

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 22, 2002

ECHOSTAR COMMUNICATIONS CORPORATION
(Exact name of registrant as specified in charter)

NEVADA (State or other jurisdiction of incorporation)	0-26176 (Commission File Number)	88-0336997 (IRS Employer Identification No.)
5701 S. SANTA FE DRIVE LITTLETON, COLORADO (Address of principal executive offices)		80120 (Zip Code)
Registrant's telephone number, including area code:		(303) 723-1000

ITEM 5. OTHER EVENTS

On January 22, 2002 EchoStar Communications Corporation closed the previously announced \$1.5 billion Vivendi Universal equity investment in EchoStar in which Vivendi Universal received 5,760,479 newly issued shares of EchoStar Series D Mandatorily Convertible Participating Preferred Stock at an issue price of approximately \$260.40 per share. See Press Release, dated January 22, 2002, "EchoStar Communications Corporation Completes Vivendi Universal Investment" attached hereto as Exhibit 99.1. The Certificate of Designations establishing the voting powers, designations, preferences, limitations, restrictions and relative rights of the Series D Mandatorily Convertible Participating Preferred Stock was filed with the Nevada Secretary of State on January 18, 2002, and is attached hereto as Exhibit 4(i). In addition, EchoStar has amended and restated its Bylaws as set forth in Exhibit 3(ii).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ECHOSTAR COMMUNICATIONS CORPORATION

Dated: January 23, 2002

By: /s/ David K. Moskowitz

David K. Moskowitz
Senior Vice President,
General Counsel
and Secretary

INDEX TO EXHIBITS

Exhibit Number	Description
3(ii)	Amended and Restated Bylaws of EchoStar Communications Corporation
4(i)	Series D Mandatorily Convertible Participating Preferred Stock Certificate of Designations, filed with the Nevada Secretary of State on January 18, 2002
99.1	Press Release "EchoStar Communications Corporation Completes Vivendi Universal Investment" dated January 22, 2002

AMENDED AND RESTATED

BYLAWS

OF

EHOSTAR COMMUNICATIONS CORPORATION

(effective January 22, 2002)

ARTICLE I

Principal Office and Corporate Seal

Section 1.1 - Offices. The initial principal office and place of business of EchoStar Communications Corporation (the "Corporation") shall be at 90 Inverness Circle East, Englewood, Colorado 80112. Other offices and places of business either within or outside Nevada or Colorado may be established from time to time by resolution of the Board of Directors or as the business of the Corporation may require. The registered office of the Corporation required by Title 7, Chapter 78 of the Nevada Revised Statutes to be maintained in Nevada may be changed from time to time by the Board of Directors.

Section 1.2 - Seal. The seal of the Corporation shall have inscribed thereon the name of the Corporation and the word "Seal", and shall be in such form as may be approved by the Board of Directors, which shall have the power to alter the same at its pleasure. The Corporation may use the seal by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

ARTICLE II

Shares and Transfer Thereof

Section 2.1 - Certificates. The shares of this Corporation shall be represented by consecutively numbered certificates signed by the President or a Vice President and the Secretary or an Assistant Secretary of the Corporation, and may be, but are not required to be, sealed with the Seal of the Corporation or a facsimile thereof. The signatures of the President or Vice President and the Secretary or Assistant Secretary, upon a certificate, may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue. Every certificate representing shares issued by the Corporation which is authorized to issue shares of more than one class or more than one series of any class shall set forth on the face or back of the certificate or shall state that the Corporation will furnish to any Shareholder upon request and without charge a full statement of the designations, preferences, limitations and relative rights of the shares of each class to be issued and if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series, so far as the same have been fixed and determined, and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Each certificate representing shares shall state the following upon the face thereof: the name of the state of the Corporation's organization, the name of the person to whom issued; the number and class of shares and the designation of the series, if any, which such certificate represents; the par value of each share, if any, represented by such certificate or a statement that the shares are without par value. Certificates of stock shall be in such form consistent with law as shall be prescribed by the Board of Directors. No certificate shall be issued until the shares represented thereby are fully paid.

Section 2.2 - Record. A record shall be kept of the name of each person or other entity holding the stock represented by each certificate for shares of the Corporation issued, the number of shares represented by each such certificate, the date thereof and, in the case of cancellation, the date of cancellation. The person or other entity in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof, and thus a holder of record of such shares of stock, for all purposes as regards the Corporation.

Section 2.3 - Consideration for Shares. Shares shall be issued for such consideration, expressed in dollars (but not less than the par value, if any, thereof) as shall be fixed from time to time by the Board of Directors. That part of the surplus of the Corporation which is transferred to stated capital upon the issuance of shares as a share dividend shall be deemed the consideration for the issuance of such dividend shares. Such consideration may consist, in whole or in part, of money, other property, tangible or intangible, or in labor or services actually performed for the Corporation, but neither promissory notes nor future services shall constitute payment or part payment for shares.

Section 2.4 - Cancellation of Certificates. No new certificates evidencing shares shall be issued unless and until the old certificate or certificates, in lieu of which the new certificate is issued, shall be surrendered for cancellation, except as modified in Section 2.3 of this Article II.

Section 2.5 - Lost Certificates. In case of loss or destruction of any certificate of shares, another certificate may be issued in its place upon satisfactory proof of such loss or destruction and, at the discretion of the Corporation, upon giving to the Corporation a satisfactory bond of indemnity issued by a corporate surety in an amount and for a period satisfactory to the Board of Directors.

Section 2.6 - Closing of Transfer Books - Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders, or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period, but not to exceed in any case sixty (60) days. If the stock transfer books shall be closed for the purpose of determining Shareholders entitled to notice of, or to vote at a meeting of Shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of Shareholders, such date in any case to be not more than sixty (60) days prior to the date on which the particular action requiring such determination of Shareholders is to be taken. If the Board of Directors does not order the stock transfer books closed, or fix in advance a record date, as above provided, then the record date for the determination of Shareholders entitled to notice of, or to vote at any meeting of Shareholders, or any adjournment thereof, or entitled to receive payment of any dividend or for the determination of Shareholders for any proper purpose shall be thirty (30) days prior to the date on which the particular action requiring such determination of Shareholders is to be taken.

Section 2.7 - Transfer of Shares. Upon surrender to the Corporation or to a transfer agent of the Corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and such documentary stamps as may be required by law, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate. Every such transfer of stock shall be entered on the stock book of the Corporation which shall be kept at its principal office or by its registrar duly appointed.

The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall be express or other notice thereof, except as may be required by the laws of Nevada.

Section 2.8 - Transfer Agents, Registrars and Paying Agents. The Board may, at its discretion, appoint one or more transfer agents, registrars and agents for making payment upon any class of stock, bond, debenture or other security of the Corporation. Such agents and registrars may be located either within or outside Nevada. They shall have such rights and duties and shall be entitled to such compensation as may be agreed.

ARTICLE III

Shareholders and Meetings Thereof

Section 3.1 - Shareholders of Record. Only Shareholders of record on the books of the Corporation shall be entitled to be treated by the Corporation as holders in fact of the shares standing in their respective names, and the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, any shares on the part of any other person, firm or corporation, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of Nevada.

Section 3.2 - Place of Meeting. Meetings of Shareholders shall be held at the principal office of the Corporation or at such other place, either within or without Nevada, as shall be determined by the Board of Directors.

Section 3.3 - Annual Meeting. The annual meeting of shareholders of the Corporation for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held as determined by resolution of the Board of Directors. If a quorum be not present, the meeting may be adjourned from time to time, but no single adjournment shall exceed sixty (60) days. The first annual meeting of Shareholders shall be held at such date as the Board of Directors shall determine. If the election of directors shall not be held at the annual meeting of Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of Shareholders as soon thereafter as convenient.

Section 3.4 - Special Meeting. Special meetings of Shareholders for any purpose unless otherwise prescribed by statute may be called by the President (or in his absence by a Vice President), the Board of Directors, or the holders of not less than one-third (1/3) of all shares entitled to vote on the subject matter for which the meeting is called. Any holder or holders of not less than one-third (1/3) of all of the outstanding shares of the Corporation who desire to call a special meeting pursuant to this Article III, Section 3.4 shall notify the President that a special meeting of the Shareholders shall be called. Within thirty (30) days after notice to the President, the President shall set the date, time and location of the Shareholders meeting.

Section 3.5 - Notice of Meeting. Written notice stating the place, day and hour of the Shareholders' meeting, and in case of a special meeting of Shareholders, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, the Board of Directors, or the officer or persons calling the meeting, to each Shareholder of record entitled to vote at such meeting, except that if the authorized shares are to be increased, at least thirty (30) days' notice shall be given. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. Failure to deliver such notice or obtain a waiver thereof shall not cause the meeting to be lost, but it shall be adjourned by the Shareholders present for a period not to exceed sixty (60) days until any deficiency to notice or waiver shall be supplied.

Section 3.6 - Adjournment. When a meeting is for any reason adjourned to another time, notice will not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted which might have been transacted at the original meeting.

Section 3.7 - Organization. The President or any Vice President shall call meetings of Shareholders to order and act as chairman of such meetings. In the absence of said officers, any Shareholder entitled to vote at that meeting, or any proxy of any such Shareholder, may call the meeting to order and a chairman shall be elected by a majority of the Shareholders entitled to vote at that meeting. In the absence of the Secretary or any Assistant Secretary of the Corporation, any person appointed by the chairman shall act as Secretary of such meeting.

Section 3.8 - Agenda and Procedure. The Board of Directors shall have the responsibility for establishing an agenda for each meeting of Shareholders, subject to the rights of Shareholders to raise matters for consideration which may

otherwise properly be brought before the meeting although not included within the agenda. The chairman shall be charged with the orderly conduct of all meetings of Shareholders; provided, however, that in the event of any difference in opinion with respect to the proper course of action which cannot be resolved by reference to statute, or to the Articles of Incorporation, or these Bylaws, Robert's Rules of Order (as last revised) shall govern the disposition of the matter.

Section 3.9 - Voting Records. The officer or agent having charge of the stock transfer books for shares of this Corporation shall make, at least ten (10) days, before each meeting of Shareholders, a complete record of the Shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which record, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation, whether within or without Nevada, and shall be subject to inspection by any Shareholder for any purpose germane to the meeting at any time during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the Shareholders entitled to examine such record or transfer books or to vote at any meeting of Shareholders.

Section 3.10 - Quorum. A quorum at any meeting of Shareholders shall consist of a majority of the shares of the Corporation entitled to vote thereat represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the Shareholders. If fewer than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting without further notice for a period not to exceed sixty (60) days at any one adjournment. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Shareholders present at a duly organized meeting may continue to transact business until adjourned, notwithstanding the withdrawal of Shareholders so that less than a quorum remains.

Section 3.11 - Proxies. A Shareholder may vote either in person or by proxy executed in writing by the Shareholder or by his duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of Its execution, unless otherwise provided in the proxy.

Section 3.12 - Action by Written Consent. Unless the Articles of Incorporation or these Bylaws specifically provide otherwise, any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if, before or after the action, a written consent thereto is signed by shareholders holding at least a majority of the voting power, except that if any greater proportion of voting power is required for such action at a meeting, then such greater proportion of written consents shall be required. In no instance where action is authorized by written consent need a meeting of shareholders be called or noticed.

Section 3.13 - Voting of Shares. Each outstanding share, regardless of class, shall be entitled to one vote, and each fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote at a meeting of Shareholders, except as may be otherwise provided in the Articles of Incorporation. If the Articles of Incorporation provide for more or less than one vote for any share on any matter, every reference in Title 7, Chapter 78 of the Nevada Revised Statutes to a majority or other proportion or number of shares shall refer to such a majority or other proportion or number of votes entitled to be cast with respect to such matter. In the election of directors, each record holder of stock entitled to vote at such election shall have the right to vote in person or by proxy the number of shares owned by him, for as many persons as there are directors to be elected, and for whose election he has the right to vote unless the Articles of Incorporation otherwise provide. Cumulative voting shall not be allowed.

ARTICLE IV

Directors: Powers and Meetings

Section 4.1 - General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided in Title 7, Chapter 78 of the Nevada Revised Statutes or the Articles of Incorporation.

Section 4.2 - Performance of Duties. A director of the Corporation shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (a), (b), and (c) of this Section 4.2; but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his duties shall not

have any liability by reason of being or having been a director of the Corporation. Those persons and groups upon whose information, opinions, reports, and statements a director is entitled to rely are:

(a) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;

(b) Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which he does not serve, duly designated in accordance with the provisions of the Articles of incorporation or the Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

Section 4.3 - Number; Tenure; Qualification; Chairman. The number of directors which shall constitute the whole Board of Directors of the Corporation shall be fixed from time to time by resolution of the Board of Directors or stockholders (any such resolution of the Board of Directors or stockholders being subject to any later resolution of either of them). The number of directors of the Corporation shall be not less than three (3), nor more than nine (9) who need not be Shareholders of the Corporation or residents of the State of Nevada and who shall be elected at the annual meeting of Shareholders or some adjournment thereof, except that there need be only as many directors as there are Shareholders in the event that the outstanding shares are held of record by fewer than three (3) persons. Directors shall hold office until the next succeeding annual meeting of Shareholders or until their successors shall have been elected and shall qualify. No provision of this section shall be restrictive upon the right of the Board of Directors to fill vacancies or upon the right of Shareholders to remove Directors as is hereinafter provided. The Board of Directors may designate one director as the Chairman of the Board of Directors.

Section 4.4 - Resignation. Any Director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors, the President, any Vice President or the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 4.5 - Annual Meeting. The annual meeting of the Board of Directors shall be held at the same place as, and immediately after, the annual meeting of Shareholders, and no notice shall be required in connection therewith. The annual meeting of the Board of Directors shall be for the purpose of electing officers and the transaction of such other business as may come before the meeting.

Section 4.6 - Special Meeting. Special meetings of the Board of Directors may be called at any time by the President (or in his absence by a Vice President), or by any director, and may be held within or outside the State of Nevada at such time and place as the notice or waiver thereof may specify. Notice of such meetings shall be mailed or telegraphed to the last known address of each director at least five (5) days, or shall be given to a director in person or by telephone at least forty-eight (48) hours prior to the date or time fixed for the meeting. Special meetings of the Board of Directors may

be held at any time that all directors are present in person, and presence of any director at a meeting shall constitute waiver of notice of such meeting, except as otherwise provided by law. Unless specifically required by law, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.7 - Meetings by Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 4.8 - Quorum. A quorum at all meetings of the Board of Directors shall consist of a majority of the number of directors then holding office, but a smaller number may adjourn from time to time without further notice, until a quorum be secured. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by Title 7, Chapter 78 of the Nevada Revised Statutes, the Articles of Incorporation or these Bylaws.

Section 4.9 - Manner of Acting. If a quorum is present, the affirmative vote of a majority of the directors present at the meeting and entitled to vote on that particular matter shall be the act of the Board, unless the vote of a greater number is required by law or the Articles of Incorporation.

Section 4.10 - Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or forwards such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 4.11 - Action by Written Consent. Unless the Articles of Incorporation or these By-laws specifically provide otherwise, any action required or permitted to be taken at a meeting of the Board of Directors or any committee designated by such board may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each director or committee member, and delivered to the Secretary for inclusion in the minutes or for filing with the corporate records. Action taken under this section is effective when all directors or committee members have signed the consent, unless the consent specifies a different effective date. Such consents shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document.

Section 4.12 - Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, and shall hold such office until his successor is fully elected and shall qualify. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office or by an election at an annual meeting, or at a special meeting of Shareholders called for that purpose. A director chosen to fill a position resulting from an increase in the number of Directors shall hold office until the next annual meeting of Shareholders and until his successor shall have been elected and shall qualify.

Section 4.13 - Compensation. Directors may receive such fees as may be established by appropriate resolution of the Board of Directors for attendance at meetings of the Board, and in addition thereto, shall receive reasonable travel expenses, if any is required, for attendance at such meetings.

Section 4.14 - Committees. The Board of Directors may by resolution designate one or more directors to constitute one or more committees which each shall have and may exercise all authority in the management of the Corporation as the Board of Directors to the extent provided in such resolution for such committee; but no such

committee shall have the authority of the Board of Directors in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the Shareholders the sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular course of its business, recommending to the Shareholders a voluntary dissolution of the Corporation or a revocation thereof, or amending the Bylaws of the Corporation. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law. Each member of the Board of Directors, whether or not such director is a member of such committees, shall be entitled to receive notice of each meeting of each committee of such Board of Directors and each member of the Board of Directors shall be entitled to attend each meeting of any such committee, whether or not such director is a member of such committee.

Section 4.15 - Removal. The Shareholders may, at a meeting called for the express purpose of removing directors, by the vote of Shareholders representing not less than two-thirds of the voting power of the issued and outstanding stock entitled to voting power, remove the entire Board of Directors or any lesser number, with or without cause.

ARTICLE V

Officers

Section 5.1 - General. The elective officers of the Corporation shall be a President, any number of Vice Presidents, a Secretary, any number of Assistant Secretaries, a Treasurer and any number of Assistant Treasurers, who shall be elected annually by the Board of Directors at its first meeting after the annual meeting of Shareholders. Unless removed in accordance with the procedures established by law and these Bylaws, the said officers shall serve until the next succeeding annual meeting of the Board of Directors and until their respective successors are elected and shall qualify. Any two or more offices may be held by the same person at the same time. The officers of the Corporation shall be natural persons of the age of eighteen (18) years or older.

Section 5.2 - Election and Term of Office. The Board may elect or appoint such other officers and agents as it may deem advisable, who shall hold office during the pleasure of the Board, and shall be paid such compensation as may be directed by the Board.

Section 5.3 - Powers and Duties. The officers of the Corporation shall respectively exercise and perform the respective powers, duties and functions as are stated below, and as may be assigned to them by the Board of Directors, not inconsistent with these Bylaws.

(a) President. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. He shall preside at all meetings of the Shareholders and of the Board of Directors. The President or a Vice President, unless some other person is specifically authorized by the Board of Directors, shall sign all stock certificates, bonds, deeds, mortgages, leases and contracts of the Corporation. The President shall perform all the duties commonly incident to his office and such other duties as the Board of Directors shall designate.

(b) Vice President. In the absence or disability of the President, the Vice President or Vice Presidents, in order of their rank as fixed by the Board of Directors, and if not ranked, the Vice Presidents in the order designated by the Board of Directors shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions on the President. Each Vice President shall have such other powers and perform such other duties as may from time to time be assigned to him by the President.

(c) Secretary. The Secretary shall keep accurate minutes of all meetings of the Shareholders and the Board of Directors. He shall keep, or cause to be kept, a register of the Shareholders of the Corporation and shall

be responsible for the giving of notice of meetings of the Shareholders and the Board of Directors. The Secretary shall be custodian of the records and of the seal of the Corporation and shall attest the affixing of the seal of the Corporation when so authorized. The Secretary shall perform all duties commonly incident to his office and such other duties as may from time to time be assigned to him by the President.

(d) Assistant Secretary. An Assistant Secretary may, at the request of the Secretary, or in the absence or disability of the Secretary, perform all the duties of the Secretary. He shall perform such other duties as may be assigned to him by the President or by the Secretary.

(e) Treasurer. The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, valuable papers and documents of the Corporation. He shall keep accurate books of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Board of Directors or President. The Treasurer shall perform all duties commonly incident to his office and such other duties as may from time to time be assigned to him by the President.

(f) Assistant Treasurer. An Assistant Treasurer may, at the request of the Treasurer, or in the absence or disability of the Treasurer, perform all of the duties of the Treasurer. He shall perform such other duties as may be assigned to him by the President or the Treasurer.

Section 5.4 - Salaries. All officers of the Corporation may receive salaries or other compensation if so ordered and fixed by the Board of Directors. The Board shall have the authority to fix salaries in advance for stated periods or render the same retroactive as the Board may deem advisable.

Section 5.5 - Inability to Act. In the event of absence or inability of any officer to act, the Board of Directors may delegate the power or duties of such officer to any other officer, director or person whom it may select.

Section 5.6 - Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not, of itself, create contract rights.

ARTICLE VI

Finance

Section 6.1 - Reserve Fund. The Board of Directors, in its uncontrolled discretion, may set aside from time to time, out of the net profits or earned surplus of the Corporation, such sum or sums as it deems expedient as a reserve fund to meet contingencies, for equalizing dividends, for maintaining any property of the Corporation, and for any other purposes.

Section 6.2 - Checks and Deposits. The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust companies, as the Board of Directors shall designate, and may be drawn out only on checks signed in the name of the Corporation by such person or persons as the Board of Directors by appropriate resolution may direct. Notes and commercial paper, when authorized by the Board, shall be signed in the name of the Corporation by such officer or officers or agent or agents as shall thereto be authorized from time to time.

Section 6.3 - Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each year or shall be as otherwise determined by resolution of the Board of Directors.

ARTICLE VII

Bankruptcy/Insolvency

The Corporation shall not, without the affirmative vote of the whole Board of Directors of the Corporation, institute any proceedings to adjudicate the Corporation a bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against the Corporation, file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property or admit its inability to pay its debts generally as they become due or authorize any of the foregoing to be done or taken on behalf of the Corporation.

ARTICLE VIII

Waiver of Notice

With any notices required by law or under these Bylaws to be given to any shareholder or director of the Corporation, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein shall be the equivalent to the giving of such notice.

ARTICLE IX

Indemnification of Directors, Officers and Others

Section 9.1. To the full extent permitted by Title 7, Chapter 78 of the Nevada Revised Statutes, Section 751, as the same may be amended from time to time, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he conducted himself in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 9.2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 9.3. To the extent that a director, officer, or employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1 and 9.2 of this Article IX, or

in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 9.4. Any indemnification under Section 9.1 and 9.2 of this Article IX (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the officer, director and employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 9.1 and 9.2 of this Article IX. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the affirmative vote of the holders of a majority of the shares entitled to vote and represented at a meeting called for such purpose.

Section 9.5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors as provided in Section 9.4 of this Article IX upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article IX.

Section 9.6. The Board of Directors may exercise the Corporation's power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability hereunder or otherwise.

Section 9.7. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, agreement, vote or shareholders or disinterested directors, Title 7, Chapter 78 of the Nevada Revised Statutes, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and representatives of such person.

Section 9.8. The Corporation shall have the power to indemnify current or former directors, officers, employees and agents to the fullest extent provided by the laws of the State of Nevada.

ARTICLE X

Amendments

These Bylaws may be altered, amended or repealed at the annual meeting of the Board of Directors or at any special meeting of the Board called for that purpose.

ARTICLE XI

Miscellaneous

Section 11.1 - Loans. The Corporation may loan money to, guarantee the obligations of and otherwise assist directors, officers and employees of the Corporation, or directors of another corporation of which the Corporation owns a majority of the voting stock, only upon compliance with the requirements of Title 7, Chapter 78 of the Nevada Revised Statutes.

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such activity may be general or confined to specific instances.

Section 11.2 - Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

Section 11.3 - Emergency Bylaws. Subject to repeal or change by action of the shareholders, the Board of Directors may adopt emergency Bylaws in accordance with and pursuant to the provisions of Title 7, Chapter 78 of the Nevada Revised Statutes.

/s/ David K. Moskowitz

David K. Moskowitz
Secretary

ECHOSTAR COMMUNICATIONS CORPORATION
CERTIFICATE OF DESIGNATIONS

ESTABLISHING THE

VOTING POWERS, DESIGNATIONS, PREFERENCES, LIMITATIONS,
RESTRICTIONS, AND RELATIVE RIGHTS OF

SERIES D MANDATORILY CONVERTIBLE PARTICIPATING PREFERRED
STOCK

PURSUANT TO SECTION 78.1955 OF THE
Nevada Revised Statutes

I, David K. Moskowitz, the Senior Vice President, General Counsel and Secretary of EchoStar Communications Corporation (the "Issuer"), a corporation organized and existing under the laws of the State of Nevada, do hereby certify that pursuant to authority conferred upon the Board of Directors of the Issuer by its Amended and Restated Articles of Incorporation and pursuant to the provisions of Section 78.1955 of the Nevada Revised Statutes, the Issuer's Board of Directors, on December 12, 2001, adopted the following resolution establishing the Issuer's Series D Mandatorily Convertible Participating Preferred Stock, which resolution remains in full force and effect. Certain capitalized terms used herein are defined in Article 11.

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Corporation by the Amended and Restated Articles of Incorporation, the Board of Directors does hereby provide for the issue of a series of Preferred Stock, \$0.01 par value, of the Corporation, to be designated "Series D Mandatorily Convertible Participating Preferred Stock" (referred to herein as the "Series D Preferred Stock"), having the number of shares and, to the extent that the designations, powers, preferences and relative and other special rights and the qualifications, limitations and restrictions of such Series D Preferred Stock are not stated and expressed in the Amended and Restated Articles of Incorporation, the powers, preferences and relative and other special rights and the qualifications, limitations and restrictions thereof, as follows:

ARTICLE 1 DESIGNATION AND NUMBER OF SHARES

SECTION 1.1 The series will be known as the "Series D Mandatorily Convertible Participating Preferred Stock".

SECTION 1.2 The Series D Preferred Stock will be a series consisting of 5,760,479 shares of the authorized but unissued preferred stock of the Issuer.

ARTICLE 2 DIVIDENDS AND DISTRIBUTIONS

SECTION 2.1 The Holders of shares of Series D Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, but only out of funds legally available therefor, dividends or distributions on each date that dividends or other distributions (including any distributions of Capital Stock, evidences of indebtedness, other securities or any other assets) are payable or distributable on or in respect of Class A Common Stock of the Issuer, in an amount per whole share of Series D Preferred Stock equal to the aggregate amount (in cash, securities or other property) of dividends or other distributions that would be payable on such date to a Holder of that number of shares of Common Stock into which one share of Series D Preferred Stock shall be convertible at the Conversion Rate (defined below). Each such dividend or distribution shall be paid to each Holder of record of shares of Series D Preferred Stock on the record date, not exceeding sixty days preceding such payment date, fixed for the purpose by the Board of Directors in advance of payment of each particular dividend or distribution (which record date shall be the same date as the record date for the corresponding payment of dividends or distributions on the Class A Common Stock). Any share of Series D Preferred Stock originally issued after a dividend or distribution record date and on or prior to the dividend or distribution payment date to which such record date relates shall not be entitled to receive the dividend or distribution payable on such dividend or distribution payment date or any amount in respect of the period from the date of such issuance to such dividend or distribution payment date. Holders of shares of Series D Preferred Stock shall not be entitled to any dividends or distributions, whether payable or distributable in cash, property or stock, in excess of full dividends or distributions as herein provided.

SECTION 2.2 So long as any shares of Series D Preferred Stock shall be

outstanding, no dividend shall be declared or paid or set aside for payment or other distribution declared or made upon the Common Stock or upon any other stock ranking junior to the Series D Preferred Stock as to dividends or distribution of assets upon Liquidation, nor shall any Common Stock nor any other stock of the Issuer ranking junior to or on a parity with the Series D Preferred Stock as to dividends or distribution of assets upon Liquidation be redeemed, purchased or otherwise acquired for any consideration (or any monies be paid to, set aside or made available for a sinking fund for the redemption of any shares of any such stock) by the Issuer (except by conversion into or exchange for stock of the Issuer ranking junior to the Series D Preferred Stock as to distribution of assets upon Liquidation), unless, in each case, the full dividends (including the dividend to be due upon payment of such dividend, distribution, redemption, purchase or other acquisition) on all outstanding shares of Series D Preferred Stock shall have been, or shall then be, paid.

ARTICLE 3 RANKING

The preferences of each share of Series D Preferred Stock as to distribution of assets upon Liquidation shall be in every respect on a parity with the preferences of every

other share of capital stock of the Issuer which is not specifically made senior or junior to the Series D Preferred Stock as to distribution of assets upon Liquidation. The rights of the Common Stock will be junior to the Series D Preferred stock as to distributions upon Liquidation to the extent herein provided.

ARTICLE 4 OPTIONAL CONVERSION AND CONVERSION PROCEDURES

SECTION 4.1 (a) Each Holder of Series D Preferred Stock shall have the right, at its option, at any time and from time to time to convert, subject to the terms and provisions of this Article 4, any or all of such Holder's shares of Series D Preferred Stock. In such case, each whole share of Series D Preferred Stock shall be converted into ten (10) fully paid and nonassessable shares of Class A Common Stock (the "Conversion Rate").

(b) The conversion right of a Holder of Series D Preferred Stock shall be exercised by the Holder by the surrender of the certificates representing shares to be converted to the Issuer or to the Transfer Agent accompanied by the Conversion Notice.

(i) Immediately prior to the close of business on the Conversion Date, each converting Holder of Series D Preferred Stock shall be deemed to be the Holder of record of Class A Common Stock issuable upon conversion of such Holder's Series D Preferred Stock notwithstanding that the share register of the Issuer shall then be closed or that certificates representing such Class A Common Stock shall not then be actually delivered to such Person.

(ii) Upon notice from the Issuer, each Holder of Series D Preferred Stock so converted shall promptly surrender to the Issuer or the Transfer Agent certificates representing the shares so converted (if not previously delivered), duly endorsed in blank or accompanied by proper instruments of transfer.

(iii) On any Conversion Date, all rights with respect to the shares of Series D Preferred Stock so converted, including the rights, if any, to receive notices, will terminate, except the rights of Holders thereof to: (1) receive certificates for the number of shares of Class A Common Stock into which such shares of Series D Preferred Stock have been converted; (2) the payment in cash or shares of Class A Common Stock of any declared and unpaid dividends and distributions accrued thereon pursuant to Section 4.2 hereof; and (3) exercise the rights to which they are entitled as Holders of Class A Common Stock.

(c) If the Conversion Date shall not be a Business Day, then such conversion right shall be deemed exercised on the next Business Day.

SECTION 4.2 (a) When shares of Series D Preferred Stock are converted pursuant to this Article 4, any declared and unpaid dividends and distributions on the Series D Preferred Stock so converted to which the Holder of such Series D Preferred

Stock is entitled in accordance with Section 2.1 hereof, to (but not including) the Conversion Date, shall be due and payable, at the Issuer's option,

(i) in cash;

(ii) in a number of fully paid and nonassessable shares of Class A Common Stock equal to the quotient obtained by dividing (A) the amount of declared and unpaid dividends payable to the Holder of Series D Preferred Stock so converted by (B) 95% of the current market price, determined in accordance with subsection (b) below, on the Conversion Date; or

(iii) a combination thereof.

(b) The current market price per share of Class A Common Stock on any date shall be deemed to be the average of the Daily Market Prices for the ten (10) consecutive trading days ending on the last full trading day on the exchange or market referred to in determining such Daily Market Prices prior to the time of determination.

(c) No payment or adjustment shall be made by the Issuer upon any conversion of Series D Preferred Stock on account of any dividends or distributions on the Class A Common Stock or other securities issued upon conversion.

SECTION 4.3 (a) In case the Issuer shall (i) subdivide its outstanding shares of Common Stock into a greater number of shares of Common Stock or (ii) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock, the Issuer shall effect the same subdivision, combination or similar change with respect to the Series D Preferred Stock of the Issuer as is made with respect to the Common Stock such that the Holder of any share of Series D Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock which such Holder would have owned immediately following such action had such shares of Series D Preferred Stock been converted immediately prior thereto. Any adjustment made pursuant to this subsection (a) shall become effective immediately after the record date in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination.

(b) Except as permitted in Article 6 with respect to a Change of Control Transaction, in case of any consolidation of the Issuer with, or merger of the Issuer into, any other Person, or any merger of another Person into the Issuer, or any statutory exchange of securities with another corporation (including any exchange effected in connection with a merger of a third corporation into the Issuer), or any sale, conveyance or transfer of all or substantially all of the assets of the Issuer (in each case other than any such consolidation, merger, statutory exchange, sale, conveyance or transfer that does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of Common Stock), appropriate provision shall be made in the agreement governing any such consolidation, merger, statutory exchange, sale, conveyance or transfer so that the holder of each share of Series D Preferred Stock

outstanding immediately prior to the consummation of such consolidation, merger, statutory exchange, sale, conveyance or transfer shall have the right thereafter to convert such share into the kind and amount of securities, cash or other property receivable upon such consolidation, merger, statutory exchange, sale, conveyance or transfer by a Holder of the number of shares of Class A Common Stock into which such share of Series D Preferred Stock might have been converted immediately prior to such consolidation, merger or statutory exchange, assuming such Holder of Class A Common Stock failed to exercise his rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon such consolidation, merger, statutory exchange, sale, conveyance or transfer (provided that if the kind or amount of securities, cash or other property receivable upon such consolidation, merger, statutory exchange, sale, conveyance or transfer is not the same for each share of Class A Common Stock in respect of which such rights of election shall not have been exercised ("non-electing share"), then for the purpose of this subsection (b) the kind and amount of securities, cash or other property receivable upon such consolidation, merger, statutory exchange, sale, conveyance or transfer for each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of the non-electing shares). Thereafter, the holders of the Series D Preferred Stock shall be entitled to appropriate adjustments with respect to their conversion rights to the end that the provisions set forth in this Section 4.3 shall correspondingly be made applicable, as nearly equivalent as practicable, in relation to any shares of stock or other securities or other property thereafter deliverable on the conversion of the Series D Preferred Stock. The provisions of this subsection (b) shall similarly apply to successive consolidations, mergers or statutory exchanges. The provisions of this subsection (b) shall not apply to the Merger or any of the other transactions or actions provided for by the Transaction Agreements (as such term is defined in the Implementation Agreement).

SECTION 4.4 The Issuer shall at all times reserve and keep available for issuance upon the conversion of the Series D Preferred Stock, such number of its authorized but unissued shares of Class A Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of Series D Preferred Stock, and shall take all action required to increase the authorized number of shares of Class A Common Stock if at any time there shall be insufficient authorized but unissued shares of Class A Common Stock to permit such reservation or to permit the conversion of all outstanding shares of Series D Preferred Stock.

SECTION 4.5 The issuance or delivery of certificates for Class A Common Stock upon the conversion of shares of Series D Preferred Stock shall be made without charge to the converting Holder of shares of Series D Preferred Stock for such certificates or for any tax in respect of the issuance or delivery of such certificates or the securities represented thereby, and such certificates shall be issued or delivered in the respective names of, or in such names as may be directed by, the Holders of the shares of Series D Preferred Stock converted; provided, however, that the Issuer shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the Holder of the shares of

Series D Preferred Stock converted, and the Issuer shall not be required to issue or deliver such certificate unless or until the Person or Persons requesting the issuance or delivery thereof shall have paid to the Issuer the amount of such tax or shall have established to the reasonable satisfaction of the Issuer that such tax has been paid or is not payable.

ARTICLE 5 MANDATORY CONVERSION

SECTION 5.1 (a) Subject to Section 5.1(b), each share of Series D Preferred Stock shall be automatically converted into ten (10) fully paid and nonassessable shares of Class A Common Stock, upon the occurrence of any of the following events or dates (each, a "Conversion Trigger Event"), without any action on the part of any Holder:

(i) the effective time of the Merger provided for in Article I of the Merger Agreement;

(ii) on the first date that the sum of (A) the number of shares of Class A Common Stock into which the shares of Series D Preferred Stock then held of record and beneficially by the Initial Holder are convertible on such date and (B) the number of shares of Class A Common Stock, if any, theretofore received by the Initial Holder upon conversion of shares of Series D Preferred Stock, for which shares of Class A Common Stock the Initial Holder shall continue to be the record and beneficial owner as of the date of any determination under this clause (ii), shall cease to constitute 51% or more of the aggregate number of shares of Class A Common Stock into which the shares of Series D Preferred Stock issued to the Initial Holder on the Issuance Date were convertible into on such date (as such aggregate number may be adjusted from time to time as necessary to reflect appropriately any stock splits, subdivisions, combinations and similar changes to the Capital Stock of the Issuer);

(iii) the purported sale, assignment, transfer or other disposition of a share of Series D Preferred Stock or beneficial ownership thereof by the Initial Holder to any Person other than a Permitted Transferee; or

(iv) January 22, 2007;

unless such share of Series D Preferred Stock shall have earlier have been converted in accordance with Article 4 hereof or this Article 5. For purposes of this Section 5.1 and Section 13.2, the terms "beneficial owner" and "beneficially" shall be construed in accordance with Rule 13d-3 under the Exchange Act.

(b) Any such conversion pursuant to Section 5.1(a) shall be effected (i) in the case of the Conversion Trigger Event in clause (i) of Section 5.1(a), immediately prior to the effective time of the Merger; (ii) in the case of the Conversion Trigger Event in clause (ii) or (iv) thereof, on the date specified therein, and (iii) in the case of the Conversion Trigger Event in clause (iii) thereof, immediately prior to such sale, transfer or other disposition. Any conversion effected pursuant to clause (iii) of

Section 5.1(a) shall apply only to such share or shares of Series D Preferred Stock as are so sold, transferred or otherwise disposed of. Any conversion pursuant to clause (ii) or (iii) of Section 5.1(a) shall become effective notwithstanding any failure by the Initial Holder to notify the Issuer of any change in ownership pursuant to Section 13.2 hereof.

(c) For purposes of this Section 5.1, the "Initial Holder" shall be deemed to include any Permitted Transferee of the Initial Holder which is then a Holder of any shares of Series D Preferred Stock.

SECTION 5.2 (a) Upon notice from the Issuer, each Holder of Series D Preferred Stock converted in accordance with Section 5.1 hereof shall promptly surrender to the Issuer or the Transfer Agent certificates representing the shares so converted (if not previously delivered), duly endorsed in blank or accompanied by proper instruments of transfer.

(b) Upon any conversion of shares of Series D Preferred Stock in accordance with Section 5.1 hereof, all rights with respect to the shares of Series D Preferred Stock so converted, including the rights of a Holder, if any, to receive notices, will terminate, except the rights of Holders thereof to: (i) receive certificates for the number of shares of Class A Common Stock into which such shares of Series D Preferred Stock have been converted; (ii) the payment in cash or shares of Class A Common Stock of any declared and unpaid dividends and distributions accrued thereon to (but not including) the date of such conversion pursuant to Section 4.2 hereof; and (iii) exercise the rights to which they are entitled as Holders of Class A Common Stock.

ARTICLE 6 CHANGE OF CONTROL

SECTION 6.1 (a) Without limiting the rights of Holders of shares of Series D Preferred Stock pursuant to Article 4, in the event that a Change of Control Transaction shall occur, the Holders shall be entitled to be paid in full, to the extent of funds legally available therefor, an amount in cash per share of Series D Preferred Stock equal to the Liquidation Preference, plus any declared and unpaid dividends accrued thereon to (but not including) the Change in Control Date (as defined in Section 6.1(d)).

(b) If the Surviving Corporation, if any, resulting from any Change of Control Transaction shall be a Person other than the Issuer, the Surviving Corporation shall execute and deliver an agreement for the benefit of the Holders of the Series D Preferred Stock providing that each Holder of outstanding shares of Series D Preferred Stock immediately prior to the Change of Control Transaction shall thereafter have the right to demand payment from the Surviving Corporation of the amounts payable to such Holder pursuant to Section 6.1(a), with respect to such Holder's shares of Series D Preferred Stock.

(c) Immediately prior to the consummation of a Change in Control Transaction, all shares of Series D Preferred Stock shall cease to be outstanding, the Holders thereof shall cease to be stockholders with respect to such shares and all rights

with respect to such shares of Series D Preferred Stock, including the rights of a Holder, if any, to convert such shares and to receive notices, will terminate, except the rights of a Holder thereof to receive payment of the amount due to such Holder pursuant to Section 6.1(a) with respect to such Holder's shares of Series D Preferred Stock.

(d) Upon notice from the Issuer (or the Surviving Corporation, if applicable) of the occurrence of a Change in Control Transaction, which notice shall include the date on which the Change in Control Transaction occurred (the "Change of Control Date") and the amount per share of Series D Preferred Stock outstanding immediately prior to such Change in Control Transaction payable pursuant to Section 6.1(a), each Holder of Series D Preferred Stock shall promptly surrender to the Issuer or the Transfer Agent the certificates formerly representing such Series D Preferred Stock (if not previously delivered), duly endorsed in blank or accompanied by proper instruments of transfer, and the Issuer or the Surviving Corporation, as the case may be, shall pay to the surrendering Holder promptly after such surrender all amounts payable in respect of the shares of Series D Preferred Stock represented by such surrendered certificate.

ARTICLE 7 LIQUIDATION

SECTION 7.1 In the event of any Liquidation the Holders of shares of Series D Preferred Stock shall be entitled, before any distribution or payment is made on any date to the Holders of the Common Stock or any other stock of the Issuer ranking junior to the Series D Preferred Stock as to distribution of assets upon Liquidation, to be paid in full the greater of (i) an amount per share of Series D Preferred Stock equal to the Liquidation Preference, plus any declared and unpaid dividends thereon from the date fixed for payment of such dividends to the date fixed for Liquidation and (ii) an amount per share of Common Stock to which such Holders of shares of Series D Preferred Stock would have been entitled upon Liquidation if such Holders had converted such shares of Series D Preferred Stock into Class A Common Stock immediately prior to the date fixed for Liquidation. If such payment shall have been made in full to all Holders of shares of Series D Preferred Stock, then the Holders of shares of Series D Preferred Stock as such shall have no right or claim to any of the remaining assets of the Issuer.

SECTION 7.2 If the assets of the Issuer available for distribution to the Holders of shares of Series D Preferred Stock upon any Liquidation shall be insufficient to pay in full all amounts to which such Holders shall be entitled pursuant to Section 7.1, no such distribution shall be made on account of any shares of any other class or series of Preferred Stock ranking on a parity with the Series D Preferred Stock as to distribution of assets upon Liquidation unless proportionate distributive amounts shall be paid on account of all outstanding shares of Series D Preferred Stock, ratably in proportion to the full distributable amounts for which Holders of all such parity shares are respectively entitled upon such Liquidation.

SECTION 8.1 Except as otherwise provided by law and the articles of incorporation of the Issuer, the Holders of Series D Preferred Stock shall have no voting rights other than such voting rights as are expressly provided in Sections 8.2, 8.3 and 8.4.

SECTION 8.2 A Holder of Series D Preferred Stock shall be entitled to vote on any matter on which the Holders of Class A Common Stock are entitled to vote. With respect to any such matter, each Holder of Series D Preferred Stock shall be entitled to one vote for each whole share of Class A Common Stock that would be issuable to such Holder upon the conversion of all the shares of Series D Preferred Stock held by such Holder on the record date for the determination of stockholders entitled to vote and, subject to Sections 8.3 and 8.4, the Holders of Series D Preferred Stock shall vote together as a single class with the Holders of Class A Common Stock and any other class of Common Stock voting as a single class with the Class A Common Stock with respect to such matter in accordance with the Nevada Revised Statutes or the articles of incorporation of the Issuer.

SECTION 8.3 Subject to Section 8.4, the vote or consent of the Holders of at least a majority in aggregate Liquidation Preference of the shares of Series D Preferred Stock at the time outstanding, voting separately as a single class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

(a) the issuance of any shares of Series D Preferred Stock in excess of the number of shares of such stock authorized in this Certificate of Designations or a decrease in the number of authorized shares of Series D Preferred Stock below the number of shares of Series D Preferred Stock then outstanding; provided, however, that adjustments to the number of outstanding shares of Series D Preferred Stock may be made by the Issuer pursuant to, and in accordance with, Section 4.3 hereof without the vote or consent of the Holders of Series D Preferred Stock; and

(b) any amendment, alteration or repeal of any provision of the articles of incorporation, this Certificate of Designations or the by-laws of the Issuer (including any such alteration, amendment or repeal accomplished by merger, consolidation or otherwise) that would alter or change, or abolish, the voting powers, preferences or special rights of the Series D Preferred Stock in any manner adverse to the Holders thereof, including without limitation any change that is in any manner adverse to the par value, liquidation preference or dividend rights, place or currency of payment, enforcement rights or conversion rights; provided, however, that the vote or consent of the Holders of Series D Preferred Stock voting separately as a class shall not be necessary for effecting or validating (i) any amendment of the articles of incorporation so as to authorize or create, or to increase or decrease the authorized amount of, or to issue any shares of Capital Stock of the Issuer other than Series D Preferred Stock, (ii) any amendment or supplement to the Certificate of Designations permitted by Article 10

hereof or (iii) any consolidation of the Issuer with, or merger of the Issuer into, any other Person or any merger of another Person into the Issuer, provided that, (x) if the Issuer is the Surviving Corporation, the Series D Preferred Stock shall remain outstanding without any amendment to this Certificate of Designations that would adversely affect the preferences, rights or powers of the Series D Preferred Stock and (y) if the Issuer is not the Surviving Corporation, (1) the Surviving Corporation is a corporation organized and existing under the laws of the United States or any State thereof or the District of Columbia and (2) the shares of Series D Preferred Stock are converted into or exchanged for and become shares of preferred or preference stock of the Surviving Corporation, having the same powers, preferences and relative, participating, optional or other special rights and qualifications, limitations and restrictions as provided for the Series D Preferred Stock in this Certificate of Designations as in effect immediately prior to such transaction.

In all such cases contemplated by this Section 8.3, each share of Series D Preferred Stock shall be entitled to one vote.

SECTION 8.4 Notwithstanding anything to the contrary in this Certificate of Designations, the Holders of Series D Preferred Stock shall not be entitled to any vote, nor shall their consent be required, with respect to the Merger or any of the other transactions or actions provided for by the Transaction Agreements (as such term is defined in the Implementation Agreement), including any amendment to the Merger Agreement or any other Transaction Agreement.

ARTICLE 9 NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES,
INCORPORATORS AND STOCKHOLDERS

No director, officer, employee, incorporator or stockholder of the Issuer or any of its Affiliates, as such, shall have any liability for any obligations of the Issuer and any of its Affiliates under the Series D Preferred Stock or the Certificate of Designations or for any claim based on, in respect of, or by reason of, such obligations or their creation, except as otherwise provided under the laws of the State of Nevada. Each Holder of the Series D Preferred Stock waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Series D Preferred Stock.

ARTICLE 10 AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 10.1 Without the consent of any Holder of the Series D Preferred Stock, the Issuer may amend or supplement this Certificate of Designations to cure any ambiguity, defect or inconsistency, to provide for uncertificated Series D Preferred Stock in addition to or in place of certificated Series D Preferred Stock, to provide for the assumption of the Issuer's obligations to Holders of the Series D Preferred Stock in the case of a merger or consolidation (subject to the requirements set forth in Section 8.3(b), if applicable), to make any change that would provide any additional rights or benefits to

the Holders of the Series D Preferred Stock or that does not adversely affect the legal rights under this Certificate of Designations of any such Holder.

SECTION 10.2 Except as otherwise provided herein (including, without limitation, Section 8.3 hereof, if applicable), the Issuer is entitled to amend its articles of incorporation to authorize one or more additional series of preferred stock, file certificates of designations, and issue without restriction, from time to time, any stock or other securities ranking junior to, senior to or on a parity with the Series D Preferred Stock as to distributions of assets upon Liquidation.

ARTICLE 11 CERTAIN DEFINITIONS

Set forth below are certain defined terms used in this Certificate of Designations.

SECTION 11.1 "AFFILIATE" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise; provided, however, that beneficial ownership of 10% or more of the voting securities of a person shall be deemed to be control.

SECTION 11.2 "BUSINESS DAY" means any day other than a Legal Holiday.

SECTION 11.3 "CAPITAL STOCK" means any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock or partnership or membership interests, whether common or preferred.

SECTION 11.4 "CHANGE OF CONTROL" means

(a) any transaction or series of related transactions (including a tender offer, merger or consolidation) the result of which is that holders of outstanding voting Capital Stock of the Issuer immediately prior to such transaction or series of related transactions hold, directly or indirectly, Capital Stock of the surviving Person, in such transaction or series of related transactions (or any ultimate parent thereof) representing less than 50% of the voting power in the election of members of the board of directors (or comparable governing body) of all outstanding voting Capital Stock of such surviving Person (or such ultimate parent) immediately after such transaction or series of related transactions; or

(b) the sale, lease or transfer of all or substantially all of the Issuer's assets to any "person" or "group", within the meaning of Section 13(d)(3) and 14(d)(2) of the Exchange Act, or any successor provision to either of the foregoing, including any group acting for the purpose of acquiring, holding or disposing of securities within the

meaning of Rule 13d-5(b)(1) under the Exchange Act, other than any Subsidiary or Subsidiaries of the Company.

SECTION 11.5 "CHANGE OF CONTROL TRANSACTION" means any merger, consolidation, tender offer, statutory share exchange or sale, lease or transfer of all or substantially all of the Issuer's assets or similar transaction or group of related transactions, in each case to which the Issuer is a party (or, in the case of a tender offer, in which Capital Stock of the Issuer is the subject security), the consummation of which results in a Change of Control; provided that (a) neither the Merger nor any of the transactions provided for by the Merger Agreement or the other Transaction Agreements (as such term is defined in the Implementation Agreement), shall constitute a Change of Control Transaction; and (b) the consummation of the transactions contemplated by the PanAmSat Stock Purchase Agreement, including any issuance of shares of Class A Common Stock in connection therewith, shall not constitute a Change of Control Transaction.

SECTION 11.6 "CLASS A COMMON STOCK" means the Issuer's authorized \$.01 par value Class A common stock.

SECTION 11.7 "CLASS B COMMON STOCK" means the Issuer's authorized \$.01 par value Class B common stock.

SECTION 11.8 "COMMON STOCK" means the Class A Common Stock and the Class B Common Stock as constituted on the date of filing of this Certificate of Designations, and shall also include any Capital Stock of any class of the Issuer thereafter authorized that shall not be limited to a fixed sum in respect of the rights of the Holders thereof to participate in dividends or in the distribution of assets upon the Liquidation of the Issuer.

SECTION 11.9 The "CONVERSION DATE" shall be the date the Issuer or the Transfer Agent receives the Conversion Notice.

SECTION 11.10 "CONVERSION NOTICE" is written notice from the Holder to the Issuer stating that the Holder elects to convert all or a portion of the shares of Series D Preferred Stock represented by certificates delivered to the Issuer or the Transfer Agent contemporaneously. The Conversion Notice will specify or include:

- (i) The number of shares of Series D Preferred Stock being converted by the Holder,
- (ii) The name or names (with address and taxpayer identification number) in which a certificate or certificates for shares of Class A Common Stock are to be issued,

(iii) A written instrument or instruments of transfer in form reasonably satisfactory to the Issuer or the Transfer Agent duly executed by the Holder or its duly authorized legal representative, and

(iv) Transfer tax stamps or funds therefor, if required pursuant to Section 4.5.

SECTION 11.11 "DAILY MARKET PRICE" means the price of a share of Class A Common Stock on the relevant date, determined (a) on the basis of the last reported sale price regular way of the Class A Common Stock as reported on the Nasdaq National Market (the "NNM"), or if the Class A Common Stock is not then listed on the NNM, as reported on such national securities exchange upon which the Class A Common Stock is listed, or (b) if there is no such reported sale on the day in question, on the basis of the average of the closing bid and asked quotations regular way as so reported, or (c) if the Class A Common Stock is not listed on the NNM or on any national securities exchange, on the basis of the average of the high bid and low asked quotations regular way on the day in question in the over-the-counter market as reported by the National Association of Securities Dealers Automated Quotation System, or if not so quoted, as reported by National Quotation Bureau, Incorporated, or a similar organization.

SECTION 11.12 "EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

SECTION 11.13 "HOLDER" means a Person in whose name a share or shares of Capital Stock are registered.

SECTION 11.14 "HSR ACT" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

SECTION 11.15 "HUGHES" means Hughes Electronics Corporation, a Delaware corporation.

SECTION 11.16 "IMPLEMENTATION AGREEMENT" means the Implementation Agreement, dated as of October 28, 2001, among the Issuer, General Motors and Hughes, as it may be amended from time to time.

SECTION 11.17 "INITIAL HOLDER" means the Investor or any direct or indirect, wholly-owned Subsidiary of the Investor designated by the Investor to purchase the Series D Preferred Stock pursuant to Section 7.01(a) of the Investment Agreement.

SECTION 11.18 "INVESTMENT AGREEMENT" means the Investment Agreement, dated December 14, 2001, between the Issuer and the Investor named therein (the "Investor"), as it may be amended from time to time.

SECTION 11.19 "ISSUANCE DATE" means the date on which the Series D Preferred Stock is originally issued under this Certificate of Designations.

SECTION 11.20 "ISSUER" means EchoStar Communications Corporation, a Nevada corporation.

SECTION 11.21 "LEGAL HOLIDAY" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place payment is to be received are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

SECTION 11.22 "LIQUIDATION" means any liquidation, dissolution or winding-up of the affairs of the Issuer, whether voluntary or involuntary; provided that for purposes of Article 7, a consolidation or merger of, or share exchange by, the Issuer with any other Person shall not constitute a Liquidation.

SECTION 11.23 "LIQUIDATION PREFERENCE" means \$260.395 per share of Series D Preferred Stock.

SECTION 11.24 "MERGER" means the merger provided for in Article 1 of the Merger Agreement.

SECTION 11.25 "MERGER AGREEMENT" means the Agreement and Plan of Merger, dated as of October 28, 2001, by and between the Issuer and Hughes, as it may be amended from time to time.

SECTION 11.26 "PANAMSAT STOCK PURCHASE AGREEMENT" means the Stock Purchase Agreement, dated as of October 28, 2001, among the Issuer, Hughes, Hughes Communications Galaxy, Inc., Hughes Communications Satellite Services, Inc. and Hughes Communications, Inc., as it may be amended from time to time.

SECTION 11.27 "PERMITTED TRANSFEREE" means the Investor or any direct or indirect, wholly-owned Subsidiary of the Investor, as the case may be.

SECTION 11.28 "PERSON" means any individual, corporation, partnership, joint venture, association, joint-stock issuer, trust or unincorporated organization (including any subdivision or ongoing business of any such entity or substantially all of the assets of any such entity, subdivision or business).

SECTION 11.29 "SEC" means the Securities and Exchange Commission.

SECTION 11.30 "SECURITIES ACT" means the Securities Act of 1933, as amended.

SECTION 11.31 "SERIES D PREFERRED STOCK" means the Series D Preferred Stock authorized in this Certificate of Designations.

SECTION 11.32 "SUBSIDIARY" means, with respect to any person, any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other Subsidiaries of such person or a combination thereof.

SECTION 11.33 "SURVIVING CORPORATION" means, in the case of any merger or consolidation to which the Issuer is a party, the Person surviving such merger or resulting from such consolidation, as the case may be.

SECTION 11.34 The "TRANSFER AGENT" shall be as established pursuant to Article 12 hereof.

ARTICLE 12 TRANSFER AGENT AND REGISTRAR

The Issuer may, but shall not be required to, appoint a transfer agent and registrar for the Series D Preferred Stock and shall give notice to the holders of any such appointment. The Issuer may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Issuer and the Transfer Agent; provided that the Issuer shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal.

ARTICLE 13 OTHER PROVISIONS

SECTION 13.1 With respect to any notice to a Holder of shares of Series D Preferred Stock required to be provided hereunder, neither failure to mail such notice, nor any defect therein or in the mailing thereof, to any particular Holder shall affect the sufficiency of the notice or the validity of the proceedings referred to in such notice with respect to the other Holders or affect the legality or validity of any distribution, rights, warrant, reclassification, consolidation, merger, conveyance, transfer, dissolution, liquidation or winding up, or the vote upon any such action. Any notice which was mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Holder receives the notice.

SECTION 13.2 With respect to any purported sale, assignment, transfer or other disposition of any shares of Series D Preferred Stock or beneficial ownership thereof (including any sales, assignments, transfers or dispositions to a Permitted Transferee), the Holder thereof shall provide at least three (3) Business Days' written notice to the Secretary of the Issuer of the intended date of such sale, assignment, transfer or disposition of the Series D Preferred Stock and the identity of such purported transferee or transferees.

SECTION 13.3 All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent, postage prepaid, by registered, certified or express mail or overnight courier service

and shall be deemed given when so delivered by hand or facsimile, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service), as follows:

(a) if to the Issuer:

5701 South Santa Fe Drive
Littleton, Colorado 80120
Attention: David K. Moskowitz, Senior Vice President, General
Counsel and Secretary
Telecopy No.: (303) 723-1699

(b) if to a Holder: at the address of such Holder as the same appears on the stock ledger of the Issuer, provided that each such Holder may designate in writing another address for notices or other communications required or permitted to be given hereunder.

SECTION 13.4 Shares of Series D Preferred Stock issued and reacquired by the Issuer will be retired and canceled promptly after reacquisition thereof and, upon compliance with the applicable requirements of Nevada law, have the status of authorized but unissued shares of preferred stock of the Issuer undesignated as to series and may with any and all other authorized but unissued shares of preferred stock of the Issuer be designated or redesignated and issued or reissued, as the case may be, as part of any series of preferred stock of the Issuer.

SECTION 13.5 No fractional shares of Class A Common Stock or securities representing fractional shares of Class A Common Stock will be issued upon conversion or as dividends payable on the Series D Preferred Stock. Any fractional interest in a share of Class A Common Stock resulting from conversion or dividend payment will be paid in cash based on the last reported sale price of the Class A Common Stock on the Nasdaq National Market (or any national securities exchange or authorized quotation system on which the Class A Common Stock is then listed) at the close of business on the trading day next preceding the date of conversion or dividend payment date, as the case may be, or on the trading day next preceding such later time as the Issuer is legally and contractually able to pay for such fractional shares. For purposes of determining whether a Person would receive a fractional share of Class A Common Stock upon conversion or as dividends payable on the Series D Preferred Stock, all shares of Class A Common Stock that such Holder of shares of Series D Preferred Stock would otherwise be entitled to receive as a result of such conversion or dividends shall be aggregated.

SECTION 13.6 No Holder of shares of Series D Preferred Stock shall be entitled to the rights set forth in Section 92A.300 et seq. of the Nevada Revised Statutes. Without limiting the generality of the foregoing, no Holder of shares of Series D Preferred Stock shall have any rights to dissent from, or obtain payment of the fair value of such Holder's shares of Series D Preferred Stock in the event of, any of the corporate

actions set forth in Section 92A.380 of the Nevada Revised Statutes, including, without limitation, the consummation of a plan of merger with respect to which the approval of the Holders of any Capital Stock of the Issuer is required. Each Holder of shares of Series D Preferred Stock shall have no right to (i) receive notice pursuant to Section 92A.410 of the Nevada Revised Statutes from the Issuer or (ii) deliver to the Issuer notice of intent to demand payment for such Holder's shares of Series D Preferred Stock pursuant to Section 92A.420 of the Nevada Revised Statutes.

SECTION 13.7 All notice periods referred to herein shall commence on the date of the mailing of the applicable notice.

IN WITNESS WHEREOF, EchoStar Communications Corporation has caused this Certificate of Designations to be signed by David K. Moskowitz, its Senior Vice President, General Counsel and Secretary, this 18th day of January, 2002.

ECHOSTAR COMMUNICATIONS CORPORATION

/s/ David K. Moskowitz

David K. Moskowitz
Senior Vice President, General Counsel and
Secretary

**ECHOSTAR COMMUNICATIONS CORPORATION COMPLETES
VIVENDI UNIVERSAL INVESTMENT**

Littleton, Colo., Tuesday, Jan. 22, 2002 - EchoStar Communications Corporation (NASDAQ: DISH) announced today that it has closed the previously announced \$1.5 billion Vivendi Universal (NYSE: V; Paris Bourse: EX FP) equity investment in EchoStar.

Proceeds from the investment are expected to be used to provide a portion of the funding for the pending merger with Hughes Electronics Corporation, a wholly owned subsidiary of General Motors Corporation (NYSE: GM, GMH) and the parent company of DIRECTV, and for general corporate purposes.

At today's closing, Vivendi Universal received 5,760,479 newly issued shares of EchoStar Series D Preferred Stock at an issue price of approximately \$260.40 per share in exchange for the \$1.5 billion equity investment by Vivendi Universal. Each share of the preferred stock will have the same economic and voting rights as the 10 shares of Class A common stock into which it is convertible and will have a liquidation preference equal to its issue price. In connection with the consummation of the pending merger with Hughes Electronics Corporation, the Series D Preferred stock will convert into shares of new EchoStar Class A common stock. In the event the merger is not consummated for any reason, the Series D Preferred Stock would convert into shares of EchoStar Class A common stock upon the occurrence of certain events as described in the investment documents. As a result of the transaction, Vivendi Universal owns approximately 10 percent of EchoStar's fully diluted equity, or less than 5 percent of the combined EchoStar/Hughes fully diluted equity assuming the pending merger is consummated. The shares represent approximately 2 percent of the total fully diluted voting rights of EchoStar today, and

would represent less than 1 percent of the total fully diluted voting rights of the new company assuming the Hughes merger is consummated.

Also effective today, Jean-Marie Messier, the chairman and CEO of Vivendi Universal, became a member of EchoStar's Board of Directors.

The transactions are not conditioned on the closing of the EchoStar-Hughes merger and will remain in effect whether or not the EchoStar-Hughes merger is approved.

In connection with the proposed transactions, General Motors Corporation ("GM"), Hughes Electronics Corporation ("Hughes") and EchoStar Communications Corporation ("EchoStar") intend to file relevant materials with the Securities and Exchange Commission, including one or more Registration Statement(s) on Form S-4 that contain a prospectus and proxy/consent solicitation statement. Because those documents will contain important information, holders of GM \$1-2/3 and GM Class H common stock are urged to read them, if and when they become available. When filed with the SEC, they will be available for free at the SEC's website, www.sec.gov, and GM stockholders will receive information at an appropriate time on how to obtain transaction-related documents for free from General Motors. Such documents are not currently available.

General Motors and its directors and executive officers, Hughes and certain of its officers, and EchoStar and certain of its executive officers may be deemed to be participants in GM's solicitation of proxies or consents from the holders of GM \$1-2/3 common stock and GM Class H common stock in connection with the proposed transactions. Information regarding the participants and their interests in the solicitation was filed pursuant to Rule 425 with the SEC by EchoStar on November 1, 2001 and by each of GM and Hughes on November 16, 2001. Investors may obtain additional information regarding the interests of the participants by reading the prospectus and proxy/consent solicitation statement if and when it becomes available.

This communication shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Materials included in this document contain "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 our actual results to be materially different from historical results or from any future results expressed or implied by such forward-looking statements. The factors that could cause actual results of GM, Hughes, EchoStar, or a combined EchoStar and Hughes, to differ materially, many of which are beyond the control of EchoStar, Hughes or GM include, but are not limited to, the following: (1) the businesses of EchoStar and Hughes may not be integrated successfully or such integration may be more difficult, time-consuming or costly than expected; (2) expected benefits and synergies from the combination may not be realized within the expected time frame or at all; (3) revenues following the transaction may be lower than expected; (4) operating costs, customer loss and business disruption including, without limitation, difficulties in maintaining relationships with employees, customers, clients or suppliers, may be greater than expected following the transaction; (5) generating the incremental growth in the subscriber base of the combined company may be more costly or difficult than expected; (6) the regulatory approvals required for the transaction may not be obtained on the terms expected or on the anticipated schedule; (7) the effects of legislative and regulatory changes; (8) an inability to obtain certain retransmission consents; (9) an inability to retain necessary authorizations from the FCC; (10) an increase in competition from cable as a result of digital cable or otherwise, direct broadcast satellite, other satellite system operators, and other providers of subscription television services; (11) the introduction of new technologies and competitors into the subscription television business; (12) changes in labor, programming, equipment and capital costs; (13) future acquisitions, strategic partnership and divestitures; (14) general business and economic

conditions; and (15) other risks described from time to time in periodic reports filed by EchoStar, Hughes or GM with the Securities and Exchange Commission. You are urged to consider statements that include the words “may,” “will,” “would,” “could,” “should,” “believes,” “estimates,” “projects,” “potential,” “expects,” “plans,” “anticipates,” “intends,” “continues,” “forecast,” “designed,” “goal,” or the negative of those words or other comparable words to be uncertain and forward-looking. This cautionary statement applies to all forward-looking statements included in this document.

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