

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED
PURSUANT TO RULE 13d-1(a) AND AMENDMENTS THERETO
FILED PURSUANT TO RULE 13d-2(a)

(Amendment No. 1)/1/

ECHOSTAR COMMUNICATIONS CORPORATION

(Name of Issuer)

Class A Common Stock, par value \$.01 per share

(Title of Class of Securities)

282-762-109

(CUSIP Number)

Arthur M. Siskind, Esq.
The News Corporation Limited
c/o News America Incorporated
1211 Avenue of the Americas
New York, New York 10036
(212) 852-7000

with copies to:

Joel I. Papernik, Esq.
Squadron, Ellenoff, Plesent & Sheinfeld, LLP
551 Fifth Avenue
New York, New York 10176
(212) 661-6500
(Name, address and telephone number of person
authorized to receive notices and communications)

June 24, 1999

(Date of event which Requires Filing of this Statement)

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

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

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

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

1 Name of Reporting Persons/I.R.S. Identification Nos. of Above Persons
The News Corporation Limited

2 Check the Appropriate Box if a Member of a Group (a) []
(b) []

3 SEC Use Only

4 Source of Funds
00

5 Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) []

6 Citizenship or Place of Organization
South Australia, Australia

Number of Shares Beneficially Owned by Each Reporting Person with	7	Sole Voting Power 6,891,096
-----	8	Shared Voting Power -0-
	9	Sole Dispositive Power 6,891,096
	10	Shared Dispositive Power -0-

11 Aggregate Amount Beneficially Owned by Each Reporting Person
6,891,096

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares []

13 Percent of Class Represented by Amount in Row (11)
30.3 %/1/

14 Type of Reporting Person
CO

/1/ Based on (i) 15,845,575 shares of Class A Common Stock, par value \$.01 per share ("Class A Common Stock"), of EchoStar Communications Corporation ("EchoStar") outstanding on May 7, 1999 as reported in the Quarterly Report on Form 10-Q of EchoStar for the quarter ended March 31, 1999 (the "Form 10-Q"), together with the issuance to News America Incorporated ("NAI") of 6,891,096 shares of Class A Common Stock issued pursuant to the Purchase Agreement (as defined herein). Considering the additional 1,712,020 shares of Class A Common Stock issued to MCI Telecommunications Corporation ("MCI") pursuant to the Purchase Agreement, the percentage of the Class A Common Stock that the Reporting Persons (as defined herein) may be deemed to have beneficial ownership would be 35.2%. As reported in the Form 10-Q, there were outstanding 29,804,401 shares of Class B Common Stock, par value \$.01 per share ("Class B Common Stock"), of EchoStar. Because such Class B Common Stock is convertible on a one-for-one basis into Class A Common Stock, assuming conversion of shares of Class B Common Stock into Class A Common Stock, the percentage of the Class A Common Stock that the Reporting Persons may be deemed to have beneficial ownership of would be 13.1%. Because each share of Class B Common Stock is entitled to 10 votes per share, the Reporting Persons beneficially own equity securities of EchoStar representing approximately 2.1% of the voting power of EchoStar (assuming no conversion of the Class B Common Stock).

1 Name of Reporting Persons/S.S. or I.R.S. Identification Nos. of Above Persons
 News America Incorporated/13-3249610

2 Check the Appropriate Box if a Member of a Group (a) []
 (b) []

3 SEC Use Only

4 Source of Funds
 00

5 Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) []

6 Citizenship or Place of Organization
 Delaware, U.S.A.

Number of Shares Beneficially Owned by Each Reporting Person with -----	7	Sole Voting Power 6,891,096
	8	Shared Voting Power -0-
	9	Sole Dispositive Power 6,891,096
	10	Shared Dispositive Power -0-

11 Aggregate Amount Beneficially Owned by Each Reporting Person
 6,891,096

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares []

13 Percent of Class Represented by Amount in Row (11)
 30.3%/1/

14 Type of Reporting Person
 CO

/1/ Based on (i) 15,845,575 shares of Class A Common Stock of EchoStar outstanding on May 7, 1999 as reported in the Form 10-Q, together with the issuance to NAI of 6,891,096 shares of Class A Common Stock pursuant to the Purchase Agreement. Considering the additional 1,712,020 shares of Class A Common Stock issued to MCI pursuant to the Purchase Agreement, the percentage of the Class A Common Stock that the Reporting Persons may be deemed to have beneficial ownership would be 35.2%. As reported in the Form 10-Q, there were outstanding 29,804,401 shares of Class B Common Stock of EchoStar. Because such Class B Common Stock is convertible on a one-for-one basis into Class A Common Stock, assuming conversion of shares of Class B Common Stock into Class A Common Stock, the percentage of the Class A Common Stock that the Reporting Persons may be deemed to have beneficial ownership of would be 13.1%. Because each share of Class B Common Stock is entitled to 10 votes per share, the Reporting Persons beneficially own equity securities of EchoStar representing approximately 2.1% of the voting power of EchoStar (assuming no conversion of the Class B Common Stock).

1 Name of Reporting Persons/S.S. or I.R.S. Identification Nos. of Above Persons
K. Rupert Murdoch

2 Check the Appropriate Box if a Member of a Group (a) []
(b) []

3 SEC Use Only

4 Source of Funds
00

5 Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) []

6 Citizenship or Place of Organization
United States

Number of Shares Beneficially Owned by Each Reporting Person with -----	7	Sole Voting Power	6,891,096
	8	Shared Voting Power	-0-
	9	Sole Dispositive Power	6,891,096
	10	Shared Dispositive Power	-0-

11 Aggregate Amount Beneficially Owned by Each Reporting Person
6,891,096

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares []

13 Percent of Class Represented by Amount in Row (11)
30.3%/1/

14 Type of Reporting Person
IN

/1/ Based on (i) 15,845,575 shares of Class A Common Stock of EchoStar outstanding on May 7, 1999 as reported in the Form 10-Q, together with the issuance to NAI of 6,891,096 shares of Class A Common Stock pursuant to the Purchase Agreement. Considering the additional 1,712,020 shares of Class A Common Stock issued to MCI pursuant to the Purchase Agreement, the percentage of the Class A Common Stock that the Reporting Persons may be deemed to have beneficial ownership would be 35.2%. As reported in the Form 10-Q, there were outstanding 29,804,401 shares of Class B Common Stock of EchoStar. Because such Class B Common Stock is convertible on a one-for-one basis into Class A Common Stock, assuming conversion of shares of Class B Common Stock into Class A Common Stock, the percentage of the Class A Common Stock that the Reporting Persons may be deemed to have beneficial ownership of would be 13.1%. Because each share of Class B Common Stock is entitled to 10 votes per share, the Reporting Persons beneficially own equity securities of EchoStar representing approximately 2.1% of the voting power of EchoStar (assuming no conversion of the Class B Common Stock).

1 Name of Reporting Persons/S.S. or I.R.S. Identification Nos. of Above Persons

American Sky Broadcasting, LLC./13-3911831

2 Check the Appropriate Box if a Member of a Group

(a) []
(b) []

3 SEC Use Only

4 Source of Funds
Not Applicable

5 Check Box if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) []

6 Citizenship or Place of Organization
Delaware, U.S.A.

Number of Shares Beneficially Owned by Each Reporting Person with -----	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power -0-

11 Aggregate Amount Beneficially Owned by Each Reporting Person
-0-

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

[]

13 Percent of Class Represented by Amount in Row (11)
0%

14 Type of Reporting Person
00

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D
(Amendment No. 1)

Pursuant to Section 13(d) of the
Securities Exchange Act of 1934

in respect of

ECHOSTAR COMMUNICATIONS CORPORATION

Introductory Statement

This Amendment No. 1 (this "Amendment") to the Statement on Schedule 13D (the "Statement") relates to the Class A Common Stock, par value \$.01 per share (the "Class A Common Stock"), of EchoStar Communications Corporation, a Nevada corporation ("EchoStar"). This Amendment amends and restates in its entirety the Statement originally filed by the "Reporting Persons" (as defined herein) on December 10, 1998 with the Securities and Exchange Commission (the "SEC").

On June 24, 1999, The News Corporation Limited ("News Corporation"), MCI Telecommunications Corporation ("MCI"), American Sky Broadcasting, LLC ("ASkyB") and EchoStar consummated the transactions previously described in the Statement. On such date, pursuant to (i) the Purchase Agreement, dated as of November 30, 1998, among ASkyB, News Corp, MCI and EchoStar (the "Purchase Agreement") and (ii) the letter agreement, dated November 30, 1998, among Charles W. Ergen, EchoStar, ASkyB, News Corporation and MCI (the "Letter Agreement" and collectively with the Purchase Agreement, the "Acquisition Agreements"), News America Incorporated ("NAI"), a wholly-owned subsidiary of News Corporation, acquired an aggregate of 6,891,096 shares of EchoStar's Class A Common Stock.

The descriptions of, and references to, the Acquisition Agreements and other agreements and documents are qualified in their entirety by reference to the complete texts of such agreements and documents filed as Exhibits hereto and incorporated herein by reference.

Item 1. Security and Issuer.

The title of the class of equity securities to which this statement relates is the Class A Common Stock of EchoStar. The address of the principal executive offices of EchoStar is 5701 South Santa Fe Drive, Littleton, Colorado 80120.

Item 2. Identity and Background.

This statement is being filed by (i) News Corporation, a South Australia, Australia corporation, with its principal executive office located at 2 Holt Street, Sydney, New South Wales 2010, Australia, (ii) NAI, a Delaware corporation and a subsidiary of News Corporation, with its principal executive office located at 1211 Avenue of the Americas, New York, New York, 10036, (iii) K. Rupert Murdoch, a United States citizen, with his business address at 10201 West Pico Boulevard, Los Angeles, California 90035 and (iv) ASkyB, a Delaware limited liability company and subsidiary of NAI, with an address c/o News America Publishing Incorporated, 1211 Avenue of the Americas, New York, New York 10036. News Corporation, NAI, K. Rupert Murdoch and ASkyB are referred herein collectively as the "Reporting Persons." The name, residence or business address, principal occupation or employment and the name, principal business, and address of any corporation or other organization in which such employment is conducted with respect to each director and executive officer of the Reporting Persons are set forth in Schedule 1 attached hereto, which is incorporated herein by reference. To the knowledge of the Reporting Persons, each of the persons named on Schedule 1 (the "Schedule 1 Persons") is a United States citizen unless otherwise indicated.

News Corporation is one of the world's largest media companies with total assets as of December 31, 1998 of approximately US \$36 billion and total annual revenues of approximately US \$14 billion. News Corporation's diversified global operations in the United States, Canada, the United Kingdom, Australia, Latin America and the Pacific basin include the production and distribution of motion pictures and television programming; television, satellite and cable broadcasting; the publication of newspapers,

magazines and books; the production and distribution of promotional and advertising products and services; the development of digital broadcasting; the development of conditional access and subscriber management systems; and the creation and distribution of various popular online services.

NAI is a company 100% owned by News Corporation through certain intermediaries. NAI is the principal subsidiary of News Corporation in the United States and whose affiliates and subsidiaries conduct a substantial portion of the United States activities of News Corporation.

K. Rupert Murdoch is the Chairman and Chief Executive of News Corporation; a director of News Publishing Australia Limited ("NPAL"), a holding company 100% of which is owned by News Corporation directly and through certain intermediaries; a director of News International plc, News Corporation's principal subsidiary in the United Kingdom; a director of News Limited, News Corporation's principal subsidiary in Australia; a director of NAI; a director of TVG Holdings, Inc., a wholly-owned subsidiary of NPAL; a director of Satellite Television Asian Region Limited, the Asia Pacific Region's largest satellite television broadcaster; Chairman and a director of British Sky Broadcasting Group plc, which operates the leading pay television broadcasting services in the United Kingdom and the Republic of Ireland; and director, Chairman and Chief Executive Officer of Fox Entertainment Group, Inc., an indirect subsidiary of News Corporation principally engaged in the development, production and worldwide distribution of feature films and television programs, television broadcasting and cable network programming.

Approximately 30% of the voting stock of News Corporation is owned by (i) Mr. Murdoch and members of his family, (ii) Cruden Investments Pty. Limited, a private Australian investment company owned by Mr. Murdoch, members of his family and certain charities and (iii) corporations which are controlled by trustees of settlements and trusts set up for the benefit of the Murdoch family, certain charities and other persons. By virtue of shares of News Corporation owned by such persons and entities, and Mr. Murdoch's positions as Chairman and Chief Executive of News Corporation, Mr. Murdoch may be deemed to control the operations of News Corporation.

ASkyB is a limited liability company which was formed for the purpose of developing, owning and operating a direct broadcast satellite ("DBS") television service covering the United States. NAI and ASkyB Holdings, Inc., a subsidiary of NAI, own 99% and 1%, respectively, of the interests in ASkyB.

During the last five years, none of the Reporting Persons or, to the best of the knowledge of the Reporting Persons, none of the Schedule 1 Persons has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which it was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source or Amount of Funds or Other Consideration.

The shares of Class A Common Stock to which this Statement relates were issued pursuant to the terms of the Purchase Agreement. The consideration for the purchase of such shares was in the form of assets related to the planned digital DBS services of ASkyB. These assets, which were owned by ASkyB, News Corporation or MCI, included certain real property located in Gilbert, Arizona, facilities, improvements and equipment thereon, and related contracts for equipment and maintenance; the Federal Communications Commission ("FCC") authorization to construct, launch and operate satellites in the DBS service operating over 28 frequency channels at the 110 West Longitude orbital location; certain FCC earth station authorizations; contracts with respect to the construction and launch of two satellites; and intellectual property related to the foregoing. See Item 4 below.

Item 4. Purpose of Transaction.

EchoStar, News Corporation, ASkyB and MCI entered into the Purchase Agreement with respect to the acquisition of 30,000,000 shares of Class A Common Stock, subject to adjustment.^{/1/} Pursuant to the

^{/1/} The amount Class A Common Stock actually issued was reduced to 8,603,116 shares pursuant to Section 2(a)(ii) of the Purchase Agreement.

Purchase Agreement, NAI acquired 6,891,096 shares of Class A Common Stock (the "ASkyB Shares")/2/, and MCI acquired 1,712,020 shares of Class A Common Stock (the "MCI Shares," and together with the ASkyB Shares, the "Shares").

The Reporting Persons acquired beneficial ownership of the securities for the purpose of investment. Subject to the Acquisition Agreements, the Reporting Persons intend to continuously review their investment in EchoStar, and may in the future determine to (i) acquire additional securities of EchoStar, through open market purchases, private agreements or otherwise, (ii) dispose of all or a portion of the securities of EchoStar owned by them or (iii) take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the last paragraph of this Item 4 or (iv) otherwise change their investment intent. Notwithstanding anything contained herein, the Reporting Persons specifically reserve the right to change their intentions with respect to any or all of such matters. In reaching any decision as to their course of action (as well as to the specific elements thereof), the Reporting Persons currently expect that they would take into consideration a variety of factors, including, but not limited to, EchoStar's financial condition, business, operations and prospects, other developments concerning EchoStar and the satellite business generally, other business opportunities available to the Reporting Persons, other developments with respect to the business of the Reporting Persons, general economic conditions and money and stock market conditions, including the market price of the securities of EchoStar. See Item 6.

Other than as described herein, none of the Reporting Persons have any present plans or proposals which relate to or would result in: (a) the acquisition by any person of additional securities of EchoStar or the disposition of securities of EchoStar; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving EchoStar or any of its subsidiaries; (c) a sale or transfer of a

/2/ Pursuant to Section 2(a)(i)(A) of the Purchase Agreement, ASkyB designated NAI to acquire the ASkyB Shares.

material amount of assets of EchoStar or any of its subsidiaries; (d) any change in the Board of Directors or management of EchoStar, including any plans or proposals to change the number or terms of directors or to fill any existing vacancies on the Board of Directors of EchoStar; (e) any material change in the present capitalization or dividend policy of EchoStar; (f) any other material change in EchoStar's business or corporate structure; (g) changes in EchoStar's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of EchoStar by any person; (h) a class of securities of EchoStar being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of EchoStar becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); or (j) any action similar to those enumerated above.

Item 5. Interest in Securities of the Issuer.

On June 24, 1999, by virtue of the consummation of the transactions contemplated by the Purchase Agreement, NAI became the direct beneficial owner of 6,891,096 shares of Class A Common Stock. Each of News Corporation and K. Rupert Murdoch may be deemed to be indirect beneficial owners of such shares. Based upon the number of shares of Class A Common Stock and Class B Common Stock reflected as outstanding as of May 7, 1999 in EchoStar's Quarterly Report on Form 10-Q for the period ended March 31, 1999 (the "Form 10-Q"), the shares of EchoStar's securities beneficially owned by the Reporting Persons represent approximately 30.3% of the Class A Common Stock (approximately 13.1% assuming the conversion of the Class B Common Stock into Class A Common Stock) and approximately 2.1% of the combined voting power of the Class A Common Stock and the Class B Common Stock. The holders of Class A Common Stock are entitled to one vote for each share of Class A Common Stock held, and the holders of Class B Common Stock are entitled to ten votes for each share of the Class B Common Stock held.

To the Reporting Persons' knowledge, MCI is the direct beneficial owner of 1,712,020 shares of Class A Common Stock. Based upon the number of shares of Class A Common Stock and Class B Common Stock reflected as outstanding as of May 7, 1999 in the Form 10-Q, the shares of EchoStar's securities beneficially owned by MCI represent approximately 9.8% of the Class A Common Stock (approximately 3.6% assuming the conversion of the Class B Common Stock into Class A Common Stock) and approximately 0.5% of the combined voting power of the Class A Common Stock and the Class B Common Stock.

Subject to the Letter Agreement, the Reporting Persons have the sole power to vote the ASkyB Shares. See Item 6 below.

On June 24, 1999, EchoStar issued the ASkyB Shares to NAI, parent of ASkyB. As ASkyB does not beneficially own any securities of EchoStar, ASkyB will cease to be a Reporting Person after the filing of this Amendment.

Except as described above, no transactions were effected by the Reporting Persons in the Class A Common Stock during the 60 days preceding the date hereof.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect

to Securities of the Issuer.

In conjunction with the purchase of the Shares, EchoStar, ASkyB, MCI, News Corporation and Charles W. Ergen entered into the Letter Agreement. Pursuant to the Letter Agreement, each of News Corporation and MCI agreed that, for a period of five years after the closing date of the transactions contemplated by the Purchase Agreement, it will not: (i) attempt to influence voting of EchoStar securities (such as through a solicitation of proxies or election contest); (ii) participate in any way in a "group" within the meaning of section 13(d)(3) of 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; (iv) deposit the securities of EchoStar in a voting trust or similar arrangement; (v) initiate, or

induce another to initiate, a tender offer or shareholder proposal with respect to EchoStar or its affiliates; or (vi) enter into any negotiation or arrangement with any third party with respect to any of the above.

Further, each of News Corporation and MCI agreed that for a period of five years it will: (i) with respect to the election of directors of EchoStar, vote in the manner recommended by the board of directors of EchoStar; and (ii) with respect to any other stockholder action, vote as recommended by the Board of Directors, or abstain from voting. The restrictions set forth in section (ii) in the preceding sentence shall not apply to News Corporation or MCI as to actions which would discriminate against (A) the holders of Class A Common Stock vis a vis holders of any other class of EchoStar's equity securities or (B) News Corporation or MCI vis a vis any other holder of EchoStar's equity securities.

Under Section 9(m) of the Purchase Agreement, NAI and MCI (the "Buyers") must abide by transfer restrictions relating to the Shares purchased by each of them. Under the terms of the Purchase Agreement, until all amounts due under the Satellite Contracts (as defined therein) have been paid, the Buyers may, directly or indirectly, sell, transfer or otherwise dispose of any interest in the Shares in an amount not to exceed 10% of such Shares. Subject to the foregoing, during the two-year period after the closing under the Purchase Agreement, dispositions may be made by the Buyers in an amount not to exceed for each 365-day period thereafter one-third of the Shares; 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 Buyers, pursuant to a firm commitment underwritten public offering pursuant to an effective registration statement, may 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 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 during the first and second 365-day periods. From the date that is two years after the closing date under the Purchase Agreement, the Buyers may make dispositions freely, subject to applicable law.

Notwithstanding any of the above, the Buyers have the right to transfer any of their Shares to a direct or indirect wholly-owned subsidiary of either MCI or News Corporation.

Item 7. Materials to be Filed as Exhibits.

Document	Exhibit No.
Purchase Agreement, dated as of November 30, 1998, by and among ASkyB, News Corporation, MCI and EchoStar. Incorporated by reference from Exhibit 99.1 to the Statement on Schedule 13D filed on December 10, 1998 by the Reporting Persons.	99.1
Amendment No.1 to Purchase Agreement, dated June 23, 1999.	99.2
Letter Agreement, dated November 30, 1998, by and among Charles W. Ergen, EchoStar, ASkyB, News Corporation and MCI. Incorporated by reference from Exhibit 99.2 to the Statement on Schedule 13D filed on December 10, 1998 by the Reporting Persons.	99.3
Agreement of Joint Filing among the Reporting Persons.	99.4
Power of Attorney, dated June 29, 1999 by K. Rupert Murdoch.	99.5

SIGNATURE

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

Date: June 29, 1999

THE NEWS CORPORATION LIMITED

By: /s/Arthur M. Siskind

Name: Arthur M. Siskind
Title: Director

SIGNATURE

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

Date: June 29, 1999

NEWS AMERICA INCORPORATED

By: /s/Lawrence A. Jacobs

Name: Lawrence A. Jacobs

Title: Senior Vice President

SIGNATURE

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

Date: June 29, 1999

/s/ K. Rupert Murdoch

K. Rupert Murdoch

SIGNATURE

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

Date: June 29, 1999

AMERICAN SKY BROADCASTING, LLC

By: /s/ Lawrence A. Jacobs

Name: Lawrence A. Jacobs
Title: Senior Vice President

Schedule 1

Directors, Executive Officers and Controlling Persons of the Reporting Persons.

Name -----	Principal Occupation and Business Address -----	Principal Business or Organization in Which Such Employment is Conducted -----
K. Rupert Murdoch	Chairman and Chief Executive of News Corporation; Director of NPAL; Director of News International plc; Director of News Limited; Director of NAI; Director of TVG Holdings, Inc. ("Holdings"); Director of Satellite Television Asian Region Limited ("STAR TV"); Chairman and Director of British Sky Broadcasting Group plc ("BSkyB"); Director, Chairman and Chief Executive Officer of Fox Entertainment Group, Inc.; 10201 West Pico Boulevard Los Angeles, CA 90035	News Corporation
Geoffrey C. Bible	Non Executive Director of News Corporation; Chairman and Chief Executive Officer of Philip Morris Companies Inc. ("Philip Morris"); Director of New York Stock Exchange, Inc.; and Director of Lincoln Center for the Performing Arts, Inc.; 120 Park Avenue New York, New York 10017	Philip Morris
Chase Carey	Executive Director and Co-Chief Operating Officer of News Corporation; Director and Executive Vice President of NAI; Director and Co-Chief Operating Officer of Fox Entertainment Group, Inc.; Chairman and Chief Executive Officer of Fox Television; President and Chief Operating Officer of Holdings; 10201 West Pico Boulevard Los Angeles, CA 90035	Fox Television

Gareth C.C. Chang	Executive Director of News Corporation; Executive Chairman of STAR TV; 8th Floor, One Harbourfront 18 Tak Fung Street Hungghom, Kowloon, Hong Kong	STAR TV
Peter Chernin	Executive Director, President and Chief Operating Officer of News Corporation; Director, Chairman and Chief Executive Officer of NAI ; Director, President and Chief Operating Officer of Fox Entertainment Group, Inc.; Chairman and Chief Executive Officer of Holdings; 10201 West Pico Boulevard Los Angeles, CA 90035	News Corporation
Ken E. Cowley/1/	Non Executive Director of News Corporation; Director of Ansett Australia Holdings Limited; Chairman of Ansett International Pty Ltd. and Chairman of Ansett New Zealand Pty Ltd.; 2 Holt Street Sydney, New South Wales 2010 Australia	News Corporation
David F. DeVoe	Executive Director, Senior Executive Vice President and Chief Financial Officer and Finance Director of News Corporation; Director and Senior Executive Vice President of NAI; Director, Senior Executive Vice President and Chief Financial Officer of Fox Entertainment Group, Inc.; Director of STAR TV; Director of BSKyB; Director and Senior Executive Vice President of Holdings; 1211 Avenue of the Americas New York, New York 10036	News Corporation

Aatos Erkko/2/	Non Executive Director of News Corporation; Chairman of Sanoma Corporation ("Sanoma"), a privately owned media company in Finland P.O. Box 144 SF00101 Helsinki, Finland	Sanoma
Andrew S.B. Knight/3/	Non Executive Director of News Corporation c/o News International plc 1 Virginia Street London E19X4 England	News Corporation
Letizia B.A. Moratti/4/	Executive Director of News Corporation; Chairman of News Corporation Europe; c/o Nikols Sedgwick Via Vincenzo Viviani 12, 20124 Milano, Italy	News Corporation
Lachlan K. Murdoch	Executive Director of News Corporation; Chairman and Director of Queensland Press Limited; Director of Herald & Weekly Times Limited; Managing Director and Director of News Limited; Deputy Chairman of STAR TV; Director of Beijing PDN Xinren Information Technology Company Ltd; Director of FOXTEL Management Pty Ltd.; 2 Holt Street Sydney, New South Wales 2010 Australia	News Corporation

Thomas J. Perkins Non Executive Director of News Corporation; Senior Partner at Kleiner Perkins Canfield & Byers ("Kleiner Perkins"); Director of Compaq Computer Corporation;
4 Embarcadero Center
Suite 3520
San Francisco, CA 94111 Kleiner Perkins

Bert C. Roberts, Jr. Non Executive Director of News Corporation; Chairman of MCI Worldcom, Inc. ("MCI");
1801 Pennsylvania Avenue, N.W.
Washington, D.C. 20006 MCI

Stanley S. Shuman Non Executive Director of News Corporation; Executive Vice President and Managing Director of Allen & Company Incorporated ("Allen & Company"); Director of NAI;
711 Fifth Avenue
New York, New York 10176 Allen & Company

Arthur M. Siskind Executive Director, Senior Executive Vice President and Group General Counsel of News Corporation; Director of BSkyB; Director and Senior Executive Vice President of NAI; Director, Senior Executive Vice President and Group General Counsel of Fox Entertainment Group, Inc.; Director of STAR TV; Director and Senior Executive Vice President of Holdings;
1211 Avenue of the Americas
New York, New York 10036 News Corporation

- /1/ Citizen of Australia
- /2/ Citizen of Finland
- /3/ Citizen of United Kingdom
- /4/ Citizen of Italy

FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment (this "First Amendment") to the Purchase Agreement (the "Purchase Agreement") dated 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"), is entered into as of June 23, 1999. All capitalized terms not defined in this First Amendment shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, each of the Transferors and Seller desire to supplement and amend certain provisions of the Purchase Agreement in order to effect the intent and understanding of the Parties with respect to the matters set forth below.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, and for other good and valuable consideration the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Closing Date. The Parties hereby agree that, provided that all conditions -----
to the obligations to the Parties to consummate the transactions contemplated by the Purchase Agreement have been satisfied or waived on or prior to such date, the Closing Date shall be June 24, 1999.
2. Amendments.

 - (a) Section 1 of the Purchase Agreement is hereby amended as follows:
 - (viii) by amending the definition of "Collateral Agreements" to delete therefrom the references to the "Components License Agreement" and the "Set Top Box Agreement;"
 - (ii) by deleting the defined term "Components License Agreement" in its entirety; and
 - (iii) by deleting the defined term "Set Top Box Agreement" in its entirety.
 - (b) Section 2(c) of the Purchase Agreement is hereby amended by deleting the reference therein to Section 5(g).
 - (c) Section 6(a) of the Purchase Agreement is hereby amended by deleting subsection (ix) thereof in its entirety.

- (d) Section 6(b) of the Purchase Agreement is hereby amended by deleting subsections (ix) and (xi) thereof in their entirety.
- (e) Section 5 of the Purchase Agreement is hereby amended by deleting subsection (g)(i) thereof in its entirety.
- (f) Exhibits A and F to the Purchase Agreement are hereby deleted in their entirety.

3. Additional Representation of the Transferors. Each of ASkyB, News

Corporation and MCI, jointly and severally, represents and warrants to Seller, that:

- (a) As of the date hereof, (i) the aggregate of all remaining unpaid amounts that are due or scheduled to become due under the Sony Contract, as in effect as of the date hereof, is US\$15,680,000 (the "Remaining Amount") and (ii) the Transferors have paid an aggregate of US\$33,320,000 pursuant to the Sony Contract.
- (b) As of the date hereof, a binder (the "Binder") is in place for Seller's Launch Insurance covering Sky I and Sky II.
- (c) Except for any Intellectual Property being transferred to Seller pursuant to the Assigned Contracts, there is no other Intellectual Property in which any Transferor has any right, title or interest which is required to be transferred to Seller pursuant to Section 2(b)(vi) of the Purchase Agreement.

4. Additional Agreements of the Parties.

- (a) The Parties hereto agree that, provided the Closing occurs on June 24, 1999, then for purposes of calculating the Current Market Price per share of Class A Common Stock pursuant to Section 2(a)(ii) of the Purchase Agreement and pursuant to Section 4(b) of this First Amendment, the Current Market Price shall be the average of (i) the Current Market Price determined by using the 20-day trading period commencing on May 25, 1999 and ending on June 22, 1999 and (ii) the Current Market Price determined by using the 20-day trading period commencing on May 26, 1999 and ending on June 23, 1999.
- (b) The Parties further agree that the number of shares of Class A Common Stock issuable pursuant to Section 2(a) of the Purchase Agreement shall be reduced by the number of shares of Class A Common Stock having a total market value (based on Current Market Price) equal to the sum of US\$45,680,000 (the "Offsetting Amount"). In the event that for any reason the Closing does not occur on June 24, 1999, then the Offsetting Amount shall be reduced dollar for dollar to the extent that the Transferors make any scheduled payments in respect of the Remaining Amount due under the Sony Contract (as in effect on the date hereof) during the period from June 24, 1999 to the Closing Date; provided that (i) such scheduled payment by the Transferors was made after consultation with, and after having obtained the prior written consent of, Seller (such consent not to be unreasonably withheld, conditioned or delayed) and (ii) the aggregate reduction in the Offsetting Amount shall not exceed the Remaining Amount.

The aggregate number of shares issuable to each of the ASkyB Buyer and the MCI Buyer shall be reduced on a pro rata basis.

- (c) The Transferors acknowledge receipt of Seller's letter, dated June 3, 1999, notifying the Transferors that Seller is designating certain Gilbert Contracts as Excluded Contracts pursuant to Section 5(c)(iii) of the Purchase Agreement and the Transferors hereby waive the 30-day notice requirement set forth in such Section 5(c)(iii) with respect to the Gilbert Contracts identified in such letter.
 - (d) The Transferors acknowledge and agree that Seller will continue to negotiate the terms of Seller's Launch Insurance and that the Transferors will pay the premiums for such Seller's Launch Insurance, in an amount not to exceed the premiums set forth in the Binder, as and when such premiums become due and in any event no later than 30 days before the scheduled launch date of Sky I or Sky II, as applicable.
 - (e) In the event that the Transferors are unable to procure the necessary consents to assignment of the Sony Contract, then, in consideration for Seller receiving all of the benefits under the Sony Contract and having the right to direct all actions to be taken in connection with the Sony Contract as provided in Section 5(g)(ii) of the Purchase Agreement, Seller agrees to assume the obligations and liabilities of ASkyB under the Sony Contract; provided that the assumption by Seller of such obligations and liabilities shall not constitute a waiver by Seller of its right to indemnification by the Transferors pursuant to Section 7 of the Purchase Agreement for any breach by the Transferors of any representation or warranty set forth in the Purchase Agreement. If the Transferors have not assigned the Sony Contract pursuant to the Purchase Agreement, then from and after the Closing Date the Transferors shall, at any time and from time to time, take any and all actions that Seller may reasonably request the Transferors to take in connection with the Sony Contract.
5. Remedies for Breach of this First Amendment. The Parties agree that the ----- provisions set forth in Section 7 of the Purchase Agreement are hereby incorporated herein by reference in their entirety and shall apply with equal force and effect to all covenants, agreements, representations and warranties contained in this First Amendment.
6. Effectiveness of Purchase Agreement. Except as set forth in this First ----- Amendment, the Purchase Agreement shall remain in full force and effect.
7. Governing Law. This First Amendment shall be governed by and construed in ----- accordance with the laws of the State of New York.
8. Counterparts This First Amendment 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.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment 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/ Michael H. Salsbury

Name: Michael H. Salsbury
Title: General Counsel

ECHOSTAR COMMUNICATIONS CORPORATION

By: /s/ David Moskowitz

Name: David Moskowitz
Title: Senior Vice President and General Counsel

AGREEMENT OF JOINT FILING

Pursuant to Rule 13d-1(f)(1) under the Securities Exchange Act of 1934, the undersigned hereby consent to the joint filing of a single Schedule 13D on their behalf and to the joint filing of any single amended Schedule 13D statements thereto, with respect to the ownership by each of the undersigned of shares of Common Stock of EchoStar Communications Corporation . The undersigned hereby further agree that this statement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which counterparts shall together constitute one and the same instrument.

Dated: as of June 29, 1999

THE NEWS CORPORATION LIMITED

By: /s/ Arthur M. Siskind

Name: Arthur M. Siskind
Title: Director

NEWS AMERICA INCORPORATED

By: /s/ Lawrence A. Jacobs

Name: Lawrence A. Jacobs
Title: Senior Vice President

/s/ K. Rupert Murdoch

K. Rupert Murdoch

AMERICAN SKY BROADCASTING, LLC

By: /s/ Lawrence A. Jacobs

Name: Lawrence A. Jacobs
Title: Senior Vice President

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Arthur M. Siskind the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, (a) any and all amendments to the Statement on Schedule 13D with respect to the ownership EchoStar Communications Corporation securities, and other documents in connection therewith, pursuant to Section 13(d) of the Securities Exchange Act of 1934 and the rules thereunder (together, the "Exchange Act"), (b) Forms 3, 4, and 5, or any amendments thereof, with respect to the ownership of EchoStar Communications Corporation securities pursuant to Section 16(a) of the Exchange Act, and (c) in each case, any successor Statement or Forms, or amendments thereof;
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such amendment to the Statement on Schedule 13D or Form 3, 4, or 5 (or any amendment thereof) and file such documents with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever, requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as each of the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. Each of the undersigned acknowledges that such attorney-in-fact, in serving in such capacity at the request of each of the undersigned, is not assuming any of each of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any such amendment to the Statement on Schedule 13D or Forms 3, 4, and 5 (or successor Statements or Forms), unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 29th day of June 1999.

/s/ K. Rupert Murdoch

K. Rupert Murdoch