

SCHEDULE 14A INFORMATION  
Preliminary Proxy Statement Pursuant to Section 14(a) of  
the Securities Exchange Act of 1934 (Amendment No. )

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ECHOSTAR COMMUNICATIONS CORPORATION

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(Name of Registrant as Specified in its Charter)

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February , 1999

DEAR SHAREHOLDER:

It is a pleasure for me to extend to you an invitation to attend a Special Meeting of Shareholders of EchoStar Communications Corporation ("EchoStar"). The Special Meeting will be held on , February , 1999, at 10:00 a.m. at EchoStar's headquarters located at 5701 South Santa Fe Drive, Littleton, Colorado 80120.

At the Special Meeting, we will ask you to consider and vote upon a proposal to issue shares of our Class A Common Stock as consideration for the acquisition of certain satellite broadcasting assets from The News Corporation Limited and MCI Telecommunications Corporation. The assets include a license to operate 28 direct broadcast satellite frequencies at the 110DEG. West Longitude orbital location (which is capable of providing service to the entire continental United States), two Space Systems/Loral-built satellites to be delivered in orbit and currently expected to be launched during 1999 and other related assets and rights. Assuming consummation of the acquisition and successful launch of the two satellites, EchoStar expects that its DISH Network will have the capacity to expand its current offering of more than 200 channels to approximately 500 video and audio channels broadcast nationwide.

As described in the accompanying Proxy Statement, the number of shares of our Class A Common Stock to be issued in connection with the acquisition is subject to adjustment based on the current trading prices of our Class A Common Stock at the time the acquisition is consummated. If the acquisition had been consummated on January 25, 1999, we would have been required to issue 24,258,760 shares of Class A Common Stock, constituting approximately 31.8% of EchoStar's fully-diluted equity and 7.0% of EchoStar's total voting power.

At the Special Meeting, we will also ask you to consider and vote upon a proposal to amend our Amended and Restated Articles of Incorporation to clarify certain voting provisions set forth therein.

We hope that all shareholders will be able to attend the Special Meeting. If you plan to attend, please check the appropriate box on your proxy card. Whether or not you plan to attend the Special Meeting personally, it is important that you be represented. To ensure that your vote will be received and counted, please promptly complete, date and return your proxy card in the enclosed return envelope.

On behalf of the Board of Directors and Management, I would like to express our

appreciation for your support and interest in EchoStar. I look forward to seeing you at the Special Meeting.

/s/ CHARLES W. ERGEN

CHARLES W. ERGEN  
CHAIRMAN AND CHIEF EXECUTIVE OFFICER

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

TO THE SHAREHOLDERS OF ECHOSTAR COMMUNICATIONS CORPORATION:

Please take notice that a Special Meeting of Shareholders of EchoStar Communications Corporation ("EchoStar") will be held on \_\_\_\_\_, February \_\_\_\_\_, 1999, at 10:00 a.m. at EchoStar's headquarters located at 5701 South Santa Fe Drive, Littleton, Colorado 80120, to consider and vote upon:

1. A proposal to issue shares of EchoStar's Class A Common Stock as consideration for the acquisition of certain satellite broadcasting assets pursuant to the Purchase Agreement dated as of November 30, 1998, by and among American Sky Broadcasting, LLC, The News Corporation Limited, MCI Telecommunications Corporation and EchoStar.
2. A proposal to amend EchoStar's Amended and Restated Articles of Incorporation to clarify certain voting provisions set forth therein.
3. Any other business as may properly come before the meeting or any adjournment thereof.

Only shareholders of record at the close of business on February \_\_\_\_\_, 1999 will be entitled to notice of, and to vote at, the Special Meeting or any adjournment thereof.

By Order of the Board of Directors

/s/ DAVID K. MOSKOWITZ

DAVID K. MOSKOWITZ,  
SENIOR VICE PRESIDENT, GENERAL COUNSEL,  
CORPORATE SECRETARY AND DIRECTOR

February \_\_\_\_\_, 1999

5701 South Santa Fe Drive - Littleton, Colorado 80120 - Tel: (303) 723-1000  
- Fax: (303) 723-1999

PROXY STATEMENT  
OF  
ECHOSTAR COMMUNICATIONS CORPORATION

GENERAL

This Proxy Statement is being furnished to the shareholders of EchoStar Communications Corporation ("EchoStar") in connection with a Special Meeting of Shareholders of EchoStar (the "Special Meeting") to be held on February , 1999, at 10:00 a.m. at EchoStar's headquarters located at 5701 South Santa Fe Drive, Littleton, Colorado 80120. At the Special Meeting, shareholders will consider and vote upon a proposal to issue shares of EchoStar's Class A Common Stock, \$0.01 par value ("Class A Shares"), as consideration for the acquisition of certain satellite broadcasting assets (the "110 Acquisition"). As described herein, the number of Class A Shares to be issued is subject to adjustment based on the current trading prices of the Class A Shares at the time the 110 Acquisition is consummated. If the 110 Acquisition had been consummated on January 25, 1999, EchoStar would have been required to issue 24,258,760 Class A Shares, constituting approximately 31.8% of EchoStar's fully-diluted equity and 7.0% of EchoStar's total voting power. Shareholders will also consider and vote upon a proposal to amend EchoStar's Amended and Restated Articles of Incorporation (the "Articles").

The mailing address of EchoStar is 5701 South Santa Fe Drive, Littleton, Colorado 80120. This Proxy Statement and the accompanying proxy are first being sent or given to shareholders on or about February , 1999 to shareholders of record on February , 1999 of the Class A Shares and EchoStar's Class B Common Stock, \$0.01 par value ("Class B Shares" and, together with the Class A Shares, the "Shares").

The accompanying proxy is being solicited by the Board of Directors of EchoStar. It may be revoked by written notice given to the Corporate Secretary at any time before being voted. Proxies, which are attached to this form, properly executed, duly sent to EchoStar and not revoked will be voted for the proposals described in this Proxy Statement, in accordance with the instructions set forth in the proxy. The Board of Directors is not aware of any other matters proposed to be presented at the Special Meeting. If any other proposal is properly presented, the persons named in the accompanying form of proxy will have discretionary authority to vote thereon in accordance with their best judgment. Presence at the Special Meeting does not of itself revoke the proxy.

SECURITIES ENTITLED TO VOTE

Shareholders of record on February , 1999 are entitled to notice of the Special Meeting and to vote their Shares at the Special Meeting. On that date, Class A Shares and Class B Shares were issued and outstanding. Each of the Class A Shares is entitled to one vote per share on each proposal to be considered by shareholders. Each of the Class B Shares is entitled to ten votes per share on each proposal to be considered by shareholders.

## VOTE REQUIRED

The presence at the Special Meeting, in person or by proxy, of the holders of a majority of the total voting power of all classes of voting stock of EchoStar taken together shall constitute a quorum for the transaction of business at the Special Meeting. In the case of the proposal to issue Class A Shares, the affirmative votes of a majority of the total votes cast at the Special Meeting on the proposal in person or by proxy are required to approve such proposal. The aggregate number of votes cast (i.e., those votes "for" or "against" the proposal to issue Class A Shares, as well as abstentions) will be counted for purposes of determining the minimum number of affirmative votes required for approval of the proposal. In the case of the proposal to amend the Articles, the affirmative votes of a majority of the voting power of EchoStar entitled to vote are required to approve such proposal. The total number of votes cast "for" will be counted for purposes of determining whether sufficient affirmative votes have been cast to approve each proposal.

Abstentions from voting on a proposal by a shareholder at the Special Meeting, as well as broker non-votes, will be considered for purposes of determining the number of total votes present at the Special Meeting. Abstentions will have the same effect as votes against the proposals. Broker non-votes will not be considered as votes "for" or "against" the proposals, and will therefore not be considered in determining whether the proposal to issue Class A Shares has passed, but will have the same effect as votes against the proposal to amend the Articles.

Through his ownership of Class B Shares, Charles W. Ergen, the Chairman, President and Chief Executive Officer of EchoStar, possesses more than 93.5% of the total voting power of EchoStar. Pursuant to the voting agreement described below, Mr. Ergen has agreed to vote in favor of the proposal to issue the Class A Shares. Mr. Ergen has also indicated his intention to vote in favor of the proposal to amend the Articles. Accordingly, approval of the proposals is assured notwithstanding a negative vote by shareholders other than Mr. Ergen.

## NASDAQ SHAREHOLDER APPROVAL REQUIREMENT

Shareholder approval of the issuance of the Class A Shares and related actions in connection with the 110 Acquisition is not required under the Nevada Business Corporation Act (the "Nevada Act"), the Articles or EchoStar's Bylaws. However, the rules of the NASDAQ Stock Market (where EchoStar's Class A Shares are traded) require shareholder approval of certain substantial issuances of stock.

Shareholder approval of the proposed amendment to the Articles is required under the Nevada Act, the Articles and EchoStar's Bylaws, but is not required by NASDAQ rules.

## EQUITY SECURITY OWNERSHIP

The following table sets forth, to the best knowledge of EchoStar, the beneficial ownership of EchoStar's voting securities as of December 31, 1998 (giving effect to the February , 1999 retirement of all outstanding shares of EchoStar's Series A preferred stock) by: (i) each person known by EchoStar to be the beneficial owner of more than five percent of any class of EchoStar's voting shares; (ii) each Director of EchoStar; (iii) the five highest



| NAME  | NUMBER OF SHARES | PERCENTAGE OF CLASS |
|---|------------------|---------------------|
| CLASS A COMMON STOCK:   |                  |                     |
| FMR Corp.....   | 2,337,034        | 14.4%               |
| Wellington Management Company, LLP.....                           | 1,837,100        | 11.3%               |
| AMVESCAP, PLC.....  | 1,760,750        | 10.8%               |
| James DeFranco.....   | 1,156,345        | 7.1%                |
| Charles W. Ergen.....   | 248,329          | 1.5%                |
| David K. Moskowitz.....   | 84,140           | *                   |
| Michael T. Dugan.....   | 73,979           | *                   |
| Steven B. Schaver.....  | 49,677           | *                   |
| O. Nolan Daines.....  | 5,000            | *                   |
| Raymond L. Friedlob.....  | 6,000            | *                   |
| All Directors and Executive Officers as a Group (11 persons)..... | 1,653,946        | 10.2%               |

- (4) Includes: (i) 1,915 Class A Shares held in EchoStar's 401(k) Employee Savings Plan (the "401(k) Plan"); (ii) the right to acquire 70,489 Class A Shares within 60 days upon the exercise of employee stock options; and (iii) 29,804,401 Class A Shares issuable upon conversion of Mr. Ergen's Class B Shares.
- (5) The percentage of total voting power held by Mr. Ergen is 93.5%, after giving effect to the exercise of the employee stock options, and would be approximately 85.5% after also giving effect to the 110 Acquisition.
- (6) The exact number of Class A Shares issuable to The News Corporation Limited ("News Corporation") and MCI Telecommunications Company ("MCI"), a subsidiary of MCI WORLDCOM, Inc., in connection with the 110 Acquisition will not be determinable until consummation of that transaction. The number of Class A Shares that will be issued is subject to adjustment if the 20 day average closing price of EchoStar's Class A Shares is less than \$15.00 or greater than \$39.00. The 20 day average closing price of EchoStar's Class A Shares as of January 21, 1999 was \$48.23. The following table illustrates, at various prices, the number of Class A Shares issuable to News Corporation and MCI.

| AVERAGE SHARE PRICE | NEWS CORPORATION |                         | MCI       |                         |
|---------------------|------------------|-------------------------|-----------|-------------------------|
|                     | SHARES           | PERCENTAGE OF CLASS (2) | SHARES    | PERCENTAGE OF CLASS (2) |
| \$10.00             | 36,045,000       | 38.6%                   | 8,955,000 | 9.6%                    |
| \$15.00             | 24,030,000       | 30.7%                   | 5,970,000 | 7.6%                    |
| \$39.00             | 24,030,000       | 30.7%                   | 5,970,000 | 7.6%                    |
| \$40.00             | 23,429,250       | 30.2%                   | 5,820,750 | 7.5%                    |
| \$45.00             | 20,826,000       | 28.0%                   | 5,174,000 | 7.0%                    |
| \$50.00             | 18,743,400       | 26.1%                   | 4,656,600 | 6.5%                    |
| \$55.00             | 17,039,455       | 24.5%                   | 4,233,273 | 6.1%                    |
| \$60.00             | 15,619,500       | 23.0%                   | 3,880,500 | 5.7%                    |

- (7) The address of FMR Corp. is 82 Devonshire Street, Boston, Massachusetts 02109.
- (8) The address of Wellington Management Company, LLP is 75 State Street, Boston, Massachusetts 02109.
- (9) The address of AMVESCAP, PLC is 1315 Peachtree Street, N.W., Atlanta, Georgia 30309.
- (10) Includes: (i) 1,915 Class A Shares held in the 401(k) Plan; (ii) the right to acquire 53,340 Class A Shares within 60 days upon the exercise of employee stock options; (iii) 751 Class A Shares held as custodian for his minor children; and (iv) 375,000 Class A Shares controlled by Mr. DeFranco as general partner of a partnership.
- (11) Includes: (i) 1,813 Class A Shares held in the 401(k) Plan; (ii) the right to acquire 74,679 Class A Shares within 60 days upon the exercise of employee stock options; (iii) 166 Class A Shares held as custodian for his minor children; (iv) 3,000 Class A Shares owned by Mr. Moskowitz's spouse; and (v) 1,023 Class A Shares held as trustee for Mr. Ergen's children.

- (12) Includes: (i) 1,853 Class A Shares held in the 401(k) Plan and (ii) the right to acquire 72,125 Class A Shares within 60 days upon the exercise of employee stock options.
- (13) Includes: (i) 1,684 Class A Shares held in the 401(k) Plan and (ii) the right to acquire 47,962 Class A Shares within 60 days upon the exercise of employee stock options.
- (14) Includes the right to acquire 1,000 Class A Shares within 60 days upon the exercise of employee stock options.
- (15) Includes the right to acquire 6,000 Class A Shares within 60 days upon the exercise of employee stock options.
- (16) Includes: (i) 14,486 Class A Shares held in the 401(k) Plan; (ii) the right to acquire 351,395 Class A Shares within 60 days upon the exercise of employee stock options; (iii) 375,000 Class A Shares held in a partnership; (iv) 29,804,401 Class A Shares issuable upon conversion of Class B Shares; (v) 101,023 Class A Shares held in the name of, or in trust for, minor children and other family members; and (vi) 3,947 Class A Shares owned by or jointly with family members.
- (17) Includes 164,508 Class A Shares over which Mr. Ergen has voting power as trustee for the 401(k) Plan. These shares also are beneficially owned through investment power by each individual 401(k) Plan participant. The Class A Shares individually owned by each of the Named Executives through their participation in the 401(k) Plan are included in each respective Named Executive's information above.
- (18) Beneficial ownership percentage was calculated assuming exercise or conversion of all Class B Shares, warrants and employee stock options exercisable within 60 days (collectively, the "Derivative Securities") into Class A Shares by all holders of such Derivative Securities. Assuming exercise or conversion of Derivative Securities by such person, and only by such person, the beneficial ownership of Class A Shares would be as follows: Mr. Ergen, 66.5%; Mr. DeFranco, 7.4%; less than one percent for Mr. Moskowitz, Mr. Dugan, Mr. Schaver, Mr. Daines and Mr. Friedlob; and all Officers and Directors as a group, 67.3%.
- (19) In connection with the 110 Acquisition, Mr. Ergen entered into a voting agreement with News Corporation and MCI pursuant to which News Corporation and MCI have agreed to vote their shares of EchoStar stock in the manner recommended by the Board of Directors of EchoStar for a period of five years following consummation of the 110 Acquisition. Mr. Ergen disclaims beneficial ownership of the shares of Class A Shares to be issued to News Corporation and MCI. See "Proposal No. 1 -- To Approve the Issuance of Class A Shares Pursuant to the Purchase Agreement -- Information About the Purchase Agreement -- Voting Agreement."

PROPOSAL NO. 1 -- TO APPROVE THE ISSUANCE OF CLASS A SHARES PURSUANT TO THE  
PURCHASE AGREEMENT

INTRODUCTION

EchoStar has entered into a Purchase Agreement dated as of November 30, 1998 (the "Purchase Agreement") with News Corporation, American Sky Broadcasting, LLC ("ASkyB") and MCI (together with News Corporation and ASkyB, the "Transferors"). Under the terms of the Purchase Agreement, EchoStar will issue Class A Shares to the Transferors and will acquire, among other things, MCI's license to operate 28 direct broadcast satellite ("DBS") frequencies at the 110DEG. West Longitude orbital slot and two Space Systems/Loral-built satellites, to be

delivered in orbit and currently expected to be launched during 1999. In addition, the parties have agreed to stay litigation stemming from a prior agreement between them. The number of Class A Shares to be issued is subject to adjustment based on the current trading prices of the Class A Shares at the time the 110 Acquisition is consummated. See "Information About the Purchase Agreement -- Number of Shares to be Issued." If the 110 Acquisition had been consummated on January 25, 1999, EchoStar would have been required under the Purchase Agreement to issue 24,258,760 Class A Shares, constituting approximately 31.8% of EchoStar's fully-diluted equity and 7.0% of EchoStar's total voting power. By combining the capacity of the newly acquired satellites at the 110DEG. WL orbital slot with EchoStar's current satellites at 119DEG. WL (which is subject to FCC approval which has been applied for), EchoStar expects that its DISH Network will have the capacity to provide approximately 500 channels of programming, Internet and high-speed data services and HDTV nationwide through a single 18 inch dish, and would be positioned to become a one-dish solution for satellite-delivered local programming to major markets across the United States. EchoStar also expects that its DISH Network will have the capacity to serve Alaska, Hawaii, Puerto Rico and the United States territories in the Caribbean.

Charles W. Ergen, the Chairman, President and Chief Executive Officer of EchoStar, possesses more than 93.5% of the total voting power of EchoStar. Pursuant to the voting agreement described below, Mr. Ergen has agreed to vote in favor of Proposal No. 1. Accordingly, approval of Proposal No. 1 is assured notwithstanding a negative vote by shareholders other than Mr. Ergen.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE FOR APPROVAL OF PROPOSAL NO. 1.

#### BACKGROUND OF THE ACQUISITION

##### PARTIES

EchoStar is a leading provider of DBS programming services in the United States, a significant international supplier of digital satellite receiver systems and a provider of other satellite services. EchoStar commenced its subscription satellite television service, the DISH Network, in March 1996, after the successful launch of its first satellite (EchoStar I) in December 1995. Since that time, EchoStar has launched three additional satellites (EchoStar II, EchoStar III and EchoStar IV) and it now has more operational DBS satellites than any other DBS operator in the United States. As of December 31, 1998, DISH Network had more than 1.9 million subscribers, an increase of approximately 900,000 subscribers in 1998.

EchoStar has authorizations for more United States licensed DBS frequencies than any other DBS competitor, including 21 frequencies at an orbital slot (119DEG. WL) that is capable of providing DBS service to the entire continental United States (known as "full CONUS"). From that orbital slot, EchoStar provides consumers in the continental United States with a choice of approximately 200 channels of digital television programming and CD quality audio programming.

News Corporation is a diversified international communications company, of which K. Rupert Murdoch is chairman and chief executive. ASkyB is a wholly-owned subsidiary of News

Corporation formed for the purpose of developing, owning and operating a DBS television service covering the United States. MCI is a wholly-owned subsidiary of MCI WORLDCOM, Inc. MCI WORLDCOM, Inc. is principally engaged in the provision of domestic and international voice and data communications services.

#### BACKGROUND OF NEGOTIATIONS AND PENDING LITIGATION

During February 1997, EchoStar and News Corporation announced an agreement (the "News Agreement") pursuant to which, among other things, News Corporation agreed to acquire approximately 50% of the outstanding capital stock of EchoStar. News Corporation also agreed to make available for use by EchoStar the DBS permit for 28 frequencies at 110DEG. WL purchased by MCI for more than \$682 million following a 1996 Federal Communications Commission ("FCC") auction. During late April 1997, substantial disagreements arose between the parties regarding their obligations under the News Agreement. Those substantial disagreements led the parties to litigation.

In mid-1997, EchoStar filed a complaint seeking specific performance of the News Agreement and damages, including lost profits. News Corporation filed an answer and counterclaims seeking unspecified damages, denying all of the material allegations and asserting numerous defenses. Discovery commenced on July 3, 1997, and the case was set for trial commencing March 1999.

In connection with the 110 Acquisition, the litigation between EchoStar and News Corporation has been stayed and will be dismissed with prejudice upon closing or if the transaction is terminated for reasons other than the breach by, or failure to fill a condition within the control of, News Corporation or MCI.

#### REGULATORY APPROVALS

The 110 Acquisition is subject to the receipt of regulatory approvals. The Federal Trade Commission and the United States Department of Justice provided "early termination" of Hart-Scott-Rodino antitrust review of the 110 Acquisition on December 16, 1998.

The 110 Acquisition is also conditioned on, among other things, receipt of FCC approval of the assignment of MCI's DBS license for 28 frequency channels at 110DEG. WL. EchoStar has requested FCC approval for the assignment to EchoStar of all FCC authorizations involved in the 110 Acquisition. The United States Department of Justice has filed comments in support of the application. Several parties have opposed the application on various grounds or have requested conditions, including arguing that alien ownership limitations and other broadcast qualification requirements apply, requesting program access conditions with respect to News Corporation's programming and requesting conditions in connection with service to Alaska and Hawaii. EchoStar cannot be sure how the FCC will rule on any of these oppositions or requests. In a 1995 rulemaking, the FCC had imposed a one-time rule which effectively prevented DBS operators from using channels at more than one full CONUS location. If the FCC were to reimpose this rule, EchoStar would not be able to preserve both its requested authorization at 110DEG. WL and its existing licenses at 119DEG. WL. Although EchoStar has vigorously argued in its

application for approval that the FCC need not and should not reimpose that rule, and the Department of Justice took the same view in its comments, EchoStar cannot be sure how the FCC will rule.

The 110 Acquisition, and EchoStar's implementation of its business plan with respect to the acquired assets, may require additional approvals, consents and modifications.

The FCC's alien ownership requirements prohibit aliens from owning or voting more than 25% of the equity interests of certain FCC licensee without specific authorization from the FCC. It is possible that News Corporation, which would be considered an "alien" for this purpose, will acquire more than 25% of EchoStar's equity interests in connection with the 110 Acquisition. See "Equity Security Ownership -- Note (6)." EchoStar does not believe that the alien ownership restriction will be applicable to the 110 Acquisition. If the FCC were to so apply the restriction and the 110 Acquisition could not be restructured, the 110 Acquisition might not be consummated.

#### THE ASSETS TO BE ACQUIRED

Under the Purchase Agreement, EchoStar will obtain MCI's license to operate 28 DBS frequencies at the 110DEG. WL full CONUS orbital location; in-orbit delivery of two Space Systems/Loral-built satellites (described below), currently expected to be launched during 1999; a recently-constructed digital broadcast operations center located in Gilbert, Arizona; a worldwide license agreement to manufacture and distribute set-top boxes internationally using NDS Limited encryption/decoding technology; a commitment by an affiliated entity of News Corporation to purchase from EchoStar Technologies Corporation (a wholly-owned indirect subsidiary of EchoStar) a minimum of 500,000 set-top boxes; and a three-year no fee retransmission consent agreement for EchoStar's DISH Network to rebroadcast Fox Broadcasting Company owned-and-operated local station signals to their respective markets. The Transferors will bear the costs of the construction, launch and insurance of the two Space Systems/Loral-built satellites, including launch insurance and one year of in-orbit service insurance. EchoStar and MCI also agreed that MCI will have the non-exclusive right to bundle DISH Network service with MCI's telephony service offerings on mutually agreeable terms. In addition, EchoStar agreed to carry the Fox News Channel on the DISH Network. EchoStar received standard launch support payments in exchange for carrying the programming.

EchoStar will acquire two DBS satellites if the 110 Acquisition is consummated. EchoStar V and EchoStar VI each are high power Space Systems/Loral Series FS-1300 satellites. EchoStar V is equipped with 32 Ku-band transponders that will operate at approximately 110 watts per channel (switchable to 16 transponders operating at approximately 220 watts per channel). EchoStar VI is also equipped with 32 Ku-band transponders that will operate at approximately 120 watts per channel (switchable to 16 transponders operating at approximately 240 watts per channel). Each transponder is capable of transmitting multiple digital video, audio and data channels. EchoStar V and EchoStar VI each have a minimum design life of 12 years.

The Purchase Agreement provides that EchoStar V and EchoStar VI, which are being manufactured by Space Systems/Loral will be delivered in orbit at no cost to EchoStar. Subject to certain exceptions, the satellite purchase agreement requires delivery of EchoStar V by August 31, 1999 and EchoStar VI in the

fourth quarter of 1999. The satellite purchase agreement requires Space Systems/Loral to pay liquidated damages for delay of \$500,000 for the first day and \$100,000 per day thereafter, capped at \$2,000,000, if EchoStar V is not delivered on time. The agreement provides that no damages will be payable by Space Systems/Loral for late delivery of EchoStar VI.

EchoStar V is expected to be launched during the third quarter of 1999 on an Atlas IIAS launch vehicle. EchoStar VI is expected to be launched during the fourth quarter of 1999 on a Proton K/Block DM four stage launch vehicle. Although there can be no assurance, EchoStar is trying to arrange earlier launch dates for both satellites.

EchoStar plans to contribute the acquired assets to EchoStar Satellite Corporation, one of EchoStar's indirect, wholly-owned subsidiaries, promptly following closing of the 110 Acquisition.

By combining the capacity of the newly acquired assets at the 110DEG. WL orbital slot and EchoStar's current satellites at 119DEG. WL (which is subject to FCC approval which has been applied for), EchoStar expects that its DISH Network will have the capacity to provide approximately 500 channels of programming, Internet and high-speed data services and HDTV nationwide through a single 18 inch dish, and would be positioned to become a one-dish solution for satellite-delivered local programming to major markets across the United States. EchoStar also expects that its DISH Network will have the capacity to serve Alaska, Hawaii, Puerto Rico and the United States territories in the Caribbean.

#### INFORMATION ABOUT THE PURCHASE AGREEMENT

The Purchase Agreement sets forth the principal terms on which the 110 Acquisition will be consummated. The Purchase Agreement contains representations, warranties, covenants and agreements of the parties, and also specifies conditions to the consummation of the 110 Acquisition and terms under which the 110 Acquisition may be terminated or abandoned.

We have outlined the important terms of the Purchase Agreement below. The Purchase Agreement is included as Exhibit A to this Proxy Statement. You should read the entire Purchase Agreement because the description below is only a summary, does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement. The parties have entered or will enter into other agreements in connection with the 110 Acquisition, including a voting agreement and a registration rights agreement. This section also describes the terms of certain of these other agreements.

#### NUMBER OF SHARES TO BE ISSUED

Based on the adjustment described below, if the 110 Acquisition had been consummated on January 25, 1999, EchoStar would have been required under the Purchase Agreement to issue 24,258,760 Class A Shares, constituting approximately 31.8% of EchoStar's fully-diluted equity and 7.0% of EchoStar's total voting power.

The Purchase Agreement provides that EchoStar will transfer an aggregate of 30,000,000 Class A Shares to News Corporation, ASkyB and MCI, with 24,030,000 of these shares issued to ASkyB or a direct or indirect wholly-owned subsidiary of News Corporation designated by ASkyB (the "ASkyB Buyer") and the remaining 5,970,000 shares issued to MCI or a direct or indirect wholly-owned subsidiary of MCI designated by MCI (the "MCI Buyer"). These share amounts will be adjusted according to the average of the daily closing stock prices of the Class A Shares for the 20 business days ending two days prior to the closing date (the "Current Market Value"). If the Current Market Value is less than \$15.00 per share, then EchoStar will issue such number of additional Class A Shares pro rata to each of the ASkyB Buyer and the MCI Buyer that will bring the total Current Market Value of the shares issued to them up to \$450,000,000 (provided that News Corporation, ASkyB and MCI do not collectively own of record or vote shares corresponding to more than 49.9% of the total outstanding voting power of EchoStar). If the Current Market Value is greater than \$39.00 per share, then the total number of shares issued to each of the ASkyB Buyer and the MCI Buyer will be reduced pro rata until the Current Market Value of the shares issued to them is not greater than \$1.17 billion. See "Equity Security Ownership -- Note (6)."

#### COVENANTS

Each of the parties has agreed to give all required notices to third parties (and, in the case of EchoStar, to its stockholders) and to use its best efforts to obtain all required consents in connection with the 110 Acquisition. Each of the parties has agreed to take any additional action that may be necessary, proper or advisable to effect to the fullest extent feasible the consummation of the transactions contemplated by the Purchase Agreement and related agreements in connection with any notices to, filings with and approvals of governmental agencies and third parties that it may be required to give, make or obtain, and shall refrain from taking any action which could reasonably be expected to make less likely that such authorizations, consents and approvals will be given, made or obtained on the terms provided for in the Purchase Agreement.

Each of the Transferors has agreed during the period prior to the closing to use commercially reasonable efforts in the ordinary course of business to preserve the value and utility of the assets to be transferred and the goodwill of its suppliers and others having business relations with it with respect to any assets to be transferred and to perform and observe all terms, conditions and consents under the satellite contracts and all licenses and permits with respect to the assets to be transferred, except where it would not have a material adverse effect on EchoStar's use of such assets or its benefits therefrom. EchoStar has agreed during the period prior to the closing not to issue any common stock at a price less than the Current Market Price (as defined in the Purchase Agreement), except for issuances pursuant to existing rights and options.

The parties have agreed to take all reasonable steps necessary, including the implementation of an alternate agreement that to the fullest extent feasible in light of any regulatory constraint assures the parties as nearly as possible the same economic results as if the transactions contemplated by the Purchase Agreement had occurred as contemplated (with certain exceptions) and would be reasonably expected to not require FCC consent or to result in consent, if required.

The Transferors have agreed that until the date of an order of the FCC (or, in the case of an order of a bureau thereof, the later of October 31, 1999 or five days from the date of such order) which conditionally grants (on material terms unacceptable to EchoStar) or denies the FCC's consent to the assignment of MCI's 110DEG. WL authorizations to EchoStar, they shall not, and shall not authorize or permit any representative, to solicit, initiate, encourage or entertain discussions, inquiries or proposals or participate in any discussions or negotiations for the purpose or with the intention of leading to any proposal or offer from any person which constitutes or concerns, or may reasonably be expected to lead to, any proposal for a merger or other business combination involving any proposal or offer to acquire any portion of the assets to be transferred.

#### INDEMNIFICATION

EchoStar and the Transferors have agreed to indemnify the other for breaches of a representation, warranty, covenant or agreement contained in the Purchase Agreement, provided that the right to indemnification for breach of a representation or warranty will terminate 18 months after the closing of the 110 Acquisition.

#### CONDITIONS TO CLOSING THE 110 ACQUISITION

Both EchoStar's and the Transferors' obligations to consummate the 110 Acquisition are subject to certain conditions. These include (among other things) the absence of injunctions or litigation that would prevent the 110 Acquisition from closing; receipt of necessary regulatory clearance; receipt of all consents required by the other party; execution and delivery by the other party of the registration rights agreement (described below), the litigation settlement and release and certain other contracts; and the accuracy in all material respects of the representations and warranties of the other party.

#### TERMINATION

The parties may terminate the Purchase Agreement at any time prior to the closing by mutual written consent. Either the Transferors or EchoStar may terminate the agreement if (i) by the later of December 31, 1999 and 60 days following the date of an order from an FCC bureau which conditionally approves (on material terms unacceptable to EchoStar) the assignment of the MCI license to EchoStar, the FCC does not release a preliminary approval, or such preliminary approval is so released but does not become a final approval within 30 days thereafter, (ii) within 60 days following the date of an FCC order which conditionally approves (on material terms unacceptable to EchoStar) or denies the assignment of the MCI license to EchoStar, the FCC does not release a preliminary approval, or such preliminary approval is so released but does not become a final approval within 30 days thereafter or (iii) within 60 days following the date of an

FCC order or approval which conditionally approves the assignment of the MCI license to EchoStar, the parties are unable to satisfy a condition (with certain exceptions).

The Transferors or EchoStar may also terminate the Purchase Agreement if the other party is in breach in any material respect of certain of the representations or warranties set forth in the Purchase Agreement. If the breach is curable, the breaching party has 60 days to cure. If the breach is incapable of cure within 60 days and the breaching party has acted reasonably diligently to cure the breach, then the Purchase Agreement will not be terminated, so long as the breach remains subject to cure and the breaching party acts continuously with reasonable diligence in attempting to cure.

If the Purchase Agreement is terminated for any reason other than for breach of a representation or warranty, EchoStar will be required to purchase EchoStar VI from the Transferors, together with related rights, immediately following the later of termination or in-orbit delivery, at a purchase price equal to the actual direct payments made under the satellite contract, and EchoStar will assume all obligations of the Transferors under the satellite contract relating to orbital performance incentives. In the alternative, EchoStar may elect to purchase EchoStar V. If the Purchase Agreement is terminated by the Transferors for breach of EchoStar's representations or warranties, the Transferors may elect to sell either satellite to EchoStar, and if terminated due to the Transferors' breach of their representations or warranties, EchoStar may elect to purchase either satellite.

If the Purchase Agreement is terminated for EchoStar's breach of its representations or warranties or based on the above-specified FCC matters, the Transferors will be entitled to file a litigation settlement and release with respect to the stated litigation, except that if so terminated because of an FCC order or approval which contains a condition within the control of the Transferors, and such condition is not satisfied, the litigation will not be dismissed.

#### RESTRICTIONS ON TRANSFER

The Purchase Agreement restricts transfer of the Class A Shares to be issued in connection with the 110 Acquisition. The Purchase Agreement provides, among other things, that the Transferors may not transfer more than 10% of the shares issued at the closing until all amounts due under the satellite contract have been paid or prepaid. The Purchase Agreement also provides that for two years after closing, the Transferors may not transfer to third parties more than one-third of the shares issued to them during each 365-day period. However, shares permitted to be sold during the first 365-day period but not sold may be added to the amounts permitted to be sold during the second such period, and the Transferors will be permitted to sell shares in a firm underwritten offering registered under the Securities Act of 1933, as amended, in an amount not to exceed (i) the difference between 50% of the shares issued to the Transferors and the number of shares disposed of during the first 365-day period or (ii) the difference between 80% of the shares issued to the Transferors and the number of shares sold during the first and second 365-day periods.

#### CLOSING DATE

The Purchase Agreement provides that the closing of the 110 Acquisition will take place on the fifth business day following the satisfaction or waiver of all conditions or obligations of the parties to consummate the transactions contemplated by the Purchase Agreement, or such other date as the parties mutually determine.

#### REGISTRATION RIGHTS AGREEMENT

As a condition to consummation of the 110 Acquisition, EchoStar will enter into a registration rights agreement pursuant to which it will agree to register the Class A Shares issuable pursuant to the Purchase Agreement and use its best efforts to cause such registration statement to become effective as soon as reasonably practicable and, in any event, within 90 days following the closing date. In addition, EchoStar will grant the Transferors demand registration rights that are exercisable if EchoStar becomes and remains ineligible to use Form S-3 for a period of 30 days and for a period of five years after consummation of the 110 Acquisition, "piggyback" registration rights covering resale of the Class A Shares issued pursuant to the Purchase Agreement.

#### VOTING AGREEMENT

In connection with the Purchase Agreement, each of the parties thereto and Charles W. Ergen, Chairman, President and Chief Executive Officer of EchoStar, entered into a voting agreement dated as of November 30, 1998. Pursuant to the voting agreement, Mr. Ergen agreed to vote any shares owned by him in favor of the Purchase Agreement and the transactions contemplated thereby. Mr. Ergen also agreed not to reduce his voting power in EchoStar to 50% or less until the shareholders of EchoStar approve the Purchase Agreement and the transactions contemplated thereby. Also pursuant to the voting agreement, each of MCI and News Corporation agreed that for a period of five years after the closing of the transactions contemplated by the Purchase Agreement, neither it nor its affiliates will (i) attempt to influence the voting of EchoStar securities (such as through a solicitation of proxies or an election contest); (ii) participate in any way in a "group" within the meaning of section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") with respect to EchoStar securities; (iii) otherwise act to control or influence the management, Board of Directors or affairs of EchoStar or its affiliates or seek to effectuate a business combination or similar transaction with respect to EchoStar or its affiliates; (iv) deposit the securities of EchoStar in a voting trust or similar arrangement; (v) initiate or propose, or induce another to initiate or propose, a tender offer or shareholder proposal with respect to EchoStar or its affiliates; or (vi) enter into any negotiation, arrangement or understanding with any third party with respect to any of the above.

Also, pursuant to the voting agreement, each of MCI and News Corporation has agreed that for a period of five years after the closing of the transactions contemplated by the Purchase Agreement, it will, and will cause its subsidiaries and affiliates to, (i) with respect to the election of directors of EchoStar, vote as recommended by the Board of Directors of EchoStar; and (ii) with respect to any other stockholder action, either vote as recommended by the Board of Directors or abstain, except that such restrictions in (ii) will not apply to actions which would discriminate against the holders of EchoStar's Class A Shares relative to holders of any other class of EchoStar's equity

securities or News Corporation or MCI relative to any other holder of EchoStar's equity securities.

#### EFFECTS OF ADOPTION OF THE PROPOSAL

Mr. Ergen has agreed in the voting agreement to vote in favor of the proposal to issue Class A Shares. Accordingly, approval of the proposal is assured notwithstanding a negative vote by stockholders other than Mr. Ergen.

The successful passage of the proposal will result in a large increase in the amount of EchoStar's Class A Shares issued and outstanding. This increase will result in the immediate dilution of the percentage interests of EchoStar's Class A Shares currently outstanding. Adoption of the proposal will also affect the exercise of EchoStar's voting power. See "--Voting Power."

#### SHAREHOLDER RIGHTS

No holders of EchoStar stock have any preemptive rights relating to the proposed issuance of Class A Shares. Dissenting shareholders also will not have appraisal rights.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE FOR APPROVAL OF PROPOSAL NO. 1.

#### PROPOSAL 2 -- TO AMEND THE ARTICLES TO CLARIFY CERTAIN VOTING PROVISIONS

The voting provisions of EchoStar's Bylaws provide that if a quorum is present at a shareholder meeting, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter constitutes the act of the shareholders. The Articles provide that "[n]otwithstanding any provision contained in the [Nevada Law] requiring the vote of shares of two-thirds of the voting power of the Corporation to take action, absent a provision contained herein to the contrary, the affirmative vote of a majority of the voting power shall be the act of the shareholders." The Board of Directors believes that this provision of the Articles was intended solely to reduce the burden of supermajority voting requirements under Nevada law (which would apply to enumerated extraordinary corporate actions), and not to replace the ordinary voting provisions set forth in the Bylaws with a more onerous standard.

To clarify this intention, the Board of Directors proposes to amend the Articles to add a voting provision parallel to that set forth in the Bylaws. The form of the proposed amendment is set forth as Exhibit B to this Proxy Statement. Given that the purpose of the amendment is to clarify the provisions of the Articles, the Board of Directors does not view the proposed amendment as having a substantial effect on the interests of shareholders.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE FOR APPROVAL OF PROPOSAL NO. 2.

CAPITALIZATION

On January 25, 1999, EchoStar DBS Corporation, EchoStar's wholly-owned subsidiary, consummated an offering of \$375,000,000 principal amount of its 9 1/4 % Senior Notes due 2006 and \$1,625,000,000 principal amount of its 9 3/8% Senior Notes due 2009 (the "Offering"). Concurrently with the consummation of the Offering, EchoStar consummated tender offers for EchoStar DBS Corporation's 12 1/2% Senior Secured Notes due 2002 (the "1997 Notes"), DISH Ltd.'s 12 7/8% Senior Secured Discount Notes due 2004 (the "1994 Notes") and EchoStar Satellite Broadcasting Corporation's 13 1/8% Senior Secured Discount Notes due 2004 (the "1996 Notes"), pursuant to which more than 99% of the outstanding notes of each such series were retired. In addition, on February ,1999, EchoStar consummated a tender offer for its 12 1/8% Senior Preferred Exchange Notes (the "Preferred Exchange Notes"), which EchoStar had recently exchanged for its 12 1/8% Series B Senior Redeemable Exchangeable Preferred Stock due 2004 (the "Series B Preferred").

The following table sets forth: (i) the consolidated capitalization of EchoStar, on a historical basis as of September 30, 1998, and (ii) the consolidated capitalization of EchoStar on an adjusted basis assuming consummation of the 110 Acquisition and giving effect to the Offering and the application of the net proceeds thereof pursuant to the terms of the Tender Offers. The historical information in this table is derived from the Consolidated Financial Statements of the Company, and should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements and the notes incorporated by reference herein.

|   | AS OF SEPTEMBER 30, 1998      |                  |
|---|-------------------------------|------------------|
|   | ACTUAL                        | AS ADJUSTED      |
|   | (IN THOUSANDS)<br>(UNAUDITED) |                  |
| Cash, cash equivalents, and marketable investment securities.....   | \$ 361,404                    | \$ 391,040       |
| Restricted cash and marketable investment securities.....   | 76,583                        | - (1)            |
|   | -----                         | -----            |
| Total cash, cash equivalents, and marketable investment securities  | 437,987                       | 391,040 (2)      |
|   | -----                         | -----            |
| Total assets  | \$1,814,293                   | \$ 2,939,155 (2) |
|   | -----                         | -----            |
| Long-term debt (net of current portion):  |                               |                  |
| Mortgages and notes payable.....  | \$ 49,548                     | \$ 49,548        |
| 1994 Notes.....   | 552,776                       | -                |
| 1996 Notes.....   | 481,966                       | -                |
| 1997 Notes.....   | 375,000                       | -                |
| 9 1/4% Senior Notes due 2006.....   | -                             | 375,000          |
| 9 3/8% Senior Notes due 2009.....   | -                             | 1,625,000        |
|   | -----                         | -----            |
| Total long-term debt.....   | 1,459,290                     | 2,049,548        |
| 12 1/8% Series B Senior Redeemable Exchangeable Preferred Stock, \$.01 par value, none and 900,000 shares authorized, respectively; none, 218,673 and 0 shares issued and outstanding, respectively; subject to mandatory redemption on July 1, 2004 at a price of \$1,000 per share plus all accumulated and unpaid dividends..... | 219,016                       | -                |
| Stockholder's Equity (Deficit):   |                               |                  |
| Preferred Stock, 20,000,000 shares authorized (inclusive of 900,00 shares designated as Series B Preferred Stock, see Note 8):  |                               |                  |
| 8% Series A Cumulative Preferred Stock, 1,616,681 shares issued and outstanding, including cumulative accrued dividends of \$5,454.....   | 20,506                        | -                |
| 63/4% Series C Cumulative Convertible Preferred Stock, none and   | 106,803                       | 106,803          |

|  |             |                 |
|--|-------------|-----------------|
| 2,300,000 shares issued and outstanding.....   |             |                 |
| Class A Common Stock, \$.01 par value, 200,000,000 shares<br>authorized, 15,224,396 and 39,483,156 shares issued and<br>outstanding, respectively..... | 152         | 395             |
| Class B Common Stock, \$.01 par value, 100,000,000 shares<br>authorized, 29,804,401 shares issued and outstanding.....                                 | 298         | 298             |
| Class C Common Stock, \$.01 par value, 100,000,000 shares<br>authorized, none outstanding.....   | -           | -               |
| Common Stock Warrants.....   | 12          | 12              |
| Additional paid-in capital.....  | 230,295     | 1,400,052 (3)   |
| Accumulated deficit.....   | (610,599)   | (1,006,473) (4) |
|  | -----       | -----           |
| Total stockholders' equity (deficit).....  | (252,533)   | 501,087         |
|  | -----       | -----           |
| Total capitalization.....  | \$1,206,757 | \$ 2,550,635    |
|  | -----       | -----           |

- 
- (1) Restrictions on cash held in escrow under the terms of indentures have been or, in the case of the Preferred Exchange Notes, will be removed upon the prepayment of the applicable notes. The restricted cash balances as of September 30, 1998 have been reclassified and included in the "as adjusted" amount of cash, cash equivalents and marketable investment securities.
  - (2) The increase in the Company's total assets includes \$1.17 billion of assets to be acquired by EchoStar pursuant to the 110 Acquisition offset by an approximately \$46.9 decrease in total cash, cash equivalents and marketable investment securities as a result of the Tender Offers and EchoStar's redemption on February 2, 1999 of all of its outstanding Series A Cumulative Preferred Stock (the "Series A Preferred").
  - (3) The increase in the Company's additional paid-in capital consists of the additional assets valued at \$1.17 billion, to be acquired by EchoStar in the 110 Acquisition. Based on the 20-day average closing price of EchoStar's Class A Shares as of January 21, 1999, EchoStar would issue 24,258,760 to consummate the 110 Acquisition. See "Equity Security Ownership - Note (6)."
  - (4) The increase in accumulated deficit results from (a) interest expense of approximately \$49.5 million from September 30, 1998 through January 25, 1999, the date of consummation of the Tender Offers (other than with respect to the Preferred Exchange Notes) and debt to be repurchased and paid, (b) dividends on the Series B Preferred Stock for the period between January 1, 1999 and January 4, 1999 (the date on which the Series B Preferred Stock was exchanged into Preferred Exchange Notes) and interest expense on the Preferred Exchange Notes for the period between January 4, 1999 and February 2, 1999 (the assumed closing date of that Tender Offer) totaling approximately \$10.3 million, (c) approximately \$67.4 million to redeem the Series A Preferred Stock and (d) the estimated extraordinary loss of approximately \$268.7 million that EchoStar expects to report in 1999 upon the early retirement of the notes pursuant to the Tender Offers.

#### INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by EchoStar (File No. 0-26176) with the Securities and Exchange Commission are incorporated herein by reference:

- (a) its Annual Report on Form 10-K for the fiscal year ended December 31, 1997;
- (b) its Quarterly Reports on Form 10-Q for the periods ended March 31, 1998, June 30, 1998 and September 30, 1998; and
- (c) its Current Reports on Form 8-K filed with the SEC on December 1, 1998, December 24, 1998 and January 5, 1999.

All documents filed by EchoStar pursuant to Section 13(a) , 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Proxy Statement and prior to the date of the Special Meeting shall be deemed to be incorporated by reference in this Proxy Statement and to be part hereof from the date of filing of such documents. All information appearing in this Proxy Statement is qualified in this entirety by the information and financial statements (including notes thereto) appearing in the documents incorporated by reference herein.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be modified or superseded, for purposes of this Proxy Statement, to the extent that a statement contained herein or in any subsequently filed document that is deemed to be incorporated herein modifies or supersedes any such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Proxy Statement.

THIS PROXY STATEMENT INCORPORATES DOCUMENTS BY REFERENCE THAT ARE NOT PRESENTED HEREIN OR DELIVERED HERewith. ECHOSTAR HEREBY UNDERTAKES TO PROVIDE WITHOUT CHARGE TO EACH PERSON, INCLUDING ANY BENEFICIAL OWNER, TO WHOM A COPY OF THIS PROXY STATEMENT HAS BEEN DELIVERED, ON WRITTEN OR ORAL REQUEST OF ANY SUCH PERSON, A COPY OF ANY AND ALL OF THE DOCUMENTS REFERRED TO ABOVE THAT HAVE BEEN OR MAY BE INCORPORATED INTO THIS PROXY STATEMENT BY REFERENCE, OTHER THAN EXHIBITS TO SUCH DOCUMENTS (UNLESS SUCH EXHIBITS ARE SPECIFICALLY INCORPORATED BY REFERENCE INTO SUCH DOCUMENTS). THESE DOCUMENTS ARE AVAILABLE UPON REQUEST FROM ECHOSTAR COMMUNICATIONS CORPORATION, 5701 SOUTH SANTA FE DRIVE, LITTLETON, COLORADO 80120, ATTENTION: DAVID K. MOSKOWITZ, FACSIMILE NUMBER (303) 723-1699. IN ORDER TO ENSURE TIMELY DELIVERY OF THE DOCUMENTS, ANY REQUEST SHOULD BE RECEIVED BY FEBRUARY , 1999.

#### WHERE TO GET ADDITIONAL INFORMATION

EchoStar files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any reports, statements or other information EchoStar files at the SEC's public reference rooms in Washington, D.C., New York, New York and Chicago, Illinois. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. The SEC filings of EchoStar are also available to the public from commercial document retrieval services and on the Internet through the website maintained by the SEC at "<http://www.sec.gov>." EchoStar Class A Shares are traded on the NASDAQ National Market System and reports and other information concerning EchoStar can also be inspected at the NASDAQ National Market Exchange, 1735 K Street, N.W., Washington, D.C. 20546.

#### COST OF PROXY STATEMENT

The cost of the solicitation of proxies will be borne by EchoStar. In addition to the use of the mails, proxies may be solicited personally, by telephone or by a few regular employees of EchoStar without additional compensation. EchoStar does not expect to pay any compensation

for the solicitation of proxies but will reimburse brokerage firms, custodians, nominees, fiduciaries and other persons holding stock in their names, or in the names of nominees, at approved rates, for their expenses in forwarding proxy material to beneficial owners of securities held of record by such persons and obtaining their proxies.

SUBMISSION OF SHAREHOLDER PROPOSALS  
FOR 1999 ANNUAL MEETING

Proposals of shareholders intended to be submitted at the 1999 Annual Meeting of Shareholders were required to have been received by EchoStar at the above address no later than December 30, 1998 to be eligible for inclusion in EchoStar's proxy statement and the accompanying proxy for such meeting.

OTHER BUSINESS

The Board of Directors knows of no other business that will be presented to the Special Meeting of Shareholders other than that which is set forth in this Proxy Statement.

FORWARD-LOOKING STATEMENTS

All statements contained herein, as well as statements made in press releases and oral statements that may be made by EchoStar or by officers, directors or employees of EchoStar acting on its behalf, that are not statements of historical fact constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that could cause the actual results of EchoStar to be materially differently from historical results or from any future results expressed or implied by such forward-looking statements. Among the factors that could cause actual results to differ materially are the following: a total or partial loss of a satellite due to operational failures, space debris or otherwise; a decrease in sales of digital equipment and related services to international service providers; a decrease in DISH Network subscriber growth; an increase in subscriber acquisition costs; impediments to the retransmission of local or distant broadcast network signals; lower than expected demand for EchoStar's delivery of local broadcast network signals; an unexpected business interruption due to the failure of third parties to remediate year 2000 issues; the inability of EchoStar to retain or obtain necessary authorizations from the FCC; an increase in competition from cable, DBS, other satellite system operators and other providers of subscription television services; the introduction of new technologies and competitors into the subscription television business; a merger of existing DBS competitors; a change in the regulations governing the subscription television service industry; the outcome of any litigation in which EchoStar or its subsidiaries may be involved; failure to consummate the 110 Acquisition pursuant to the Purchase Agreement or the failure of the satellites to be acquired to be successfully launched or to become operational, or a delay in such launch or operation; general business and economic conditions; and other risk factors described from time to time in reports filed with the Securities and Exchange Commission by EchoStar. In addition to statements that explicitly describe such risks and uncertainties, readers are urged to consider statements that include the terms "believes," "belief," "expects," "plans," "anticipates," "intends" or the like to be uncertain and forward-looking. All cautionary statements made herein should be read as being applicable to all forward-looking

statements where they appear. In this connection, investors should consider the risks described herein.

By Order of the Board of Directors

DAVID K. MOSKOWITZ  
SENIOR VICE PRESIDENT, GENERAL COUNSEL,  
CORPORATE SECRETARY AND DIRECTOR

EXHIBIT A Purchase Agreement dated as of November 30, 1998, by and among American Sky Broadcasting, LLC, The News Corporation Limited, MCI Telecommunications Corporation and EchoStar Communications Corporation.

EXHIBIT B Form of Certificate of Amendment of the Amended and Restated Articles of Incorporation of EchoStar Communications Corporation.

EXHIBIT A

PURCHASE AGREEMENT

dated as of

November 30, 1998

by and among

AMERICAN SKY BROADCASTING, LLC,

THE NEWS CORPORATION LIMITED,

MCI TELECOMMUNICATIONS CORPORATION

and

ECHOSTAR COMMUNICATIONS CORPORATION

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| 4(j)        | Litigation                        |
| 4(k)        | Legal Compliance                  |
| 4(l)(i)     | FCC Matters                       |
| 4(l)(ii)    | Earth Station Authorizations      |
| 4(l)(v)     | Insurance Policies                |
| 6(a)(ii)    | Consents                          |
| 6(b)(ii)    | Consents                          |

## Exhibits

|   |   |
|---|---|
| A | Components License Agreement            |
| B | Fox News Channel Affiliation Agreement  |
| C | Registration Rights Agreement           |
| D | Retransmission Consent Agreement        |
| E | Settlement Agreement and Mutual Release |
| F | Set Top Box Agreement                   |
| G | Voting Agreement                        |
| H | Abeyance Stipulation                    |
| I | Special Warranty Deed                   |

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of November 30, 1998, by and among American Sky Broadcasting, LLC, a limited liability company organized under the laws of the State of Delaware ("ASkyB"); The News Corporation Limited, a corporation organized under the laws of South Australia ("News Corporation"); MCI Telecommunications Corporation, a corporation organized under the laws of the State of Delaware ("MCI"); and EchoStar Communications Corporation, a corporation organized under the laws of the State of Nevada ("Seller"). ASkyB, News Corporation and MCI are referred to collectively herein as the "Transferors." ASkyB, News Corporation, MCI and Seller are referred to collectively herein as the "Parties."

### RECITALS

WHEREAS, the Transferors own certain assets relating to the direct broadcast satellite ("DBS") business;

WHEREAS, the Transferors desire to dispose of such assets, and Seller desires to acquire such assets; and

WHEREAS, the Transferors have agreed to transfer such assets to Seller (or one or more direct or indirect wholly owned Subsidiaries of Seller) in consideration for, among other things, shares of Seller's Class A Common Stock, par value \$.01 per share ("Class A Common Stock"), upon the terms and subject to the conditions set forth herein

NOW, THEREFORE, in consideration of the premises and the respective promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

#### 1. Definitions.

"Acceptable Alternative Arrangement" means any arrangement satisfactory to Seller and its counsel and to the Transferors and their respective counsel that: (a) to the fullest extent feasible in light of any regulatory constraint assures the Parties as nearly as possible the same economic results as if the transactions contemplated by this Agreement and the Collateral Agreements had occurred as contemplated herein and therein; provided, however, that no Party shall be obligated to enter into any such arrangement which would require it to make expenditures or dispose of assets in excess of the amount of expenditures or assets contemplated by this Agreement and the Collateral Agreements unless compensated for such arrangement; (b) would, in the reasonable judgment of Seller and the Transferors, be reasonably expected either not to require FCC consent or to result in such consent, if required; and (c) would, in the reasonable judgment of Seller and the Transferors, be reasonably expected to result in clearance of the arrangement by the relevant antitrust enforcement agencies, if required.

"Affiliate" means any person or entity controlling, controlled by, or under common control with, an entity. Control of any entity shall mean the possession, direct or indirect, of the powers to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"ASkyB Buyer" has the meaning set forth in Section 2(a)(i)(A) hereof.

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could reasonably form the basis for any specified consequence.

"Bureau Order" means an order released by a bureau or other division or subdivision of the FCC under delegated authority which conditionally grants (and such condition is a Material Condition which is unacceptable to Seller) the FCC's consent to the assignment of the MCI FCC License to Seller or Newco.

"Collateral Agreements" means the Registration Rights Agreement, the Fox News Channel Affiliation Agreement, the Settlement and Mutual Release Agreement, the Components License Agreement, the Retransmission Consent

Agreement, the Set Top Box Agreement and the Voting Agreement.

"Communications Act" means the federal Communications Act of 1934, as amended.

"Components License Agreement" means the Components License for NDS MPEG 2, DVB Conformant Digital Receivers, to be entered into by and between NDS Limited and EchoStar Technologies Corporation, containing the terms and conditions set forth in Exhibit A annexed hereto.

"Current Market Price" means the average of the daily closing prices per share of Class A Common Stock for the 20 trading days ending on (a) with respect to Section 2(a)(ii), the date that is two trading days prior to the Closing Date; (b) with respect to Section 5(c)(i)(B), the date on which Seller enters the contract governing the purchase in question; provided, however that if such contract provides for a price which, whether or not so specified, was based on the price reported on a national securities exchange at the time of negotiation of the business arrangement or the execution of the agreement, then Current Market Price means the price so provided; and provided further, that in the case of shares issued pursuant to Seller's Employee Stock Purchase Plan, Current Market Price means 85% of the closing price of Class A Common Stock on the last business day of each calendar quarter in which shares were deemed sold under such plan; and (c) with respect to 5(c)(i)(C), the date of the issuance or grant of the rights, options or warrants in question. The closing price for each day shall be the last reported sales price regular way or, in case no such reported sale takes place on such day, the closing bid price regular way, in either case on the principal national securities exchange (including, for purposes hereof, The Nasdaq National Market ("Nasdaq")) on which the Class A Common Stock is listed or admitted to trading or, if the Class A Common Stock is not listed or admitted to trading on any national securities exchange, the highest reported bid price for the Class A Common Stock as furnished by the National Association of Securities Dealers, Inc. through Nasdaq or a similar organization if Nasdaq is no longer reporting such information. If on any such date the Class A Common Stock is not listed or admitted to trading on any national securities exchange and is not quoted by Nasdaq or any similar organization, the fair value of a share of Class A Common Stock on such date, as determined in good faith by the Board of Directors of Seller, whose determination shall be conclusive absent manifest error, shall be used.

"Damages" means all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, diminution in value, obligations, Taxes, liens, losses, expenses, and fees, including all attorneys' fees and court costs, whether or not arising out of a claim by a third party.

"Earth Station Facilities" means (a) the six earth station facilities located on the Gilbert Property and corresponding to the Earth Station Authorizations, and (b) the six additional 6.1 meter receive-only earth station facilities also located on the Gilbert Property, with respect to which there has been no FCC registration.

"Environmental Laws" means all foreign, federal, state and local laws, statutes, ordinances, rules and regulations, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any permits issued thereunder, relating to the protection of human health and safety, the environment, or hazardous or toxic substances or wastes, pollutants or contaminants.

"FCC" means the Federal Communications Commission and any successor agency thereto.

"FCC Approval" means an order released by the FCC (and not by a bureau or other division or subdivision thereof pursuant to delegated authority) which is in full force and effect and has not been reversed, reconsidered, stayed, enjoined, set aside, annulled or suspended, and the thirty (30) day period for any such action on the FCC's own motion has expired, and which grants, or conditionally grants (other than subject to a Material Condition which is unacceptable to Seller), the FCC's consent to the assignment of the MCI FCC License to Seller or Newco; provided, however, that timely rejection of an FCC order by Seller or Newco shall not affect the status of such order as an FCC Approval.

"FCC Order" means an order released by the FCC (and not by a bureau or other division or subdivision thereof pursuant to delegated authority)

which is in full force and effect and has not been reversed, reconsidered, stayed, enjoined, set aside, annulled or suspended, and the thirty (30) day period for any such action on the FCC's own motion has expired, and which conditionally grants (and such condition is a Material Condition which is unacceptable to Seller) or denies the FCC's consent to the assignment of the MCI FCC License to Seller or Newco; provided, however, that timely rejection of an FCC order by Seller or Newco shall not affect the status of such order as an FCC Order.

"Fox News Channel Affiliation Agreement" means the Fox News Channel Affiliation Agreement, entered into by and between EchoStar Satellite Corporation and Fox News Network, LLC as of the date hereof, annexed as Exhibit B hereto.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Hart-Scott-Rodino Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Intellectual Property" means all (a) patents, patent applications, patent disclosures and improvements thereto, (b) trademarks, service marks, trade dress, logos, trade names and corporate names and registrations and applications for registration thereof, (c) copyrights and registrations and applications for registration thereof, (d) mask works and registrations and applications for registration thereof, (e) computer software, data and documentation, (f) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

"Knowledge" means actual knowledge after reasonable inquiry and investigation.

"Liability" means any liability or obligation of any nature (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"LIBOR Rate" means relative to any interest period, the rate of interest determined as follows: (a) on the interest determination date, the lending party shall obtain the offered quotation(s) that appear on the Reuter's Screen for Dollar deposits for a period comparable to such interest period. If at least two such offered quotations appear on the Reuter's Screen, the LIBOR Rate shall be the arithmetic average (rounded upwards, if necessary to the nearest 1/16th of 1%) of such offered quotations, as determined by the lending party; or (b) if the Reuter's Screen is not available or has been discontinued, the LIBOR Rate shall be the rate per annum which the lending party in good faith determines to be the arithmetic average (rounded as aforesaid) of the offered quotations for Dollar deposits in an amount comparable to the lending party's share of the relevant amount in respect of which the LIBOR Rate is being determined for a period comparable to the relevant LIBOR Interest Period that lending banks in New York City selected by the lending party are quoting at 11:00 A.M. on the interest determination date in New York Interbank Market to major international banks.

"Liens" means, with respect to any property or assets, any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien, charge, easement, encumbrance, preference, priority or other security agreement or preferential arrangement of any kind or nature with respect to such property or assets (including, without limitation, any conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing).

"Material Condition" has the meaning set forth in Section 5(d) hereof.

"MCI Buyer" has the meaning set forth in Section 2(a)(i)(B) hereof.

"MCI FCC License" means MCI's FCC authorization to construct, launch and operate satellites in the Direct Broadcast Satellite Service

operating over 28 frequency channels at the 110(0) West Longitude orbital location (FCC DA 96-2165, released December 20, 1996).

"Newco" has the meaning set forth in Section 2(b) hereof.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Person" means an individual, partnership, trust, corporation, joint venture, limited liability company, association, government bureau or agency or other entity of whatever kind or nature.

"Preliminary FCC Approval" means an order released by the FCC (and not by a bureau or other division or subdivision thereof pursuant to delegated authority) which grants, or conditionally grants (other than subject to a Material Condition which is unacceptable to Seller), the FCC's consent to the assignment of the MCI FCC License to Seller or Newco.

"Registration Rights Agreement," means the Registration Rights Agreement to be entered into by and among Seller, MCI (or a direct or indirect wholly-owned subsidiary of MCI) and ASkyB (or a direct or indirect wholly-owned subsidiary of News Corporation), in the form of Exhibit C annexed hereto.

"Regulatory Provisions" means all applicable requirements of the Communications Act and the published policies, rules, decisions, and regulations of the FCC as amended from time to time.

"Requisite Corporate Approvals" means the approval of Seller's Board of Directors and its stockholders and, if applicable, the Board of Directors of any Subsidiary of Seller required pursuant to applicable law with respect to the authorization of Seller or such Subsidiary to execute and deliver this Agreement and the Collateral Agreements to which it is a party and to perform the transactions contemplated hereby and thereby.

"Retransmission Consent Agreement" means the Retransmission Consent Agreement, to be entered into by and between Fox Television Holdings, Inc. and Seller, in the form of Exhibit D annexed hereto.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Security Interest" means any mortgage, pledge, security interest, encumbrance, charge, or other lien, other than (a) liens arising under worker's compensation, unemployment insurance, social security, retirement, and similar legislation, (b) liens on goods in transit incurred pursuant to documentary letters of credit, and (c) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money, the extension of credit or default or potential default of money owed.

"Seller Material Adverse Effect" means a material adverse effect on the business, assets, operations, prospects or condition (financial or otherwise) of the Seller and its Subsidiaries, taken as a whole, excluding any change or development resulting from (a) events adversely affecting any of the principal markets served by the business of Seller or (b) general economic conditions, including changes in the economies of any of the jurisdictions in which Seller or any of its Subsidiaries conduct business.

"Settlement Agreement and Mutual Release" means the Settlement Agreement and Mutual Release, to be entered into by and among Seller, Charles W. Ergen, News Corporation and ASkyB, in the form of Exhibit E annexed hereto.

"Set Top Box Agreement" means the Development and Supply Agreement for Set Top Boxes, to be entered into by and between Seller and a DBS company in which News Corporation has an interest, containing the terms and conditions set forth in Exhibit F annexed hereto.

"Significant Subsidiary" means any Subsidiary of Seller that (i) falls within the definition of "significant subsidiary" set forth in Rule 1-02 of Regulation S-X under the Securities Act, (ii) is subject to the periodic reporting requirements of the Securities Exchange Act or (iii) is, or becomes, a party to this Agreement or any of the Collateral Agreements.

"Subsidiary" of a specified Person means any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the Board of Directors or other Persons performing similar functions are directly or indirectly owned by such Person.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code ss. 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, however denominated, including any interest, penalty, or addition thereto, whether disputed or not.

"Transferred Asset Material Adverse Effect" means a material adverse effect on the use by or benefit to Seller of any of the Transferred Assets, excluding any change or development resulting from (a) events adversely affecting any of the principal markets served by the businesses of Seller or any of its Subsidiaries, or (b) general economic conditions, including changes in the economies of any of the jurisdictions in which Seller or any of its Subsidiaries conduct business.

"U.S. Satellite Business" means any proposed or ongoing uses of communications satellites to provide direct-to-home (including hotels, motels, bars, restaurants, multiple dwelling units and other similar uses) video and associated audio programming services using FSS/BSS frequencies directly to the antennas or other reception equipment of customers or subscribers of such business activity principally in the United States, or to multiple dwelling units comprising such customers or subscribers.

"Voting Agreement" means the letter agreement entered into by and among Charles W. Ergen, Seller, MCI, News Corporation and ASkyB, as of the date hereof, annexed as Exhibit G hereto.

## 2. Purchase and Sale

### (a) Shares to be Purchased by the Transferors

(i) At the Closing (as hereinafter defined), upon the terms and subject to the conditions set forth in this Agreement, the Transferors agree to purchase from Seller, and Seller agrees to issue and sell to the Transferors, an aggregate of 30,000,000 shares (the "Shares") of Seller's Class A Common Stock, subject to adjustment (x) for any stock split, stock dividend, subdivision or combination of the Common Stock (as hereinafter defined) or any other action having a similar effect on the Common Stock, and (y) as set forth in Section 2(a)(ii) below, as follows:

(A) 24,030,000 shares of Class A Common Stock shall be issued and sold to ASkyB or a direct or indirect wholly-owned Subsidiary of News Corporation designated by ASkyB (the "ASkyB Buyer"); and

(B) 5,970,000 shares of Class A Common Stock shall be issued and sold to MCI or a direct or indirect wholly-owned Subsidiary of MCI designated by MCI (the "MCI Buyer").

(ii) The number of shares of Common Stock issuable to the ASkyB Buyer and the MCI Buyer pursuant to Section 2(a)(i) shall be subject to adjustment as follows: (A) if the Current Market Price is less than \$15.00 per share (subject to adjustment for any stock split, stock dividend, subdivision or combination of the Common Stock or any change in corporate structure affecting the Common Stock), then Seller shall issue such number of additional shares of Common Stock to the ASkyB Buyer and the MCI Buyer, on a pro rata basis, so that the total market value of the Shares issued to them (based on such Current Market Price) is not less than \$450,000,000; provided, however, that in no event shall the Transferors collectively own of record or vote shares corresponding to more than 49.9% of the total outstanding voting power of Seller or more voting power of Seller than all other shareholders of Seller; or (B) if the Current Market Price is greater than \$39.00 per share (subject to adjustment for any stock split, stock dividend, subdivision or combination of the Common Stock or any change in corporate structure affecting the Common Stock), then the number of Shares issued to the ASkyB Buyer and the MCI Buyer shall be reduced, on a pro rata basis, so that the total market value of the Shares issued

to them (based on such Current Market Price) is not greater than \$1,170,000,000.

(b) Assets to be Transferred to Seller. At the Closing, upon the terms and subject to the conditions set forth in this Agreement, and in consideration for the Shares to be purchased by the Transferors hereunder, each of the Transferors agrees to assign, transfer and convey to Seller, or, at Seller's option, one or more direct or indirect wholly owned Subsidiaries of Seller (collectively, "Newco") all of its right, title and interest in and to the specified assets set forth below (collectively, the "Transferred Assets"):

(i) Gilbert Property. ASkyB shall transfer and convey to Seller or Newco all of its right, title and interest in and to certain real property located in Gilbert, Arizona, as more particularly described in Section 2(b)(i)(I) of the Transferor Disclosure Schedule (as hereinafter defined), and all improvements thereon, including, without limitation, (A) all buildings, Earth Station Facilities and other structures, (B) the fixtures, furniture and equipment described in Section 2(b)(i)(II) of the Transferor Disclosure Schedule, and all instruction manuals and other personal property (including all warranties associated therewith), and (C) keys to such property, to the extent the foregoing are owned by the Transferors (the "Gilbert Property").

(ii) Gilbert Contracts. ASkyB shall assign all of its right, title and interest in and to all maintenance and equipment contracts entered into with respect to the Gilbert Property, including all warranties set forth therein (collectively the "Gilbert Contracts"), as set forth in Section 2(b)(ii) of the Transferor Disclosure Schedule including, among others, the equipment contract with Sony Electronics, Inc. (the "Sony Contract"), except that the Transferred Assets shall not include, and the Transferors shall not assign to Seller, any of the Gilbert Contracts that Seller designates as "Excluded Contracts" in accordance with Section 5(c)(iii) hereof.

(iii) MCI FCC License. MCI shall assign, transfer and convey to Seller or Newco all of its right, title and interest to (A) the MCI FCC License and (B) the application for minor modification and clarification of license conditions for the MCI FCC License filed by MCI on May 5, 1997, and to any application for modification of the MCI FCC License that may be required to be filed hereafter until Closing.

(iv) Earth Station Authorizations. ASkyB shall assign, transfer and convey to Seller or Newco all of its right, title and interest in and to its FCC earth station authorizations in respect of the Gilbert Property (the "Earth Station Authorizations") under Call Signs E980174, E980178, E980180, E970394, E970395 and E970396.

(v) Satellite Contracts and Satellite Work in Process. Each of the Transferors shall assign all of its respective right, title and interest in and to the agreements and insurance policies or arrangements set forth in Section 2(b)(v) of the Transferor Disclosure Schedule annexed hereto, including but not limited to the satellites and launches work in process pursuant thereto, and all deliverables pursuant to those agreements, and including all rights to enforce such contracts (collectively, the "Satellite Contracts" and, together with the Gilbert Contracts, but excluding any Excluded Contracts, the "Assigned Contracts"), in accordance with the terms of the Satellite Contracts.

(vi) Intellectual Property. The Transferors shall assign, transfer and convey all of their respective right, title and interest in and to any Intellectual Property acquired from the U.S. government or other parties to the Satellite Contracts in connection with the MCI FCC License, the Earth Station Authorizations or the Assigned Contracts.

It is specifically acknowledged and agreed by the Seller that the Transferors are not assigning, transferring and conveying to Seller any assets pursuant to this Agreement other than the Transferred Assets.

(c) Assumption of Liabilities. Except as provided in Sections 5(f)(vii) and 5(g) hereof, effective as of the Closing, and upon the terms and subject to the conditions of this Agreement, Seller agrees to assume all liabilities and obligations of the Transferors and their Affiliates arising under the Assigned

Contracts and the other Transferred Assets, including all obligations of the Transferors under the MCI FCC License and the Earth Station Authorizations, including, without limitation, obligations with respect to completion of satellite construction, system deployment and provision of telemetry, tracking and control services.

(d) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Squadron, Ellenoff, Plesent & Sheinfeld, LLP, 551 Fifth Avenue, New York, New York, commencing at 9:00 a.m. local time on the fifth business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby or such other date as the Transferors and Seller may mutually determine (the "Closing Date").

(e) Deliveries At Closing. (i) Seller shall deliver to the Transferors the various certificates, instruments, agreements and documents referred to in Section 6(a) below, (ii) the Transferors shall deliver to Seller the various certificates, instruments, agreements and documents referred to in Section 6(b) below and (iii) Seller shall deliver to the Transferors duly executed and authenticated stock certificates, representing all of the Shares to be purchased by the MCI Buyer and the ASkyB Buyer pursuant hereto. The certificates representing the Shares shall initially bear the legend set forth in Section 9(n) hereto.

3. Representations and Warranties. Seller represents and warrants to the Transferors as follows:

(a) Representations and Warranties True, Correct and Complete. Seller represents and warrants to each of the Transferors that the statements contained in this Section 3 that are qualified by reference to materiality or a material adverse effect are true, correct and complete as of the date of this Agreement and will be true, correct and complete as of the Closing Date, and that all of the other statements made in this Section 3 that are not so qualified are true, correct and complete in all material respects as of the date of this Agreement and will be true, correct and complete in all material respects as of the Closing Date, except, in each case, (i) for such representations and warranties that are expressly made as of the date of this Agreement, in which case such representations and warranties need only to be true, correct and complete on and as of the date of this Agreement, (ii) for such representations and warranties that are expressly made as of an earlier date, in which case such representations and warranties need only to be true, correct and complete on and as of such earlier date and (iii) as disclosed in a document referring specifically to the representations and warranties in this Section 3 which has been delivered by Seller to each of the Transferors on or prior to the date hereof (the "Seller Disclosure Schedule"). Nothing in the Seller Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Seller Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty itself solely addresses the existence of the document or other item). The Seller Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section.

(b) Organization of Seller and the Significant Subsidiaries

(i) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, and each of the Significant Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation.

(ii) As of the date hereof, Seller and each of the Significant Subsidiaries is duly qualified or licensed to do business as a foreign corporation and is in good standing, in each jurisdiction where the character of the property owned or leased by it, or the nature of its activities, makes such qualification or licensing necessary, except for those jurisdictions where the failure to be so qualified or licensed and in good standing would not, individually or in the aggregate, have a Seller Material Adverse Effect.

(c) Power and Authority of Seller

(i) Seller has all requisite corporate power and authority to own, lease and operate its properties as now conducted and to execute and deliver this Agreement and each Collateral Agreement to which it is a party, including any additional documents contemplated by this Agreement, and to perform its obligations hereunder and thereunder.

(ii) As of the date hereof, Seller has all governmental licenses, authorizations, consents and approvals required to own, lease and operate its properties as now conducted, except where the failure to have such governmental licenses, authorizations, consents and approvals would not, individually or in the aggregate, have a Seller Material Adverse Effect.

(d) Power and Authority of Significant Subsidiaries

(i) As of the date hereof, each Significant Subsidiary has all requisite corporate power and authority and all governmental licenses, authorizations, consents and approvals required to own, lease and operate its properties as now conducted, except where the failure to have such governmental licenses, authorizations, consents and approvals would not, individually or in the aggregate,

have a Seller Material Adverse Effect.

(ii) Each Significant Subsidiary which is, or will be, a party to this Agreement or a Collateral Agreement has, or will have, as of the date of execution of this Agreement or such Collateral Agreement, all requisite corporate power and authority to execute and deliver such Collateral Agreement and to perform its obligation thereunder.

(e) Corporate Authorization. The execution, delivery and performance by Seller of this Agreement and the execution, delivery and performance by Seller and each Significant Subsidiary of each of the Collateral Agreements to which Seller or such Significant Subsidiary is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action of Seller and such Significant Subsidiary, as the case may be, other than shareholder approval pursuant to the rules and regulations of Nasdaq, which shall be obtained on or prior to the Closing Date. This Agreement and each of the Collateral Agreements to which Seller or a Significant Subsidiary is a party, including any additional documents contemplated by this Agreement, constitutes (or when executed, will constitute) the valid and legally binding obligation of Seller and such Significant Subsidiary, as the case may be, enforceable against each of Seller and such Significant Subsidiary, as the case may be, in accordance with each document's respective terms and conditions, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally or by general equitable principles.

(f) Governmental Authorization. The execution, delivery and performance by Seller of this Agreement and each of the Collateral Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not require any consent, approval, authorization or permit of, or filing with or notification to any governmental or regulatory authority, except (A) for (i) compliance with any applicable requirements of the Hart-Scott-Rodino Act, and the rules and regulations thereunder; (ii) compliance with any applicable provisions of the Securities Act, and the rules and regulations thereunder, state securities or "blue sky" laws and state takeover laws, and approval of the inclusion of the Shares for trading on Nasdaq; (iii) compliance with any applicable requirements of the Securities Exchange Act and the rules and regulations thereunder; and (iv) compliance with any applicable requirements of the Regulatory Provisions or (B) where the failure to obtain such consents, approvals, authorizations and permits, or to make such filings or notifications, would not prevent or delay in any material respect the consummation of the transactions contemplated hereby or thereby or otherwise prevent Seller from performing its obligations under this Agreement or any of the Collateral Agreements to which it is a party in accordance with the terms and subject to the conditions hereof and thereof, and would not, individually or in the aggregate, have a Seller Material Adverse Effect.

(g) Noncontravention. Except as set forth in Section 3(g) of the Seller Disclosure Schedule and Section 3(f) hereof, the execution, delivery and performance of this Agreement and each of the Collateral Agreements to which Seller or a Significant Subsidiary is a party do not, and the consummation of the transactions contemplated hereby and thereby will not, (A) contravene or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller, or any Significant Subsidiary; (B) contravene, conflict with or constitute a violation of any provision of any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court binding upon or applicable to Seller or any Significant Subsidiary or any of their respective properties or assets, which contravention, conflict or violation could reasonably be expected to have a Seller Material Adverse Effect; (C) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, require any notice or give rise to a loss of any benefit under, any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, Security Interest or other arrangement to which Seller or any Significant Subsidiary is a party or by which any of them is bound or to which any of their assets is subject or result in the creation or imposition of any Security Interests on any assets of Seller or any Significant Subsidiary, which contravention, violation, conflict, breach, default, acceleration, termination, modification, cancellation, or loss of benefit would have a Seller Material Adverse Effect or adversely affect the ability of Seller or any Significant Subsidiary to consummate the transactions contemplated hereby or by the Collateral Agreements;

or (D) assuming approval by Seller's shareholders in accordance with the rules and regulations of Nasdaq, violate or conflict with the rules, regulations or listing requirements of Nasdaq or any other exchange or trading market on which Seller's securities may be listed or traded.

(h) Capitalization

(i) As of the date hereof, the authorized capital stock of Seller consists of (x) 400,000,000 shares of Common Stock, par value \$.01 per share, of which 200,000,000 shares are designated Class A Common Stock, 100,000,000 shares are designated Class B Common Stock, and 100,000,000 shares are designated Class C Common Stock (the Class A Common Stock, the Class B Common Stock and the Class C Common Stock are referred to collectively herein as the "Common Stock"), and (y) 20,000,000 shares of Preferred Stock. As of the date hereof, 15,268,708 shares of Class A Common Stock, 29,804,401 shares of Class B Common Stock, no shares of Class C Common Stock, 1,616,681 shares of Preferred Stock, which has been designated 8% Series A Cumulative Preferred Stock, 225,301 shares of Preferred Stock, which has been designated 12 1/8% Series B Senior Redeemable Exchangeable Preferred Stock, par value \$.01 per share, and 2,300,000 shares of Preferred Stock, which has been designated 6 3/4% Series C Cumulative Convertible Preferred Stock, are issued and outstanding and no shares of any class or series are held in treasury.

(ii) All of the issued and outstanding shares of capital stock of Seller have been, and on the Closing Date will be, duly authorized, validly issued, fully paid and nonassessable.

(iii) As of the Closing Date, the Shares will have been duly authorized and, when issued to the ASkyB Buyer and the MCI Buyer, upon payment of the consideration therefor, will be validly issued, fully paid and non-assessable, and the issuance will not be subject to (x) any Liens (other than those relating to the activities of the Transferors) or (y) any preemptive or similar rights of any security holder of Seller.

(iv) As of the date hereof, except as set forth in Section 3(h) of the Seller Disclosure Schedule, (A) all of the issued shares of capital stock of each Significant Subsidiary of Seller are owned, directly or indirectly, by Seller; (B) there are no outstanding or authorized convertible or exchangeable securities of Seller or any Significant Subsidiary, options, warrants, rights, contracts, calls, puts, rights to subscribe, conversion rights, or agreements or commitments pursuant to which any Person has any rights to acquire from Seller or any Significant Subsidiary, and neither Seller nor any Significant Subsidiary has any obligations, contingent or otherwise, to repurchase, redeem or otherwise acquire any shares of capital stock or voting securities of Seller or any Significant Subsidiary; (C) there are no outstanding or authorized stock appreciation, phantom stock or similar rights of Seller or any Significant Subsidiary; and (D) there are no voting trusts, proxies or any other agreements or understandings to which Seller or any Significant Subsidiary is a party or of which it has Knowledge with respect to the voting of the capital stock or voting securities of Seller or any Significant Subsidiary.

(i) SEC Filings

(i) Seller has filed all forms, reports and documents required to be filed by it with the Securities and Exchange Commission ("SEC") since January 1, 1995, and Seller has heretofore made available to the Transferors, in the form filed with the SEC (including any exhibits thereto), (A) the Annual Reports on Form 10-K of Seller for the fiscal years ended December 31, 1995, December 31, 1996 and December 31, 1997 (the "1997 Annual Report"), respectively, and the Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 1998, June 30, 1998 and September 30, 1998 (the "September Quarterly Report"), respectively; (B) all proxy and information statements relating to meetings of stockholders of Seller (whether annual or special) held since January 1, 1995; and (C) all other reports and registration statements (including all Quarterly Reports on Form 10-Q and Current Reports on Form 8-K) filed by Seller with the SEC since January 1, 1995 (including all amendments to each of the foregoing, the forms, reports and other documents referred to in clauses (A) through (C) being referred to herein, collectively, as the "Seller Disclosure

Documents"). The Seller Disclosure Documents and other forms, reports or other documents filed by Seller with the SEC after the date of this Agreement but prior to the Closing Date (x) were prepared, or will be prepared, in accordance with the Securities Act or the Securities Exchange Act, as the case may be, and the rules and regulations thereunder, and (y) did not at the time they were filed, or will not at the time they are filed, with the SEC contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(ii) Each of the consolidated financial statements (including any notes thereto) contained in the Annual Reports on Form 10-K of Seller for the fiscal years ended December 31, 1995, December 31, 1996 and December 31, 1997, and Quarterly Reports on Form 10-Q of Seller for the quarterly periods through and including September 30, 1998, was prepared in accordance with generally accepted accounting principles and all applicable rules of the SEC and fairly presents in all material respects the consolidated financial position, results of operations and cash flows of each of Seller and its consolidated Subsidiaries as at the respective dates thereof and for the respective periods indicated therein, subject, in the case of unaudited statements, to normal year-end adjustments.

(iii) Except as set forth in the 1997 Annual Report and the September Quarterly Report, or as otherwise set forth in Section 3(i) of the Seller Disclosure Schedule, neither Seller nor its consolidated Subsidiaries had, as of the respective dates thereof, any Liability that (i) would be required under generally accepted accounting principles to be reflected in such consolidated balance (including the notes thereto) or (ii) would reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

(j) Absence of Certain Changes. As of the date hereof, since September 30, 1998, and except as (i) set forth in the 1997 Annual Report or in the September Quarterly Report or (ii) disclosed in Section 3(j) of the Seller Disclosure Schedule, or as otherwise contemplated by this Agreement or the Collateral Agreements, there has not been any event, occurrence or development of a state of circumstances or facts which has had or reasonably would be expected to have a Seller Material Adverse Effect.

(k) Brokers' Fees. Neither Seller nor any Subsidiary of Seller has any Liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which any of the Transferors would be liable.

4. Representations and Warranties of the Transferors. Each of ASkyB, News Corporation and MCI, jointly and severally, represents and warrants to Seller as follows:

(a) Representations and Warranties True, Correct and Complete. Each of ASkyB, News Corporation and MCI represents and warrants to Seller that the statements contained in this Section 4 that are qualified by reference to materiality or a material adverse effect are true, correct and complete as of the date of this Agreement and will be true, correct and complete as of the Closing Date and all other statements in this Section 4 that are not so qualified are true, correct and complete in all material respects as of the date of this Agreement and will be true, correct and complete in all material respects as of the Closing Date except, in each case, (i) for such representations and warranties that are expressly made as of the date of this Agreement, in which case such representations and warranties need only to be true, correct and complete on and as of the date of this Agreement, (ii) for such representations and warranties that are expressly made as of an earlier date, in which case such representations and warranties need only to be true, correct and complete on and as of such earlier date and (iii) as disclosed in a document referring specifically to the representations and warranties in this Section 4 which has been delivered by the Transferors to Seller on or prior to the date hereof (the "Transferor Disclosure Schedule"). Nothing in the Transferor Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Transferor Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item

shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty itself solely addresses the existence of the document or other item). The Transferor Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section.

(b) Organization of the Transferors. ASkyB is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. News Corporation is a corporation duly organized under the laws of South Australia, Australia. MCI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(c) Power and Authority of the Transferors

(i) Each of the Transferors has all requisite corporate or limited liability company power and authority to own, lease and operate the Transferred Assets as now conducted and to execute and deliver this Agreement and each Collateral Agreement to which it is a party, including any additional documents contemplated by this Agreement, and to perform its obligations hereunder and thereunder.

(ii) Each of the Transferors has all governmental licenses, authorizations, consents and approvals required to own, lease and operate the Transferred Assets being transferred by it, except where the failure to have such governmental licenses, authorizations, consents and approvals would not, individually or in the aggregate, have a Transferred Asset Material Adverse Effect.

(d) Corporate Authorization. The execution, delivery and performance by each of the Transferors of this Agreement and each of the Collateral Agreements to which such Transferor is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action of each Transferor. This Agreement and each of the Collateral Agreements to which each Transferor is a party, including any additional documents contemplated by this Agreement, constitutes (or when executed, will constitute) the valid and legally binding obligation of each Transferor, enforceable against each Transferor, in accordance with each document's respective terms and conditions, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally or by general equitable principles.

(e) Governmental Authorization. The execution, delivery and performance by each Transferor of this Agreement and each of the Collateral Agreements to which each Transferor is a party, and the consummation of the transactions contemplated hereby and thereby, do not require any consent, approval, authorization or permit of, or filing with or notification to any governmental or regulatory authority, except (A) for (i) compliance with any applicable requirements of the Hart-Scott-Rodino Act, and the rules and regulations thereunder; (ii) compliance with any applicable provisions of the Securities Act and the rules and regulations thereunder, state securities or "blue sky" laws and state takeover laws; (iii) compliance with any applicable requirements of the Securities Exchange Act, and the rules and regulations thereunder; and (iv) compliance with any applicable requirements of the Regulatory Provisions, and (B) where the failure to obtain such consents, approvals, authorizations and permits, or to make such filings or notifications, would not prevent or delay in any material respect the consummation of the transactions contemplated hereby or thereby or otherwise prevent the Transferors from performing their respective obligations under this Agreement or any of the Collateral Agreements to which such Transferor is a party in accordance with the terms and subject to the conditions hereof and thereof, and would not, individually or in the aggregate, have a Transferred Asset Material Adverse Effect.

(f) Noncontravention. Except as set forth in Section 4(f) of the Transferor Disclosure Schedule and Section 4(e) hereof, the execution, delivery and performance of this Agreement and each of the Collateral Agreements to which each of the Transferors is a party do not, and the consummation of the transactions contemplated hereby and thereby will not, (A) contravene or conflict with the certificate of incorporation, by-laws or other organizational or charter documents of each of the Transferors; (B) contravene or conflict with or constitute a violation of any provision of any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court binding upon or applicable to any of the Transferors, or any of their respective properties or assets; or (C)

conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, require any notice or give rise to a loss of any benefit under, any of the Transferred Assets or any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, Security Interest or other arrangement to which any of the Transferors is a party or by which any of them is bound or to which any of the Transferred Assets, is subject or result in the creation or imposition of any Security Interests on any of the Transferred Assets, which contravention, violation, conflict, breach, default, acceleration, termination, modification, cancellation, or loss of benefit would have a Transferred Asset Material Adverse Effect or adversely affect the ability of any Transferor to consummate the transactions contemplated hereby or by the Collateral Agreements.

(g) Gilbert Property

(i) ASkyB owns good and marketable title to the Gilbert Property, free and clear of all Liens or other matters affecting Seller's or its Subsidiaries' title to or possession of the Gilbert Property, except for Liens (a) for taxes and other governmental charges, assessments or fees which are not yet due and payable or (b) set forth on Section 4(g)(i) of the Transferor Disclosure Schedule.

(ii) There are no outstanding options or rights of first refusal to purchase the Gilbert Property, or any portion thereof or interest therein; and there are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Gilbert Property.

(iii) ASkyB and News Corporation shall keep and maintain the Gilbert Property substantially in the same condition as it exists on the date hereof and shall preserve the Gilbert Property from deterioration, other than ordinary wear and tear; provided, however, that Seller acknowledges and agrees that the Transferors are under no obligation to continue construction of or make any additional improvements to any of the structures, furniture, fixtures or equipment located at the Gilbert Property, including, without limitation, the improvements described in Section 4(g)(iii) of the Transferor Disclosure Schedule, other than pursuant to the Gilbert Contracts.

(iv) With respect to the Gilbert Property:

(A) as of the date hereof, there are no pending or, to the Knowledge of any of the Transferors, threatened condemnation proceedings relating to the Gilbert Property;

(B) there are no parties (other than ASkyB) in possession of the Gilbert Property who are lawfully in possession;

(C) the use and condition of and the operations on the Gilbert Property are in compliance with Environmental Laws, except where the failure to comply, individually or in the aggregate, would not have a Transferred Asset Material Adverse Effect;

(D) as of the date hereof, (i) there are no judicial or administrative actions, proceedings or investigations pending or, to the Knowledge of any Transferor, currently threatened to revoke any environmental permits required for the current use of and the operations on the Gilbert Property, and (ii) ASkyB has not received any written notice from any governmental entity or written notice from any Person to the effect that there is lacking such permit;

(E) as of the date hereof, there are no judicial or administrative actions, proceedings, or investigations pending or, to the Knowledge of any Transferor, currently threatened against ASkyB alleging the violation of, or liability pursuant to, any Environmental Law, except for liabilities or violations which could not reasonably be expected to have, individually or in the aggregate, a Transferred Asset Material Adverse Effect;

(F) except as set forth in Section 4(g)(iv)(H) of the Transferor Disclosure Schedule, neither ASkyB nor News Corporation has Knowledge of, nor has filed any notice with respect to the Gilbert Property under any Environmental Law indicating, past or present

treatment, storage, transfer, release, manufacture, presence or disposal of or reporting a release or currently threatened release of hazardous material into the environment, except for such releases that could not reasonably be expected to have, individually or in the aggregate, a Transferred Asset Material Adverse Effect;

(G) neither ASkyB nor News Corporation is subject to any outstanding order, injunction, judgment, decree, ruling, assessment, or arbitration award or any agreement with any governmental entity or other Person, or to any federal, state, local or foreign investigation respecting (i) Environmental Laws or (ii) the release or currently threatened release of any hazardous material, except in either case for such orders, injunctions, judgments, decrees, rulings, assessments, arbitration awards, or agreements which could not reasonably be expected to have, individually or in the aggregate, a Transferred Asset Material Adverse Effect;

(H) except as set forth in Section 4(g)(iv)(H) of the Transferor Disclosure Schedule, none of the operations on the Gilbert Property involves or, to ASkyB's Knowledge, previously involved the generation, transportation, treatment, storage, release, use, manufacture or disposal of hazardous waste, as defined under 40 C.F.R. Parts 260-270 or any state, local or foreign equivalent, except for as may be permitted by law or as could not reasonably be expected to have, individually or in the aggregate, a Transferred Asset Material Adverse Effect;

(I) ASkyB will provide to Seller, as promptly as practicable, all environmental reports the existence of which it is aware concerning the Gilbert Property;

(J) as of the date hereof, ASkyB has expended to date in respect of the Gilbert Property not less than \$109 million, excluding capitalized interest;

(K) as of the date hereof, (1) the buildings and improvements are located within the boundary lines of the Gilbert Property, and do not encroach on any easement which may burden the land, (2) the land does not serve any adjoining property for any purpose inconsistent with the use of the land, and (3) the Gilbert Property is not located within any flood plain, wetland, or subject to any similar type of restriction for which any permits or licenses necessary for the use thereof have not been obtained, except where such encroachment or restriction would not, individually or in the aggregate, have a Transferred Asset Material Effect;

(L) as of the date hereof, all facilities located on the Gilbert Property are supplied with utilities and other services necessary for the current use and operation of such facilities; and

(M) as of the date hereof, the Gilbert Property abuts on and has direct vehicular access to a public road.

(v) Section 4(g)(v) of the Transferor Disclosure Schedule sets forth a listing of all insurance policies (other than title insurance) in force associated with the Gilbert Property and the amount of coverage thereunder. Each such insurance policy is in full force and effect, and the rights of the parties thereunder will not be affected in any material respect by the transactions contemplated by this Agreement and the Collateral Agreements. ASkyB shall maintain all such insurance policies or similar coverages until the Closing Date, and shall obtain an endorsement to all such policies requiring the insurer to notify Seller prior to any cancellation or termination thereof or amendment thereto.

(h) Assigned Contracts

(i) The Transferors have delivered to Seller a correct and complete copy of each Assigned Contract, as amended to date, listed in Sections 2(b)(ii) and (v) of the Transferor Disclosure Schedule.

(ii) Except as set forth in Section 4(h) of the Transferor Disclosure Schedule, each of the Transferors has complied

with and performed in all material respects all of its obligations required to be performed under each of the Assigned Contracts to which it is a party.

(iii) Except as set forth in Section 4(h) of the Transferor Disclosure Schedule, with respect to each Assigned Contract so listed: (A) the arrangement or agreement is legal, valid and binding obligation of the applicable Transferor and, to the Knowledge of such Transferor, each of the other parties thereto, enforceable against such parties in accordance with the terms thereof, and is in full force and effect; (B) the arrangement or agreement will continue to be legal, valid, binding and enforceable and in full force and effect on identical terms immediately following the Closing; (C) none of the Transferors is in breach or default under any Assigned Contract to which it is a party, and no event has occurred which, with notice or lapse of time, or both, would constitute a breach or default by any of the Transferors, or permit termination, modification, or acceleration, under the arrangement or agreement; (D) to the Knowledge of the Transferors, no third party is in breach or default under any Assigned Contract, and no event has occurred which, with notice or lapse of time, or both, would constitute a breach or default by such party thereunder or permit termination, modification, or acceleration, under the arrangement or agreement; (E) none of the Transferors has received written notice canceling, terminating or repudiating or exercising any option to cancel, terminate or repudiate under any of the Assigned Contracts to which it is a party and none of the Transferors has any Knowledge that any party has failed to comply with or perform all of its obligations required to be performed under any of the Assigned Contracts; (F) none of the Transferors has any Knowledge that the validity of any of the Assigned Contracts to which it is a party is being contested by a third party; (G) neither Sky I nor Sky II (as hereinafter defined) have been delivered into storage; and (H) as of the date hereof, the Transferors know of no reason why the launch vehicle will not be available by the August 31, 1999 date with respect to Sky I or the fourth quarter of 1999 date with respect to Sky II, specified in Sections 5(f)(ii) and 5(f)(iii), respectively, other than as set forth in the letter dated September 18, 1998 from James Dongog of International Launch Services to an employee of Loral.

(iv) Subject to the receipt of necessary consents, the execution and delivery by the Transferors of this Agreement and the Collateral Agreements to which a Transferor is a party and the consummation of the transactions contemplated hereby and thereby have not resulted and will not result in a breach or default under, or permit any party to modify any obligation under, or cause or permit any termination, cancellation or loss of benefits under, any of the Assigned Contracts.

(i) Intellectual Property. Each of the Transferors owns or has the right to use pursuant to license, sublicense, agreement or permission all Intellectual Property currently necessary for the construction, use or operation of the Transferred Assets. The Transferors have no Knowledge of any condition or event that would prevent Seller from obtaining in a timely manner all Intellectual Property necessary to complete the construction and launch of Sky I and Sky II at no cost to Seller, or to use or operate any of the Transferred Assets.

(j) Litigation. Sections 4(j), 4(l)(i) and 4(l)(ii) of the Transferor Disclosure Schedule sets forth each instance in which any Transferor (i) is subject to any unsatisfied judgment, order, decree, stipulation, injunction, or charge or (ii) is a party or, to the Knowledge of such Transferor and the directors and officers (and employees with responsibility for litigation matters) of such Transferor or any Subsidiary of such Transferor, is threatened to be made a party to any charge, complaint, action, suit, proceeding, hearing, or investigation of or in any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator, other than any judgment, order, decree, stipulation, injunction, charge, complaint, action, suit, proceeding, hearing or investigation that, individually or in the aggregate, would not reasonably be expected to have a Transferred Asset Material Adverse Effect.

(k) Legal Compliance. Except as set forth in Sections 4(k), 4(l)(i) and 4(l)(ii) of the Transferor Disclosure Schedule, as of the date hereof, and, with respect to the Satellite Contracts and the MCI FCC License, as of the Closing Date as well, each of the Transferors has complied in all material respects, and the Transferred Assets, including the operations thereof, are in compliance in

all material respects, with all laws (including, without limitation, all Environmental Laws), including rules and regulations thereunder, of federal, state, local and foreign governments (and all agencies thereof), except for failures which would not, individually or in the aggregate, reasonably be expected to have a Transferred Asset Material Adverse Effect or a material adverse effect on the consummation of the transactions contemplated by this Agreement and the Collateral Agreements, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against any Transferor alleging any failure to comply with any such law or regulation which, individually or in the aggregate, could reasonably be expected to have a Transferred Asset Material Adverse Effect.

(1) FCC Matters

(i) Except as set forth in Section 4(1)(i) of the Transferor Disclosure Schedule, the MCI FCC License is valid; MCI controls and has always controlled the MCI FCC License and the system authorized thereunder; MCI has timely and completely performed all obligations required to date under the MCI FCC License; MCI has timely submitted all filings and reports required thereunder; MCI has taken all actions required of MCI to date to achieve international coordination of the authorized system, including, without limitation, all actions required to date to achieve (a) all necessary modifications to the International Telecommunication Union's Region 2 Broadcasting-Satellite Service Plan and associated feeder link plan set forth at Appendices 30 and 30A to the International Radio Regulations and (b) coordination of the system's Telemetry, Tracking and Control functions; and has proceeded with the construction of the DBS system with "diligence" (as such term is used in the Regulatory Provisions); and such DBS system has been designed and is being constructed to comply with, and when so constructed will be in compliance with, all obligations required to date under the MCI FCC License and the applicable Regulatory Provisions, including without limitation the geographic service requirements currently imposed on DBS permittees.

(ii) Except as set forth in Section 4(1)(ii) of the Transferor Disclosure Schedule, ASkyB's Earth Station Authorizations are valid and in full force and effect, ASkyB has performed to date all obligations required to be performed thereunder, and the Gilbert Property includes Earth Station Facilities that are fully capable of operating in accordance thereto.

(iii) MCI has delivered to Seller a true, correct and complete copy of the MCI FCC License. The MCI FCC License is in full force and effect and is unimpaired by any materially adverse condition. MCI has delivered to Seller true, correct and complete copies of all material correspondence from the FCC to MCI relating to the MCI FCC License and all material correspondence, submissions and/or other filings from MCI to the FCC relating thereto sent to or received by MCI subsequent to the auction of 28 frequency channels at the 110(0) West Longitude orbital location. Except as set forth in Section 4(1)(i) of the Transferor Disclosure Schedule, no application, action or proceeding is pending for the renewal or modification of the MCI FCC License, and no application, complaint, action or proceeding is pending or, to the knowledge of MCI, threatened, that may result in the revocation, modification, non-renewal or suspension of the license or the imposition of any administrative or judicial sanction with respect to MCI. MCI has no knowledge of any failure of MCI to comply (whether or not known by or disclosed to the FCC or any other Person) in all material respects with all Regulatory Provisions applicable to the U.S. Satellite Business, and with the terms and conditions of the MCI FCC License, including, but not limited to, any due diligence obligations or reporting requirements associated with the MCI FCC License.

(iv) Except for the Earth Station Authorizations, neither ASkyB nor News Corporation holds or controls any license in connection with the U.S. Satellite Business contemplated to be operated by MCI, News Corporation and ASkyB.

(v) Section 4(1)(v) of the Transferor Disclosure Schedule sets forth a listing of all insurance policies in force associated with any satellite or other facility related to the Transferred Assets. Each such insurance policy is in full force and effect, and the rights of the parties thereunder will not be affected in any material respect by the transactions contemplated by this Agreement or any Collateral Agreement.

(vi) Except as contemplated by Section 5(b) hereof, no consent, approval, authorization, order or waiver of, or filing with, the FCC is required under the applicable Regulatory Provisions to be obtained or made by MCI in connection with the transactions contemplated by this Agreement, except such as may already have been obtained and made.

(m) Transferred Assets

(i) No Person other than the Transferors and their respective Affiliates has any right, title or interest in, or with respect to, the MCI FCC License, and the rights being transferred by MCI hereunder with regard to the MCI FCC License, constitute all of the rights, including contractual rights, held by the Transferors and their respective Affiliates with regard to the MCI FCC License. Any rights of News Corporation or ASkyB or any of their Affiliates relating to the MCI FCC License are either included in the Transferred Assets or will be terminated prior to the Closing.

(ii) No Person, other than ASkyB, has any right, title or interest in, or with respect to, the Earth Station Authorizations, and the rights being transferred by ASkyB hereunder with regard to the Earth Station Authorizations constitute all of the rights, including contractual rights, held by ASkyB with regard to the Earth Station Authorizations. The Satellite Contracts include all of the contracts, agreements, understandings, rights, insurance policies and arrangements necessary for the construction, launch or insurance of Sky I and Sky II. The Gilbert Contracts include all of the maintenance and equipment contracts, agreements, understandings, rights, warranties and arrangements of ASkyB with respect to the Gilbert Property.

(n) Broker's Fees. The Transferors do not have any Liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which the Seller would be liable.

(o) Resale. Each of the ASkyB Buyer and the MCI Buyer is acquiring the Shares under this Agreement for its own account solely for the purpose of investment and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act. Each of the ASkyB Buyer and the MCI Buyer has such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits of an investment in the Shares and is able to bear the economic risk of such investment. Each of the ASkyB Buyer and the MCI Buyer acknowledges and agrees that none of the Shares have been registered under the Securities Act and such Shares may be sold or disposed of in the absence of such registration only pursuant to an exemption from such registration and in accordance with the terms of this Agreement and Seller's transfer agent is authorized to place stop transfer instructions on the Seller's stock transfer records and may refuse to transfer any Shares not transferred in compliance therewith or in compliance with the restrictions on transfer set forth in Section 9(m).

## 5. Further Agreements of the Parties

(a) General. Each of the Parties will cooperate to its fullest extent and use its respective best efforts to take all action and to do all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement (including satisfying the closing conditions set forth in Section 6 below) as soon as practicable following the date of this Agreement.

(b) Notices and Consents. Seller shall give all required notices to its stockholders and to third parties, and shall use its best efforts to obtain all required consents, including, without limitation, all Requisite Corporate Approvals and all required consents of Seller's bondholders, all consents required by Nasdaq or any other exchange where Seller's securities may be listed or trading and any other material third-party consents that may be required or that the Transferors reasonably may request, in connection with the transactions contemplated by this Agreement. Each of the Transferors shall give all required notices to third parties, and shall use its best efforts to obtain all required consents, including, without limitation, all consents required by counterparties to the Satellite Contracts, regulatory authorities and any other material third-party consents that may be required or that Seller reasonably may request, in connection with the transactions contemplated by this Agreement. Within five (5) calendar days following the date of this Agreement, each of the Parties shall file any Notification and Report Forms and related materials that it may be required to file with the Federal Trade Commission ("FTC") and the Antitrust Division of the United States Department of Justice (the "Antitrust Division") under the Hart-Scott-Rodino Act, and shall make any further filings pursuant thereto that may be necessary, proper or advisable. Within five (5) calendar days following the date of this Agreement, each of the Parties shall make all notifications and file all applications and related materials that it may be required to file with the FCC or any other federal, state or foreign government

or governmental agency having authority with respect to licenses, permits or authorizations for the use of orbital slots or the provision of communications services or other communications licenses, permits or authorizations in connection with the transactions contemplated hereby, and shall use its best efforts to obtain at the earliest practicable date all necessary consents, authorizations and approvals, including FCC Approval for assignment of the MCI FCC License. As promptly as is practicable after the date of this Agreement, each of the Parties shall take any additional action, including, without limitation, the implementation of an Acceptable Alternative Arrangement, and any additional filings, submissions or applications required by the FCC, the FTC and the Antitrust Division, that may be necessary, proper or advisable to effect to the fullest extent feasible the consummation of the transactions contemplated by this Agreement and the Collateral Agreements in connection with any other notices to, filings with, and authorizations, consents and approvals of, governments, governmental agencies and third parties that it may be required to give, make or obtain and shall refrain from taking any action the purpose or effect of which could reasonably be expected to make less likely that such authorizations, consents and approvals will not be given, made or obtained on the terms provided for in this Agreement. Without limiting the generality of the foregoing, each party shall: (i) use all reasonable efforts to cooperate in all respects with each other in connection with any filing, submission, adversarial proceeding or the timing thereof; (ii) in connection with any investigation or other inquiry, including any proceeding initiated by a private party, keep the other parties informed on a timely basis of any material communication received by such party from, or given by such party to, the FCC, the Antitrust Division, the FCC or any other governmental authority and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated by this Agreement, and permit any other party to preview any material communication given by or to it; and (iii) consult with each other, in advance of any meeting or conference with such governmental authorities or, in connection with any proceeding by a private party. The Parties will use their best efforts to obtain such approvals as promptly as possible and, in this regard, provide all information reasonably requested, assist and cooperate with one another to make the necessary filings and take such steps as may be necessary to secure the non-objection of the relevant antitrust and regulatory authorities, including FCC Approval for assignment of the MCI FCC License.

(c) Operation of Business

(i) During the period between the date hereof and the Closing Date, (A) each of the Transferors shall use commercially reasonable efforts in the Ordinary Course of Business, (1) to preserve the value and utility of the Transferred Assets, (2) to preserve the goodwill of its suppliers and others having business relations with such Transferor with respect to any Transferred Assets and (3) to perform and observe all the terms, covenants and conditions required to be performed and observed by it under the Satellite Contracts and all FCC and other governmental permits, licenses and other authorizations with respect to the Transferred Assets, in each case, except to the extent that a failure to do so would not result in a Transferred Asset Material Adverse Effect; provided, however, that timely requests for extension of operation or certification deadlines applicable to Earth Station Authorizations shall be deemed to be a commercially reasonable effort required by this paragraph; (B) except as contemplated by this Agreement, the Transferors shall not agree to materially modify the deliverables pursuant to, or waive any material performance under, any of the Assigned Contracts without the consent of Seller, which consent shall not be unreasonably withheld; (C) except for the issuance of shares of Common Stock pursuant to the exercise of outstanding rights, warrants, options, convertible securities or exchangeable securities (including any of the foregoing that are assumed in connection with the acquisition of any Person), Seller shall not issue any shares of Common Stock (or securities convertible into or exchangeable for Common Stock) at a price per share (or having a conversion or exchange price per share, if a security convertible into or exchangeable for Common Stock) less than the Current Market Price per share of Common Stock; (D) Seller shall not issue or fix a record date for the issuance to holders of Common Stock of rights, options, or warrants to subscribe for or purchase Common Stock (or securities convertible into or exchangeable for Common Stock) at a price per share (or having a conversion or exchange price per share, if a security convertible into or exchangeable for Common Stock) less than the Current Market Price per share of Common Stock (excluding any of the foregoing that are assumed or issued in connection with the acquisition of any Person); and (E)

MCI shall take all actions reasonably necessary to keep the MCI FCC License in full force and effect until the Closing.

(ii) If it comes to the attention of any of the Transferors that any events or circumstances regarding the Transferred Assets require the taking of any action to preserve the value and utility of the Transferred Assets, such Transferor will (A) promptly notify Seller of such events or circumstances and of any potential responses to such events and circumstances of which such Transferor is aware and (B) take such actions as shall be requested by Seller and reasonably required to preserve such value and utility.

(iii) At any time after the date hereof, until the date that is 30 days prior to the Closing Date, Seller may notify the Transferors in writing that it does not require the assignment of one or more of the Gilbert Contracts. In such case, the Transferors shall be permitted to terminate any such contract, and it shall be designated an "Excluded Contract" for purposes of this Agreement and shall no longer be included in the Transferred Assets.

(d) Assignment of the MCI FCC License. In accordance with Section 5(b), upon execution of this Agreement, ASkyB, News Corporation, MCI and Seller shall seek FCC Approval of the assignment of the MCI FCC License to Seller or Newco. Each of the Transferors and Seller shall take all reasonable steps necessary, and shall supply to the other parties and/or to the FCC all information reasonably necessary, to obtain such FCC Approval, and shall take all reasonable steps necessary, including the implementation of an Acceptable Alternative Arrangement, to effect to the fullest extent feasible the consummation of the transactions contemplated in this Agreement and the Collateral Agreements, and shall cooperate with respect to any required submission to the FCC and/or the International Telecommunication Union, including any submission required to allow use of the 110(0) and 119(0) West Longitude orbital locations in conjunction with a single consumer satellite receive antenna; provided, however, that nothing contained in this Agreement shall create any obligation on the part of Seller to accept (as a condition to receipt of such FCC Approval or otherwise): (i) any restriction (other than a restriction imposed in respect of the identity of the owners of Seller's outstanding voting securities) on the right of Seller to operate pursuant to the MCI FCC License or the DBS authorizations held by Subsidiaries of Seller with respect to frequency channels at 61.5(degree) West Longitude, 119(degree) West Longitude and 148(degree) West Longitude orbital locations, including, without limitation, the right to use all assigned frequency channels authorized thereunder to provide high-powered DBS services, other than any such restrictions generally imposed on operators of high-powered DBS services, by applicable Regulatory Provisions and restrictions of the types generally and customarily imposed by the FCC on operators of high-powered DBS services and such other restrictions, which, individually or in the aggregate, do not have a Transferred Asset Material Adverse Effect or a Seller Material Adverse Effect; (ii) any change in the management or ownership (other than as contemplated hereunder) of Seller, or in any voting or other rights of any shareholder of Seller other than the Transferors; or (iii) a requirement that Seller dispose of all or any part of the 21 frequency channels at 119(Degree) West Longitude, the 11 frequency channels at 61.5(Degree) West Longitude or the 24 frequency channels at 148(Degree) West Longitude owned by Subsidiaries of Seller, other than any such restrictions generally imposed on operators of high-powered DBS services, by applicable regulatory provisions and restrictions of the types generally and customarily imposed by the FCC on operators of high-powered DBS services and such other restrictions, which, individually or in the aggregate, do not have a Seller Material Adverse Effect (each of the conditions contained in the foregoing Sections 5(d)(i), (ii) and (iii), which Seller is under no obligation to accept, are referred to herein as a "Material Condition"). If the parties implement an Acceptable Alternative Arrangement in lieu of assigning the MCI FCC License to Seller as provided herein, Seller shall have the continuing right and option, exercisable in its sole discretion, and for no additional consideration to the Transferors beyond that contemplated by this Agreement, to require the Transferors to immediately assign the MCI FCC License to Seller, upon receipt of FCC Approval, in which case the Acceptable Alternative Arrangement shall be canceled concurrently with the effectiveness of such assignment. MCI shall continue to perform all of its material obligations under the MCI FCC License until the earlier of the Closing Date or the date of termination of this Agreement, and shall continue to remain in "diligence" (as the term is used in the FCC's rules and as defined in the Regulatory Provisions), and to hold a valid authorization for its DBS System, until the earlier of the Closing Date or the date of termination of this Agreement. If the Closing Date shall not have occurred by December 20, 2000, MCI shall confirm to Seller completion of construction of the first satellite on its

proposed DBS system by December 20, 2000.

(e) Earth Station Authorization. Subject to Section 4(l)(ii) of the Transferor Disclosure Schedule, until the earlier of the Closing Date or termination date of this Agreement, ASkyB shall continue to perform all of its obligations under its Earth Station Authorizations and to hold valid authorizations (including through seeking the extension of deadlines for construction and certification contained in the existing authorizations).

(f) Satellites

(i) From the date of this Agreement until the Closing Date, the Transferors agree to continue to perform their respective obligations under the Satellite Contracts.

(ii) The Transferors hereby confirm that, pursuant to the Contract dated February 26, 1996 between MCI and Space Systems Loral, Inc. ("Loral"), as amended by Amendment No. 1 dated March 26, 1996, and Amendment No. 2 dated as of November 25, 1998 (as amended, the "Loral Contract"), the acceptance on-orbit of Satellite No. 1 (as defined in the Loral Contract) ("Sky I") is scheduled to occur no later than August 31, 1999 (subject to launch vehicle availability, as set forth in Amendment No. 2 to said Contract). The Transferors agree to attempt to integrate satellite construction and launch preparation as expeditiously as possible so as to provide for the potential to move up the launch dates for each of Sky I and Sky II in the event that earlier launch dates become available. Notwithstanding anything to the contrary in this Section 5(f)(ii), the Transferors shall have no obligation to approve the launch of Sky I for a date prior to the Closing Date; provided, however, that the Transferors shall use their best efforts to ensure that the launch shall occur at the earliest practicable date following the Closing in accordance with the terms and provisions of the Loral Contract, including, to the extent permitted under the Loral Contract, delaying the launch date for the shortest incremental periods of time possible which are consistent with the then reasonably anticipated Closing Date.

(iii) Transferors hereby agree to direct Loral to resume work immediately after the date hereof on Satellite No. 2 (as defined in the Loral Contract) ("Sky II") by exercising Option No. 3 of the Loral Contract (as defined in Amendment No. 2 of the Loral Contract). Transferors hereby confirm that Loral has agreed to use its best efforts to ship and launch Sky II by the fourth quarter of 1999.

(iv) As soon as reasonably practicable following the Closing Date, the Transferors agree to provide to Seller, at no cost to Seller, the consulting services of Romulo Pontual with respect to the construction and launch of Sky I and Sky II, which services shall be provided on an "as needed" basis, up to the full time and efforts of Mr. Pontual.

(v) Prior to the Closing Date, the Transferors shall use commercially reasonable efforts consistent with past practice to provide that Loral will continue to perform under the Satellite Contracts in accordance with their terms in order to achieve completion of construction and launch of each of Sky I and Sky II at the earliest practicable date.

(vi) On or prior to the Closing Date, the Transferors shall provide for policies of insurance covering Sky I and Sky II, which policies shall either name Seller or a wholly owned Subsidiary of Seller designated by Seller as the named insured, or cause such policies to be issued in the name of Seller or such Subsidiary, providing for insurance in the amount of \$225 million per satellite and continuing for one year following launch, regardless of the actual date of launch, and which shall otherwise contain such customary terms and conditions as Seller reasonably requests; provided, however, that to the extent the Transferors are able to terminate existing policies and receive a full refund in respect thereof, Seller may request the Transferors to procure, and if requested the Transferors shall procure, from such insurance companies or brokers as Seller directs, insurance ("Seller's Launch Insurance") in the amount of \$225 million per satellite, per launch plus one year in orbit, containing such customary industry terms and conditions as Seller shall reasonably request.

(vii) Subject to Section 8(b) of this Agreement, from and after the Closing Date, the Transferors shall continue to pay, on behalf of Seller, as and when due, all amounts due under the Satellite Contracts, as such obligations to pay arise pursuant to the Satellite Contracts in existence as of the Closing Date, or, in the event of a breach or termination of any Satellite Contract for any reason, as such obligations to pay would reasonably be expected to have arisen pursuant to the Satellite Contracts in existence as of the Closing Date had there been no such breach or termination; provided, however, that if Seller agrees to a modification of any of the Satellite Contracts and as a result is entitled to a reduction in the purchase price therein, the Transferors shall be only obligated to pay the purchase price as so reduced. In the event the Transferors fail to make such payments within the time periods provided in the Satellite Contracts, the Transferors shall either (x) pay, in addition to the amounts due, any penalties that become due under the Satellite Contracts as a result of such failure or (y) in the event that Seller elects to make such payments, promptly pay to Seller an amount equal to such payments, together with interest thereon at a rate of 17.5% per annum from the date of Seller's payment until the date of the Transferors' repayment.

(viii) In the event the Transferors are unable to procure the necessary consents to assignment of any of the Satellite Contracts, from and after the Closing Date the Transferors shall use their respective best efforts to provide to Seller all of the benefits received or to be received under such Satellite Contracts, and the Transferors shall assign to Seller all of their right, title and interest in and to each of Sky I and Sky II immediately following their receipt of title thereto from Loral pursuant to Section 12.1 of the Loral Contract. In addition, from and after the Closing Date, if the Transferors have not assigned all of the Satellite Contracts pursuant to this Agreement, Seller shall have the right to direct all actions to be taken in connection with such unassigned Satellite Contracts.

(g) Sony Contract.

(i) From and after the Closing Date, the Transferors shall continue to pay, on behalf of Seller, as and when due, all amounts due under the Sony Contract as such obligations to pay arise pursuant to the Sony Contract in existence as of the Closing Date, or, in the event of a breach or termination of the Sony Contract for any reason, as such obligations to pay would reasonably be expected to have arisen pursuant to the Sony Contract in existence as of the Closing Date hereof had there been no such breach or termination; provided, however, if Seller agrees to a modification of the Sony Contract and as a result is entitled to a reduction in the purchase price therein, the Transferors shall be only obligated to pay the purchase price as so reduced. In the event the Transferors fail to make such payments within the time periods provided in the Sony Contract, the Transferors shall either (x) pay, in addition to the amounts due, any penalties that become due under the Sony Contract as a result of such failure or (y) in the event that Seller elects to make such payments, promptly pay to Seller an amount equal to such payments, together with interest thereon at a rate of 17.5% per annum from the date of Seller's payment until the date of the Transferors' repayment.

(ii) In the event the Transferors are unable to procure the necessary consents to assignment of the Sony Contract, from and after the Closing Date the Transferors shall use their respective best efforts to provide to Seller all of the benefits received or to be received under the Sony Contract. In addition, from and after the Closing Date, if the Transferors have not assigned the Sony Contract pursuant to this Agreement, Seller shall have the right to direct all actions to be taken in connection with the Sony Contract.

(h) Full Access. From the date of this Agreement through the Closing, each of the Transferors, on the one hand, and Seller, on the other hand, shall afford to the other party and its representatives free and full access at all reasonable times to the properties, personnel, books and records relating to the Transferred Assets or of the Seller, as the case may be (such access not to unreasonably interfere with the business of such party), subject to compliance with all export control restrictions, to the extent applicable, in order that the other party may have full opportunity to make such investigations as it may reasonably desire to make of all matters relating to the transactions contemplated hereunder. Notwithstanding the foregoing, Seller shall not be obligated to

disclose any information that is competitively sensitive or strategically sensitive, and if Seller shall determine to withhold any information on such grounds, a reasonable summary of the portions thereof that are not competitively or strategically sensitive shall be provided to the party requesting information pursuant to this Section 5(h). Any information provided pursuant to this Section 5(h) shall be kept confidential by the Transferors and Seller, as applicable, and shall not be revealed to any Person other than the respective officers, directors, employees, agents and representatives of such parties (it being agreed that the Transferors, on the one hand, and Seller, on the other hand, shall be liable for any breach of this Section 5(h) by any of their respective officers, directors, employees, agents and representatives), except to the extent such information (i) is or becomes generally available to the public (other than as a result of a breach of this Section 5(h) by the recipient of such information) or (ii) is required to be disclosed under any applicable law or under subpoena or other legal process. No such investigation shall diminish in any respect any of the representations or warranties of the Parties. The Parties shall be entitled to seek injunctive relief or such other remedy as may be available at law or in equity for any breach by another Party of this Section.

(i) Notice of Developments. Each Party will give prompt written notice to the others of any material development affecting the ability of the Parties to consummate the transactions contemplated by this Agreement or any of the Collateral Agreements, including, but not limited to, a breach of a representation, warranty or covenant of this Agreement. No disclosure by any Party pursuant to this Section 5(i) shall, however, be deemed to amend or supplement the Seller Disclosure Schedule or Transferor Disclosure Schedule or to prevent or cure any misrepresentation, breach of warranty or breach of covenant.

(j) NDS Equipment. The Parties agree that all equipment previously delivered by any Affiliate of News Corporation to Seller or its Subsidiaries (the "NDS Equipment") at its broadcast operations center at Cheyenne, Wyoming or elsewhere, will be removed by News Corporation or an Affiliate at the expense of News Corporation or such Affiliate. The Parties further agree that any agreements related to the acquisition and delivery of the NDS Equipment are terminated as of the date of this Agreement and shall be of no further force or effect. News Corporation, on the one hand, and the Seller, on the other hand, on behalf of themselves and their respective Affiliates, agree to fully, finally and forever release and discharge Seller or News Corporation, as the case may be, and their respective Affiliates, officers, directors, employees, representatives and agents from and against any and all claims, actions, damages, liabilities, costs or expenses arising out of or relating to the NDS Equipment.

(k) Abeyance of EchoStar Litigation. Seller, News Corporation and ASkyB shall promptly as practicable following the date of this Agreement file the Stipulation annexed as Exhibit H hereto with the United States District Court for the District of Colorado to stay all discovery, deadlines, motions and other proceedings in EchoStar Communications Corporation v. The News Corporation Limited, pending in the United States District Court for the District of Colorado (the "EchoStar Litigation").

(l) Transfer Taxes and Prorations. Any sales or other transfer taxes resulting from the transfer of the Transferred Assets shall be borne one-half by the Transferors, on the one hand, and one-half by the Seller, on the other hand. Notwithstanding the foregoing, real estate taxes and other customary prorations made in connection with the sale of real property in the state of Arizona shall be made as of the Closing Date in accordance with Arizona custom and usage.

(m) Further Assurances. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement or the Collateral Agreements or the transactions contemplated hereby or thereby, including, among other things, the orderly transfer and transition of the Transferred Assets from the Transferors to Seller or Newco, as the case may be, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, the costs and expenses of such actions to be borne one-half by the Transferors, on the one hand, and one-half by the Seller, on the other hand, except as otherwise provided in this Agreement or any of the Collateral Agreements. None of the Parties shall take any action or fail to take any action which would reasonably be expected to frustrate the intent and purposes of this Agreement and the Collateral Agreements or the transactions contemplated hereby or thereby.

(n) No Solicitation. Except for the transactions contemplated by this Agreement, from and after the date of this Agreement, until the date of an FCC Order or, in the case of a Bureau Order, the later of October 31, 1999 or five days from the date of such Bureau Order, none of the Transferors shall, nor shall they authorize or permit any officer, director or employee of, or any investment banker, attorney, accountant, or other representative retained by, any one of them to, directly or indirectly, solicit, initiate, encourage or entertain (including by way of furnishing information) discussions, inquiries, offers or proposals or participate in any discussions or negotiations for the purpose or with the intention of leading to any proposal or offer from any Person which constitutes or concerns, or may reasonably be expected to lead to, any proposal for a merger or other business combination involving any proposal or offer to acquire any portion of the Transferred Assets. Each of the Transferors shall promptly (and in any event within two business days) notify Seller of any inquiry it receives from any Person with respect to the subject matter of the first sentence of this Section 5(n).

(o) Bundling. Seller and MCI agree that, following the Closing, MCI shall have the non-exclusive right to bundle Seller's DBS service with MCI's telephony service offerings on mutually agreeable terms.

(p) Casualty; Condemnation.

(i) The Transferors, after learning of any fire or other casualty on or to the Gilbert Property, shall promptly notify Seller thereof, and, as soon as reasonably practicable thereafter, the Transferors shall provide Seller with an estimate of the cost of repairs and the amount of insurance proceeds available to undertake such repairs. Within ten (10) days after receipt of such notices and estimates, Seller shall in turn notify the Transferors whether Seller wants the Transferors to commence repair of the resultant damage of the Gilbert Property. If Seller wants the Transferors to so commence, or if Transferors, in the exercise of prudent business judgment, decide to so commence, the Transferors shall proceed to repair the Gilbert Property but shall not be obligated to expend more than any collected insurance proceeds and the amount of any insurance deductible. Should such fire or other casualty create an emergency situation, the Transferors may elect to take such measures to protect, secure and repair the Gilbert Property as the Transferors in their own discretion determine. At the Closing Date, the Transferors shall pay to Seller any proceeds they have received in respect of any such fire or other casualty; provided, however, that if the Transferors have undertaken any repairs in accordance with this Section 5(p)(i), the Transferors shall turn over to Seller the balance of any unused insurance proceeds in the Transferors' possession. At the Closing, the Transferors shall also assign (without warranty or recourse to the Transferors) to Seller all of the Transferors' rights to any payments to be made after the Closing Date under any hazard insurance policy then in effect with respect to the Gilbert Property. If it is necessary to prosecute a claim to maximize the proceeds of insurance recovery, from and after the Closing Date the Transferors shall diligently undertake such prosecution for the benefit of Seller. The Transferors shall not enter into any agreement to undertake repairs with a term that extends beyond the Closing Date without the prior written consent of Seller, which consent shall not be unreasonably withheld. Following the Closing Date, except as set forth above, the Transferors shall have no further liability or responsibility with respect to any such preceding fire or other casualty at the Gilbert Property. Following the Closing Date, Seller shall reimburse the Transferors for the cost of any repairs made by the Transferors prior to the Closing and not reimbursed by the Transferors' hazard insurance company, to the extent Seller receives any insurance proceeds from and after the Closing Date.

(ii) At the Closing Date, the Transferors shall pay to Seller any proceeds it has received in respect of any taking of any part of the Gilbert Property, and shall assign to Seller without recourse or warranty its right to any future proceeds in respect thereof. Following the Closing Date, the Transferors shall have no further liability or responsibility with respect to any such preceding taking or proceeding regarding the Gilbert Property. If it is necessary to prosecute a claim to maximize the proceeds of taking recovery, from and after the Closing Date the Transferors shall diligently undertake such prosecution for the benefit of Seller.

(q) Title Insurance. ASkyB will obtain, not later than thirty

(30) calendar days following the date of this Agreement with respect to the Gilbert Property, a commitment for an extended coverage ALTA Owner's Policy of Title Insurance Form 1992 issued by a Chicago Title Insurance Company or such other title insurer reasonably satisfactory to Seller (and, if requested by Seller, reinsured in whole or in part by one or more insurance companies and pursuant to a direct access agreement reasonably acceptable to Seller), such amount as Seller reasonably may determine to be the fair market value of such real property (including all improvements located thereon), insuring title to such real property to be in the name of Seller as of the Closing (subject only to the title exceptions described above in Section 4(g)(i) of the Transferor Disclosure Schedule) and containing in substance such endorsements as ASkyB obtained in Chicago Title Insurance Company Policy No. 106 0000449, a copy of which has been furnished to Seller. The cost of such title policy shall be borne one-half by the Transferors, on the one hand, and one-half by Seller, on the other hand.

(r) Surveys. With respect to the Gilbert Property, ASkyB will procure in preparation for the Closing a current survey certified to Seller, prepared by a licensed surveyor and conforming to current ATLA Minimum Detail Requirements for Land Title Surveys, disclosing the location of all improvements, easements, party walls, sidewalks, roadways, utility lines, and other matters shown customarily on such surveys, and showing access affirmatively to a public street or road (the "Survey"). The cost of the Survey shall be borne one-half by the Transferors, on the one hand, and one-half by Seller, on the other hand.

#### 6. Conditions to Obligation to Close

(a) Conditions to Obligation of the Transferors. The obligation of each of the Transferors to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions on or prior to the Closing, any of which may be waived by News Corporation:

(i) The representations and warranties of Seller set forth in Sections 3(b)(i), 3(c)(i), 3(d)(ii), 3(e), 3(g)(A), 3(g)(D) and 3(h)(iii) that are qualified by materiality or a material adverse effect shall be true and correct at and as of the Closing Date, and all other representations and warranties of Seller set forth in such Sections that are not so qualified shall be true and correct in all material respects at and as of the Closing Date, except, in each case, (i) for such representations and warranties that are expressly made as of an earlier date in which case such representations and warranties shall only be true and correct on and as of such earlier date and (ii) as disclosed in the Seller Disclosure Schedule;

(ii) Seller shall have procured all of the consents and approvals specified in Section 6(a)(ii) of the Seller Disclosure Schedule;

(iii) There shall be no statute, law, judgment, decree, injunction, rule or order of any federal, state, local or foreign government, governmental authority, governmental department, commission, administrative or regulatory agency, instrumentality, court or arbitrator ("Governmental Entities") outstanding that prohibits, restricts or delays consummation of the transactions contemplated by this Agreement;

(iv) Seller shall have delivered to the Transferors a certificate, dated the Closing Date, in form and substance reasonably satisfactory to the Transferors, executed by an executive officer of Seller, to the effect that each of the conditions specified above in Section 6(a)(i)-(iii) is satisfied in all respects;

(v) All applicable waiting periods (and any extensions thereof) under the Hart-Scott-Rodino Act shall have expired or otherwise been terminated, and the Parties shall have received the FCC Approval and other authorizations, consents and approvals of other Governmental Entities set forth in the Seller Disclosure Schedule and the Transferor Disclosure Schedule;

(vi) The Transferors shall have received from counsel to Seller an opinion addressed to the Transferors and dated as of the Closing Date in form and substance reasonably satisfactory to the Transferors;

(vii) Seller shall have executed and delivered to the Transferors the Registration Rights Agreement;

(viii) Seller shall have executed and delivered, and shall have caused Charles W. Ergen to execute and deliver, to the Transferors the Settlement Agreement and Mutual Release;

(ix) Seller shall have caused to be executed and delivered to the Transferors the Set Top Box Agreement;

(x) Seller shall have executed and delivered to the Transferors the Retransmission Consent Agreement; and

(xi) Seller shall have executed and delivered to the Transferors an Assignment and Assumption Agreement with respect to the Assigned Contracts, in a form to be mutually agreed upon by the parties thereto (the "Contract Assignment and Assumption"), and the assumption of the Assigned Contracts and the MCI FCC License shall be effective as of the Closing Date.

In the event that one or more of the preceding conditions to the Transferor's obligations to close have not been satisfied on or prior to the Closing Date, the Transferors may nonetheless proceed to close (without waiving such condition) and seek a purchase price adjustment from or pursue a cause of action for damages against Seller for the failure of Seller to satisfy such condition.

(b) Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions on or prior to the Closing, any of which may be waived by Seller:

(i) The representations and warranties of each of the Transferors set forth in Sections 4(b) (excluding the representations and warranties with respect to good standing status), 4(c)(i), 4(d), 4(f)(A), 4(h)(iii)(A), 4(h)(iii)(B), 4(h)(iii)(C), 4(l)(i) and 4(m)(i) that are qualified by reference to materiality or a material adverse effect shall be true and correct at and as of the Closing Date, and all other representations and warranties set forth in such sections that are not so qualified shall be true and correct in all material respects at and as of the Closing Date except, in each case, (i) for such representations and warranties that are expressly made as of an earlier date, in which case such representations and warranties shall only be true and correct on and as of such earlier date and (ii) as disclosed in the Transferor Disclosure Schedule;

(ii) The Transferors shall have procured all of the consents specified in Section 6(b)(ii) of the Transferor Disclosure Schedule; provided, however, that if the Transferors are unable to procure a consent to the assignment of an Assigned Contract, but are able to provide Seller with all of the benefits under such Assigned Contract at no additional cost to Seller, then Seller shall waive this condition with respect to such Assigned Contract;

(iii) There shall be no statute, law, judgment, decree, injunction, rule or order of any Governmental Entity which prohibits, restricts or delays consummation of the transactions contemplated by this Agreement;

(iv) Each of the Transferors shall have delivered to Seller a certificate, dated the Closing Date, in form and substance reasonably satisfactory to Seller, executed by an executive officer of each of the Transferors, respectively, to the effect that (A) each of the conditions specified above in Section 6(b)(i)-(iii) is satisfied in all respects and (B) the representations and warranties set forth in Section 4(o) are true and correct in all material respects;

(v) All applicable waiting periods (and any extensions thereof) under the Hart-Scott-Rodino Act shall have expired or otherwise been terminated, and the Parties shall have received the FCC Approval and other authorizations, consents and approvals of other Governmental Entities set forth in the Seller Disclosure Schedule and the Transferor Disclosure Schedule;

(vi) Seller shall have received from counsel to MCI, an opinion or opinions addressed to Seller and dated as of the Closing Date in form and substance reasonably satisfactory to Seller;

(vii) The Transferors shall have executed and delivered to Seller the Registration Rights Agreement;

(viii) The Transferors shall have executed and delivered the Settlement Agreement and Mutual Release;

(ix) The Transferors shall have caused to be executed and delivered to Seller the Set Top Box Agreement;

(x) The Transferors shall have caused to be executed and delivered to Seller the Retransmission Consent Agreement;

(xi) The Transferors shall have caused to be executed and delivered to Seller the Components License Agreement;

(xii) The Transferors shall have delivered to Seller a Special Warranty Deed in the form of Exhibit I annexed hereto, conveying the Gilbert Property to Seller;

(xiii) The Transferors shall have satisfied their obligations contained in Section 5(f)(vi) hereof; and

(xiv) The Transferors shall have executed and delivered to Seller the Contract Assignment and Assumption, and an instrument or instruments of transfer in form and substance reasonably satisfactory to Seller with respect to the transfer of the Earth Station Authorizations and the Intellectual Property set forth in Section 2(b)(vi), and the assignment of all Assigned Contracts, the MCI FCC License, the Earth Station Authorization and the Intellectual Property shall be effective as of the Closing Date.

In the event that one or more of the preceding conditions to Seller's obligations to close have not been satisfied on or prior to the Closing Date, Seller may nonetheless proceed to close (without waiving such condition) and seek a purchase price adjustment from or pursue a cause of action for damages against the Transferors for the failure of the Transferors to satisfy such condition.

## 7. Remedies for Breach of this Agreement

(a) Survival. All covenants and agreements contained in this Agreement and the right to indemnification with respect to all representations and warranties contained in this Agreement or in any certificate, document or statement delivered pursuant hereto, shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive. Notwithstanding anything to the contrary in the foregoing, the right to indemnification with respect to each representation and warranty (but not the covenants and other agreements) contained in this Agreement or made pursuant to any certificate, document or statement delivered pursuant hereto shall terminate on the last day of the eighteenth month after the month that includes the Closing Date (the "Survival Date"); provided, however, that the right to indemnification with respect to such representations and warranties, and the Liability of any party with respect thereto, shall not terminate with respect to any claim, whether or not fixed as to Liability or liquidated as to amount, with respect to which such party has been given written notice prior to the Survival Date.

(b) Indemnification Provisions for Benefit of the Transferors. Seller shall indemnify each of the Transferors and their respective shareholders, officers, directors, employees, agents and Affiliates (collectively, "Transferor Indemnitees") and hold each of them harmless from and against and in respect of any Damages directly or indirectly incurred by any of them as a result of any breach of a representation, warranty, covenant or agreement of Seller made hereunder. For purposes of determining any such Damages incurred by the Transferor Indemnitees, no regard shall be given to the adjustment provisions set forth in Section 2(a)(ii) hereof.

(c) Indemnification Provisions for Benefit of Seller. Each of News Corporation, MCI and ASkyB, jointly and severally, shall indemnify Seller, and its shareholders, officers, directors, employees, agents and Affiliates and hold each of them harmless from and against and in respect of any Damages directly or

indirectly incurred by any of them as a result of any breach of a representation, warranty, covenant or agreement of News Corporation, ASkyB, the ASkyB Buyer, MCI or the MCI Buyer made hereunder other than Section 4(g)(i), if any Damages suffered as a result thereof are recoverable under Seller's title insurance policy.

(d) Notification; Rights of Parties to Settle or Defend. Promptly after the occurrence of any event which may give rise to a claim for indemnification under this Section 7, the party entitled to indemnification (the "Indemnified Party") shall notify the indemnifying party (the "Indemnitor") in writing of such claim (the "Claims Notice"). The Claims Notice shall describe the asserted liability in reasonable detail, and shall indicate the amount (estimated, if necessary and to the extent feasible) of the Damages that have been or may be suffered by the Indemnified Party. Failure by the Indemnified Party to give a Claims Notice to the Indemnitor in accordance with the provisions of this Section 7(d) shall not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor has been actually and materially prejudiced by such failure. The Indemnitor may elect to compromise or defend, at its own expense, by its own counsel and to the extent an election with respect to such compromise or defense is available to the Indemnified Party, any asserted liability. If the Indemnitor elects to compromise or defend such asserted liability, it shall within 30 calendar days (or sooner, if the nature of the asserted liability so requires) notify the Indemnified Party of its intent to do so, and the Indemnified Party shall cooperate, at the expense of the Indemnitor, in the compromise of, or defense against, such asserted liability. If the Indemnitor elects to defend any claim, the Indemnified Party shall make available to the Indemnitor any books, records or other documents within its control that are necessary or appropriate for such defense. If the Indemnitor elects not to compromise or defend the asserted liability, fails to notify the Indemnified Party of its election as herein provided or contests its obligation to indemnify under this Agreement (or if counsel to the Indemnified Party advises such party that there may be a potential conflict of interest between the Indemnitor and the Indemnified Party, or between the Indemnified Party and any other indemnified party, or that different or additional defenses from those available to the Indemnified Party may be available to any other indemnified party), the Indemnified Party may pay, compromise or defend (at the expense of the Indemnitor) such asserted liability as the Indemnified Party considers appropriate. The Parties agree to cooperate fully with one another in the defense, settlement or compromise of any asserted liability. Notwithstanding the foregoing, neither the Indemnitor nor the Indemnified Party may settle or compromise any claim over the objection of the other; provided, however, that consent to settlement or compromise shall not be unreasonably withheld. In any event, the Indemnified Party and the Indemnitor may participate, at their own expense, in the defense of such asserted liability. For the avoidance of doubt, the rights to indemnification under this Agreement shall arise in the event of both claims asserted directly by one Party against the other as well as claims asserted by third parties against a Party.

(e) Exclusive Remedy. Except with respect to a termination of this Agreement pursuant to Section 8(a)(ii) or Section 8(a)(iii) hereof, the Parties acknowledge and agree that the indemnity rights set forth in this Section 7 are to be their exclusive monetary remedies for breaches of the representations, warranties and covenants contained herein; provided, however, that nothing in this Section 7(e) shall limit in any way the availability of specific performance, injunctive relief or other equitable remedies to which a Party may otherwise be entitled or a cause of action for fraud.

(f) Limitations. Any indemnity amounts payable by an Indemnitor hereunder shall be net of any tax benefit received by the Indemnified Party as a result of the claim or event giving rise to indemnification.

## 8. Termination

### (a) Termination of Agreement.

The Parties may terminate this Agreement only as provided below:

(i) The Parties may terminate this Agreement by mutual written consent at any time prior to the Closing;

(ii) The Transferors may terminate this Agreement by giving written notice to Seller at any time prior to the Closing in the event Seller is in breach, in any material respect, of any of the representations and warranties set forth in Section 6(a)(i), unless such breach shall be subject to cure, in which event termination may

only be effected if such breach shall remain uncured on the 60th day following receipt of notice of breach; provided, however, that if any such breach is incapable of cure within 60 days and Seller acted reasonably diligently during such 60-day period in attempting to cure such breach, this Agreement shall not be terminated pursuant to this Section 8(a)(ii) for so long as the breach remains subject to cure and Seller acts continuously with reasonable diligence in attempting to cure such breach;

(iii) Seller may terminate this Agreement by giving written notice to the Transferors at any time prior to the Closing in the event any of the Transferors is in breach, in any material respect, of any of the representations and warranties set forth in Section 6(b)(i), unless such breach shall be subject to cure, in which event, termination may only be effected if such breach shall remain uncured on the 60th day following receipt of notice of breach; provided, however, that if any such breach is incapable of cure within 60 days and the breaching party acted reasonably diligently during such 60-day period in attempting to cure such breach, this Agreement shall not be terminated pursuant to this Section 8(a)(iii) for so long as the breach remains subject to cure and the breaching party acts continuously with reasonable diligence in attempting to cure such breach; or

(iv) Either the Transferors or Seller may terminate this Agreement by giving written notice to Seller or the Transferors, as the case may be:

(A) if, within the later of (x) December 31, 1999 and (y) sixty (60) days following the date of a Bureau Order, the FCC does not release a Preliminary FCC Approval, or if such Preliminary FCC Approval is released within such sixty (60) day period but does not become an FCC Approval within thirty (30) days thereafter;

(B) if, within sixty (60) days following the date of an FCC Order, the FCC does not release a Preliminary FCC Approval, or if such Preliminary FCC Approval is released within such sixty (60) day period but does not become an FCC Approval within thirty (30) days thereafter; or

(C) if within sixty (60) days following the date of an FCC Approval or FCC Order which conditionally grants the FCC's consent to the assignment of the MCI FCC License to Seller or Newco, the Parties are unable to satisfy a condition other than a Material Condition.

(b) Effect of Termination

(i) If any Party terminates this Agreement pursuant to Section 8(a), this Agreement shall become null and void and all obligations of the Parties hereunder shall terminate without any Liability of any Party to any other Party, except for (A) any Liability of any Party then in breach and (B) the provisions of the third sentence of Section 5(h) relating to confidential information which shall survive termination.

(ii) Notwithstanding the foregoing, (A) if this Agreement is terminated for any reason other than pursuant to Section 8(a)(ii) or Section 8(a)(iii), Seller shall purchase from the Transferors, and the Transferors shall sell to Seller, Sky II, together with all rights associated therewith, immediately following the later of the date of termination or the Transferors' receipt of title to Sky II from Loral pursuant to Article 12.1 of the Loral Contract, i.e., in-orbit delivery, at a purchase price equal to the actual direct payments made under the Loral Contract in respect of Sky II through the date of purchase, and Seller shall assume all obligations of the Transferors with respect to Sky II under Article 13 of the Loral Contract dealing with orbital performance incentives; provided, however, that, as an alternative to purchasing Sky II, Seller may, at its option, purchase Sky I, together with all rights associated therewith, from the Transferors, immediately following the later of the date of termination or the Transferors' receipt of title to Sky I from Loral pursuant to Article 12.1 of the Loral Contract, i.e., in-orbit delivery, at a purchase price equal to the actual direct payments made under the Loral Contract in respect of Sky I through the date of

purchase, and Seller shall assume all obligations of Transferors with respect to Sky I under Article 13 of the Loral Contract dealing with orbital performance incentives; (B) if this Agreement is terminated by the Transferors pursuant to Section 8 (a)(ii), the Transferors may elect to sell to Seller, and if so elected Seller shall purchase from the Transferors, at the Transferors' option, either Sky I or Sky II, together with all rights associated therewith, immediately following the later of the date of termination or the Transferors' receipt of title thereto from Loral pursuant to Article 12.1 of the Loral Contract, i.e, in-orbit delivery, at a purchase price equal to the actual direct payments made under the Loral Contract in respect of Sky I or Sky II, as applicable, through the date of purchase, and Seller shall assume all obligations of the Transferors with respect to Sky I or Sky II, as the case may be, under Article 13 of the Loral Contract dealing with orbital performance incentives; or (C) if this Agreement is terminated by Seller pursuant to Section 8(a)(iii), Seller may elect to purchase from the Transferors, and if so elected the Transferors shall sell to Seller, at Seller's option, either Sky I or Sky II, together with all rights associated therewith, immediately following the later of the date of termination or the Transferors' receipt of title thereto from Loral pursuant to Article 12.1 of the Loral Contract, i.e, in-orbit delivery, at a purchase price equal to the actual direct payments made under the Loral Contract in respect of Sky I or Sky II, as applicable, through the date of purchase, and Seller shall assume all obligations of the Transferors with respect to Sky I or Sky II, as the case may be, under Article 13 of the Loral Contract dealing with orbital performance incentives. As an alternative to the foregoing provisions with respect to the Transferors' sale to Seller of Sky I or Sky II, and subject to Loral's prior written consent, Transferors may assign to Seller the Loral Contract as it relates to the applicable satellite, together with all rights associated therewith. In all events, Transferors may also assign Seller's Launch Insurance, if any, relating to the applicable satellite, in which event, the purchase price for such satellite, shall include the actual direct payments made with respect to such satellite under Seller's Launch Insurance policy. The purchase price for either Sky I or Sky II shall be payable in cash on or prior to the 180th day (the "Payment Date") following the assignment of the Loral Contract, the termination of this Agreement or the Transferors' receipt of title thereto from Loral pursuant to Article 12.1 of the Loral Contract (the "Transfer Date"), i.e, in-orbit delivery, as applicable, together with interest thereon at the LIBOR rate from the Transfer Date to the payment date of such purchase price; provided, however, that if Seller fails to pay such purchase price, together with all accrued interest thereon, on or prior to the Payment Date, interest will accrue on such unpaid purchase price and accrued interest at a rate of 17.5% per annum from the 181st day following the Transfer Date to the payment date therefor. All representations, warranties and covenants of the Transferors in this Agreement with respect to the Satellite Contracts shall be applicable in connection with the purchase or assignment of either Sky I or Sky II pursuant to this paragraph.

(iii) Without limiting the generality of subSection (b)(i) above, if this Agreement is terminated pursuant to either Section 8(a)(ii) or Section 8(a)(iv), Seller, News Corporation and ASkyB shall promptly as practicable following the date of such termination execute and file the Settlement Agreement and Mutual Release and the Final Stipulation of Dismissal annexed thereto with the United States District Court for the District of Colorado to dismiss the EchoStar Litigation with prejudice provided, however, if this Agreement is terminated pursuant to Section 8(a)(iv)(C) because an FCC Approval or FCC Order contained a condition that is within the control of the Transferors, and such condition is not satisfied, even though the Seller acted in good faith in connection therewith, the EchoStar Litigation shall not be dismissed.

## 9. Miscellaneous

(a) Press Releases and Announcements. No Party shall issue any press release or announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party, which approval shall not be unreasonably withheld; provided, however, that no Party shall be prohibited from making any public disclosure it believes in good faith on advice of counsel is required by law or regulation, including, the rules and regulations of any securities exchange or inter-dealer quotation system upon

which the securities of one of the Parties are listed or admitted for trading (in which case the disclosing Party will advise the other Parties prior to making the disclosure). Prior to the making of any disclosure required by law or regulation, the disclosing Party shall consult with the other Parties, to the extent feasible, as to the content of such public announcement or press release and provide the other Party with an opportunity to review and comment thereon.

(b) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement (including the Schedules hereto and the Collateral Agreements referred to herein), constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof (except for any contemporaneous writing signed by Seller, on the one hand, and any of the Transferors, on the other hand, which specifically refers to their Agreement).

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the Transferors and Seller, except as provided in Sections 2(a) and (b) with respect to the designation of the ASkyB Buyer (if it is not a Party), the MCI Buyer (if it is not a Party) and Newco and in Section 9(m)(iv) with respect to the transfer of Shares to direct or indirect wholly-owned Subsidiaries of News Corporation or MCI; provided, however, that as a condition to any such designation, ASkyB, MCI Buyer and Newco, as the case may be, shall agree in writing to be bound by all of the provisions of this Agreement applicable to the Party making such designation; and provided further, that as a condition to any transfer pursuant to Section 9(m)(iv), the transferee shall agree in writing to be bound by the restrictions set forth in Section 9(m).

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered

or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller: EchoStar Communications Corporation  
5701 South Santa Fe Drive  
Littleton, Colorado 80120  
Attn: David K. Moskowitz, Esq.  
Senior Vice President,  
General Counsel and Secretary  
Telecopy: (303) 723-1699

If to MCI: MCI Telecommunications Corporation  
1801 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006  
Attn: Michael Salsbury, Esq.  
General Counsel  
Telecopy: (202) 887-3353

If to ASkyB or News Corporation: The News Corporation Limited  
c/o News America Incorporated  
1211 Avenue of the Americas  
New York, New York 10036  
Attn: Arthur M. Siskind, Esq.  
Senior Executive Vice  
President and Group General Counsel  
Telecopy: (212) 768-2029

Any Party may give any notice, request, demand, claim, or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the individual for whom it is intended. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(i) Amendments and Waivers. No amendment of any provisions of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto. Any Party may waive compliance by another Party with any provision of this Agreement, which waiver must be in writing. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(k) Expenses. Except as otherwise provided in this Agreement, each of the Parties shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(l) Construction. The language used in this Agreement will be deemed to be

the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Any reference to the "transactions contemplated hereby," the "transactions contemplated by this Agreement," the "transactions contemplated under this Agreement" or the "transactions contemplated pursuant to this Agreement" shall be deemed to also refer to any other document, agreement or certificate to be executed or delivered on or prior to the Closing. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

(m) Restrictions on Transfer. Notwithstanding anything to the contrary set forth herein or in the Registration Rights Agreement, the ASkyB Buyer and the MCI Buyer agree that:

(i) Until such time (the "Completion Date") as all amounts due under the Satellite Contracts have been paid (including, at the Transferors' option, through the payment into escrow of all amounts scheduled to become due under the Satellite Contracts), the ASkyB Buyer and the MCI Buyer (collectively, the "Buyers") may, directly or indirectly, sell, assign, transfer, pledge, hypothecate or otherwise dispose of any interest in the Shares (a "Disposition") in an amount not to exceed 10% of the Shares issued to the Buyers on the Closing Date (subject to adjustment for any stock split, stock dividend, subdivision or combination of the Common Stock or any other action having a similar effect on the Common Stock);

(ii) Subject to subsection (i) above, from and after the Closing Date and during the two-year period commencing on the Closing Date, Dispositions may be made by the ASkyB Buyer and the MCI Buyer in an amount not to exceed for each 365-day period thereafter one-third (1/3) of the Shares issued to the Buyers on the Closing Date (subject to adjustment for any stock split, stock dividend, subdivision or combination of the Common Stock or any other change in corporate structure affecting the Common Stock); provided, however, that any Shares permitted to be sold, but not sold during the first 365-day period, shall be added to the number of Shares permitted to be sold during the second 365-day period; and provided, further, that the ASkyB Buyer and the MCI Buyer shall be permitted pursuant to a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act, to make a Disposition of Shares in an amount not to exceed (x) the difference between 50% of the Shares issued to the Buyers and the number of shares Disposed of by the Buyers in accordance with this subsection (ii) during the first 365-day period, or (y) the difference between 80% of the Shares issued to the buyers and the number of Shares Disposed of by the buyers in accordance with this subsection (ii) during the first and second 365-day periods;

(iii) Subject to subsection (i) above, from and after the second anniversary of the Closing Date, Dispositions may be made by the ASkyB Buyer and the MCI Buyer without regard to any restriction on the amount of Shares sold, except as may be imposed by applicable law; and

(iv) Nothing contained in this Section 9(m) shall limit the right of the ASkyB Buyer or the MCI Buyer to transfer any of its Shares to a direct or indirect wholly-owned subsidiary of either MCI or News Corporation.

(n) Legends. The Transferors agree to the placement on certificates representing the Shares purchased pursuant hereto, of a legend, substantially as set forth below (except that such legend shall not be placed on any Shares that have been registered under the Securities Act or if, in the opinion of counsel (which opinion shall be in form and substance satisfactory to Seller), such legend is no longer required under the Securities Act):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE

"SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE OFFERED, SOLD, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF SUCH OTHER STATE OR JURISDICTION. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS (INCLUDING THE PROVISIONS THAT RESTRICT THE TRANSFER OF SUCH SECURITIES) OF A PURCHASE AGREEMENT, DATED AS OF NOVEMBER 30, 1998, AMONG AMERICAN SKY BROADCASTING, LLC, THE NEWS CORPORATION LIMITED, MCI TELECOMMUNICATIONS CORPORATION AND ECHOSTAR COMMUNICATIONS CORPORATION (THE "COMPANY"), COPIES OF WHICH ARE ON FILE AT THE OFFICES OF THE SECRETARY OF THE COMPANY. THE HOLDER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE AGREES THAT IT WILL COMPLY WITH THE FOREGOING RESTRICTIONS."

(o) Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event of any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of the Agreement and to enforce specifically this Agreement and the terms and Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

(p) Incorporation of Schedules. The Schedules identified in this Agreement, including the Seller Disclosure Schedule and the Transferor Disclosure Schedule, are incorporated herein by reference in their entirety and made a part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

AMERICAN SKY BROADCASTING, LLC

By: /s/ Lawrence A. Jacobs  
Name: Lawrence A. Jacobs  
Title: Senior Vice President

THE NEWS CORPORATION LIMITED

By: /s/ Arthur M. Siskind  
Name: Arthur M. Siskind  
Title: Director

MCI TELECOMMUNICATIONS CORPORATION

By: /s/ William S. Armistead  
Name: William S. Armistead  
Title: Vice President

ECHOSTAR COMMUNICATIONS CORPORATION

By: /s/ David K. Moskowitz  
Name: David K. Moskowitz  
Title: Senior Vice President

CERTIFICATE OF AMENDMENT  
OF THE  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
EHOSTAR COMMUNICATIONS CORPORATION

EchoStar Communications Corporation (the "Corporation"), a corporation organized and existing under the laws of the State of Nevada, does hereby certify:

FIRST: That the Board of Directors of the Corporation duly adopted a resolution setting forth the proposed amendment to the Corporation's Amended and Restated Articles of Incorporation, declaring such amendment to be advisable and submitting such amendment to the shareholders of the Corporation for consideration thereof at a special meeting of shareholders on February , 1999 at the principal offices of the Corporation.

SECOND: That at such special meeting of shareholders, such amendment was approved by receiving the affirmative vote of a majority of the total voting power of the Corporation entitled to vote at the meeting, in accordance with Section 78.390 of the Nevada General Corporation Law ("NGCL"). Pursuant to Article III, Section 3.5 of the Corporation's Bylaws, and in accordance with Section 78.390 of the NGCL, prompt written notice was given to all shareholders of record of such special meeting.

The resolution approving the amendment is as follows:

RESOLVED, that ARTICLE V, Paragraph 1, Subparagraph (b) of the Corporation's Amended and Restated Articles of Incorporation is hereby amended and restated to read as follows:

"(b) A quorum for the purpose of shareholder meetings shall consist of a majority of the voting power of the Corporation. If a quorum is present, the effective vote of a majority of the voting power represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number is required by any provisions contained in the NGCL. Notwithstanding any provisions contained in the NGCL requiring the vote of shares possessing two-thirds of the voting power of the Corporation to take action, absent a provision herein to the contrary, in the case of such provisions the affirmative vote of a majority of the voting power shall be the act of the shareholders."



PROXY SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned hereby appoints David K. Moskowitz and Steven B. Schaver, each with the power to appoint his substitute, and hereby authorizes them to represent and to vote as designated below, all the shares of Class A Common Stock and Class B Common Stock of EchoStar Communications Corporation ("EchoStar"), held of record by the undersigned on February , 1999, at the Special Meeting of Shareholders to be held on February , 1999, or any adjournment thereof.

1. PROPOSAL TO ISSUE SHARES OF ECHOSTAR'S CLASS A COMMON STOCK AS CONSIDERATION FOR THE ACQUISITION OF CERTAIN SATELLITE BROADCASTING ASSETS PURSUANT TO THE PURCHASE AGREEMENT DATED AS OF NOVEMBER 30, 1998, BY AND AMONG AMERICAN SKY BROADCASTING, LLC, THE NEWS CORPORATION LIMITED, MCI TELECOMMUNICATIONS CORPORATION AND ECHOSTAR.

/ / FOR / / AGAINST / / ABSTAIN

2. PROPOSAL TO AMEND ECHOSTAR'S AMENDED AND RESTATED ARTICLES OF INCORPORATION TO CLARIFY CERTAIN VOTING PROVISIONS SET FORTH THEREIN.

3. TO TRANSACT SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE SPECIAL MEETING OR ANY ADJOURNMENT THEREOF.

THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED SHAREHOLDER. IF NO DIRECTION IS MADE THIS PROXY WILL BE VOTED FOR PROPOSAL NO. 1 AND PROPOSAL NO. 2. THIS PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO PROPOSALS NOT KNOWN OR DETERMINED AT THE TIME OF THE MAILING OF THE NOTICE OF SPECIAL MEETING OF SHAREHOLDERS TO THE UNDERSIGNED.

The undersigned hereby acknowledges receipt of the Notice of Special Meeting of Shareholders and Proxy Statement furnished herewith.

Dated: \_\_\_\_\_, 1999

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Signature

-----  
Signature if held jointly

Signatures should agree with the name(s) stenciled hereon. Executors, administrators, trustees, guardians and attorneys should indicate when signing. Attorneys should submit powers of attorney.

PLEASE SIGN AND RETURN THIS PROXY IN THE ENCLOSED PRE-ADDRESSED ENVELOPE.  
THE TENDER OF A PROXY WILL NOT AFFECT YOUR RIGHT TO VOTE IN PERSON IF YOU ATTEND  
THE MEETING OR TO SUBMIT A LATER DATED REVOCATION OR AMENDMENT TO THIS PROXY ON  
ANY OF THE ISSUES SET FORTH ABOVE.