/ Charles W. Ergen

Name: Charles W. Ergen

Title: Chairman and Chief Executive Officer