

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): October 28, 2001

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

EchoStar Communications Corporation has amended and restated its Bylaws as set forth in Exhibit 3(ii). In addition, on October 28, 2001, in connection with the announcement of the proposed spin-off of Hughes Electronics Corporation from General Motors Corporation and the merger of Hughes Electronics Corporation with EchoStar Communications Corporation, certain parties entered into several definitive agreements. See Agreement and Plan of Merger attached hereto as Exhibit 99.1; Implementation Agreement attached hereto as Exhibit 99.2; Stock Purchase Agreement attached hereto as Exhibit 99.3; and Separation Agreement attached hereto as Exhibit 99.4.

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: October 31, 2001

By: /s/ Michael R. McDonnell

Michael R. McDonnell
Senior Vice President and
Chief Financial Officer

INDEX TO EXHIBITS

Exhibit Number	Description
3(ii)	Amended and Restated Bylaws of EchoStar Communications Corporation
99.1	Agreement and Plan of Merger, dated October 28, 2001, by and between EchoStar Communications Corporation and Hughes Electronics Corporation
99.2	Implementation Agreement, dated October 28, 2001, by and among General Motors Corporation, Hughes Electronics Corporation and EchoStar Communications Corporation
99.3	Stock Purchase Agreement, dated October 28, 2001, among EchoStar Communications Corporation, Hughes Electronics Corporation, Hughes Communications Galaxy, Inc., Hughes Communications Satellite Services, Inc. and Hughes

Communications Inc.

99.4 Separation Agreement, dated October 28, 2001, by and between General Motors Corporation and Hughes Electronics Corporation

BYLAWS

OF

EHOSTAR COMMUNICATIONS CORPORATION

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

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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 - Executive Committee. The Board of Directors may by resolution designate one or more directors to constitute an executive committee which 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; 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.

Section 4.15 - Removal. The Shareholders may, at a meeting called for the express purpose of removing directors, by a majority vote of the shares entitled to vote at an election of directors, 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 office, 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

AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
ECHOSTAR COMMUNICATIONS CORPORATION
AND
HUGHES ELECTRONICS CORPORATION

DATED AS OF OCTOBER 28, 2001

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of October 28, 2001, by and between EchoStar Communications Corporation, a Nevada corporation ("EchoStar"), and Hughes Electronics Corporation, a Delaware corporation ("Hughes").

WHEREAS, Hughes and EchoStar desire to combine the business of EchoStar with the Hughes Business (as defined in the Implementation Agreement (as defined below)), following the separation of Hughes from GM, pursuant to a merger of EchoStar with and into Hughes, with Hughes as the surviving corporation (the "Merger"), as more fully provided herein; and

WHEREAS, it is a condition to the Merger that, at the time of the consummation of the Merger, the Hughes Recapitalization (as defined below) and the Spin-Off (as defined below) be completed and that Hughes be an independent, publicly owned company comprising the Hughes Business, separate from and no longer wholly owned by GM; and

WHEREAS, subject to the terms and conditions set forth in the Stock Purchase Agreement (the "PanAmSat Stock Purchase Agreement"), entered into by and among Hughes, Hughes Communications Galaxy, Inc., a California corporation and an indirect wholly owned subsidiary of Hughes ("HCG"), Hughes Communications Satellite Services, Inc., a California corporation and an indirect wholly owned subsidiary of Hughes ("HCSS"), and Hughes Communications, Inc. a California corporation and an indirect wholly owned subsidiary of Hughes ("HCI"), concurrently with the execution and delivery of this Agreement, in the form attached to the Implementation Agreement as Exhibit A, HCI, HCG and HCSS have agreed to sell to EchoStar, and EchoStar has agreed to purchase from HCI, HCG and HCSS (such transaction, the "PanAmSat Stock Sale"), all of the shares of capital stock of PanAmSat Corporation, a Delaware corporation ("PanAmSat"), owned by HCI, HCG and HCSS, in accordance with the terms and conditions set forth in the PanAmSat Stock Purchase Agreement; and

WHEREAS, immediately prior to the Spin-Off, Hughes shall distribute to GM, in respect of GM's ownership interest in Hughes, the Cash Dividend (as defined in the GM/Hughes Separation Agreement (as defined below)) and, if and to the extent of any shortfall in funds available to Hughes to pay in full the Cash Dividend, the Demand Note (as defined in the GM/Hughes Separation Agreement), and in connection with such dividend the denominator (the "Denominator") of the fraction described in Article Fourth, Division I, Section (a)(4) of the Amended and Restated Certificate of Incorporation of GM, as amended (the "GM Certificate of Incorporation"), will be reduced as contemplated by the GM/Hughes Separation Agreement (the "Hughes Recapitalization"); and

WHEREAS, at any time after the date of this Agreement and prior to the date that is six (6) months after the Spin-Off Effective Time (as defined in the Implementation Agreement), GM may, pursuant to one or more transactions, issue shares of GM Class H Common Stock or distribute shares of Class C common stock of Hughes, par value \$0.01 per share (the "Hughes Class C Common Stock") (any such shares of GM Class H Common Stock or Hughes Class C Common Stock distributed by GM, the "Exchange Shares"), up to an aggregate of one hundred million (100,000,000) Exchange Shares (subject to reduction pursuant to the provisions of the GM/Hughes Separation Agreement) and subject to increase by up to an additional fifty million (50,000,000) Exchange Shares (but in no event shall such increase exceed

One Billion Dollars (\$1,000,000,000.00) in accordance with Section 5.1(h) of the Implementation Agreement to holders of certain outstanding debt obligations of GM ("Exchange Debt") in exchange for such Exchange Debt (any such exchange, a "GM Debt/Equity Exchange"); and

WHEREAS, immediately following the Hughes Recapitalization, (i) GM, pursuant to provisions to be implemented by means of an amendment of the GM Certificate of Incorporation, shall distribute to the holders of record of GM Class H Common Stock shares of Hughes Class C Common Stock in exchange for all of the outstanding shares of GM Class H Common Stock in accordance with the GM Certificate of Incorporation, as amended in connection with the Hughes Recapitalization, and the GM Class H Common Stock will be redeemed and canceled, (ii) in connection therewith, GM shall distribute to holders of record, if any, of GM's Series H 6.25% Automatically Convertible Preference Stock, par value \$0.10 per share (the "GM Series H Preference Stock"), shares of Preference Stock, par value \$0.10 per share, of Hughes (the "Hughes Preference Stock"), in exchange for all of the outstanding shares of GM Series H Preference Stock in accordance with the Certificate of Designations relating to the GM Series H Preference Stock and the GM Series H Preference Stock will be canceled, and (iii) GM shall, subject to Section 5.2(h) of the Implementation Agreement, either retain, or, immediately following the redemption of shares of GM Class H Common Stock in exchange for shares of Hughes Class C Common Stock as described in clause (i) above, distribute by means of a dividend to the holders of record of GM's Common Stock, par value \$1-2/3 per share (the "GM \$1-2/3 Common Stock"), in respect of all outstanding shares of GM \$1-2/3 Common Stock, the remaining shares of Hughes Class C Common Stock held by GM and not previously distributed to the holders of record of GM Class H Common Stock, in each case as provided in the Implementation Agreement (the transactions described in clauses (i) through (iii) above are referred to herein collectively as the "Spin-Off"); and

WHEREAS, consummation of the Hughes Recapitalization and the Spin-Off is conditioned on, among other things, the approval by the holders of a majority of the outstanding shares of GM \$1-2/3 Common Stock and GM Class H Common Stock, each voting as a separate class and both voting together as a single class based on their respective per share voting power, of the Implementation Agreement, the GM/Hughes Separation Agreement and the transactions contemplated thereby, including the GM Charter Amendment (as defined in the Implementation Agreement), the Hughes Recapitalization and the Spin-Off (collectively, the "GM Transactions"); and

WHEREAS, a certain lender has delivered a commitment letter to Hughes and EchoStar pursuant to which it has committed to lend to Hughes (prior to the Merger Effective Time) and the Surviving Corporation (as defined below) (immediately after the Merger Effective Time) up to Five Billion Five Hundred Twenty Five Million Dollars (\$5,525,000,000.00) for the purpose of financing the Recapitalization Amount (as defined in the GM/Hughes Separation Agreement), refinancing certain outstanding indebtedness in connection with the consummation of the Merger and financing the combined business of Hughes and EchoStar following the Merger (the "Merger Financing") on the terms set forth in the commitment letter attached to the Implementation Agreement as Exhibit B, or on the terms set forth in any similar commitment or financing letter or other agreement replacing, and having substantially the same effect as, the commitment letter attached to the Implementation Agreement and reasonably acceptable to Hughes (in either case, the "Merger Commitment Letter"); and

WHEREAS, GM, Hughes, EchoStar and The Samburu Warrior Revocable Trust, a trust to which Charles W. Ergen is the sole trustee (the "EchoStar Controlling Stockholder") are

concurrently entering into that certain Supplemental Agreement & Guaranty (the "Supplemental Agreement"), in the form attached to the Implementation Agreement as Exhibit C, relating to the commitment of EchoStar to use its best efforts to assist Deutsche Bank, A.G., New York, in obtaining commitments from nationally recognized banking institutions to provide for an additional amount of financing such that the aggregate amount of financing to be obtained pursuant to the Merger Financing (including financing arranged pursuant to any co-arrangements with co-arrangers as contemplated by the provisions of the Merger Commitment Letter) shall be in the amount of at least Five Billion Five Hundred Twenty Five Million Dollars (\$5,525,000,000.00), and, in connection therewith, the EchoStar Controlling Stockholder has pledged certain shares of EchoStar stock to GM pursuant to that certain Pledge Agreement (the "Pledge Agreement"), executed by the EchoStar Controlling Stockholder and GM concurrently with the Supplemental Agreement, in the form attached to the Implementation Agreement as Exhibit D; and

WHEREAS, the Merger Financing will be consummated (i) in accordance with one or more credit agreements (collectively, the "Merger Financing Agreement") to be entered into by and among Hughes, EchoStar and the lender parties thereto as soon as reasonably practicable following the date hereof based on the terms set forth in the Merger Commitment Letter and/or (ii) with the proceeds from one or more private placements or public offerings of debt or equity securities of EchoStar; and

WHEREAS, pursuant to the Merger Commitment Letter, a certain lender has committed to lend to EchoStar, up to One Billion Nine Hundred Million Dollars (\$1,900,000,000.00) for the purpose of consummating the PanAmSat Stock Sale (the "PanAmSat Purchase Financing"), and

WHEREAS, the PanAmSat Purchase Financing will be consummated (i) in accordance with a credit agreement (the "PanAmSat Financing Agreement") to be entered into by and among EchoStar and the lender parties thereto as soon as reasonably practicable following the date hereof based on the terms set forth in the Merger Commitment Letter and/or (ii) with the proceeds from one or more private placements or public offerings of debt or equity securities of EchoStar; and

WHEREAS, the EchoStar Controlling Stockholder, acting by written consent immediately after the execution of this Agreement, shall have executed and delivered to EchoStar a written consent as the controlling stockholder of EchoStar (the "EchoStar Stockholder Consent"), in the form attached to the Implementation Agreement as Exhibit E, adopting and approving this Agreement, and, as a result of the EchoStar Stockholder Consent, no further approval of this Agreement by the EchoStar Board of Directors or EchoStar stockholders will be required in order to consummate the Merger; and

WHEREAS, the Hughes Recapitalization will occur pursuant to the Separation Agreement (the "GM/Hughes Separation Agreement") entered into by and between GM and Hughes concurrently with the execution and delivery of this Agreement, in the form attached to the Implementation Agreement as Exhibit F, and certain other matters relating to the separation of Hughes from GM will be implemented pursuant to certain other agreements contemplated therein, including (i) the GM/Hughes Tax Agreements previously entered into by and among GM, Hughes and certain other parties thereto, or to be entered into by and between GM and Hughes concurrently with the execution and delivery of this Agreement, as applicable, (ii) the Employee Matters Agreement (the "Employee Matters Agreement") entered into by and between

EchoStar and Hughes concurrently with the execution and delivery of this Agreement, in the form attached as Exhibit J of this Agreement, and (iii) the Intellectual Property Agreement (the "GM/Hughes Intellectual Property Agreement") entered into by and between GM and Hughes concurrently with the execution and delivery of this Agreement, in the form attached as Exhibit B to the GM/Hughes Separation Agreement; and

WHEREAS, GM, Hughes and EchoStar have entered into an Implementation Agreement, dated as of the date hereof (the "Implementation Agreement"), setting forth, among other things, the rights and obligations of GM with respect to the consummation of the GM Transactions; and

WHEREAS, the Spin-Off will occur pursuant to the terms and conditions of the Implementation Agreement; and

WHEREAS, the parties intend the Spin-Off to qualify as a distribution of Hughes stock to GM stockholders with respect to which no gain or loss will be recognized pursuant to Section 355 and related provisions of the Internal Revenue Code of 1986, as amended, together with the rules and regulations promulgated thereunder (the "Code"), by GM, Hughes and their respective stockholders; and

WHEREAS, the parties intend the Merger to qualify as a reorganization described in Section 368(a) of the Code; and

WHEREAS, (i) the respective Boards of Directors of GM, Hughes and EchoStar have determined that the Merger is advisable, desirable and in the best interests of their respective stockholders, (ii) the respective Boards of Directors of Hughes and EchoStar have approved this Agreement and the other agreements referred to herein to which each is a party, as applicable, (iii) the respective Boards of Directors of GM, Hughes and EchoStar have approved the Implementation Agreement, the PanAmSat Stock Purchase Agreement and the other agreements referred to herein to which each is a party, as applicable, (iv) the respective Boards of Directors of GM and Hughes have approved the GM/Hughes Separation Agreement and the other agreements referred to therein to which each is a party, (v) the Board of Directors of GM has approved the GM Transactions, including the GM Charter Amendment, and has determined, subject to its fiduciary duties under Applicable Law (as defined below), to recommend that its stockholders approve and adopt the GM Transactions as contemplated herein, (vi) the Board of Directors of Hughes has recommended that its sole stockholder approve and adopt this Agreement and GM, in its capacity as the sole stockholder of Hughes shall have, at a meeting to be held immediately after the execution of this Agreement, adopted and approved this Agreement, (vii) the Board of Directors of EchoStar has recommended that its stockholders approve and adopt this Agreement and the EchoStar Controlling Stockholder, in his capacity as controlling stockholder of EchoStar, shall have, acting by written consent, immediately after the execution of this Agreement, adopted and approved this Agreement and (viii) the Board of Directors of Hughes has approved the Hughes Charter Amendments (as defined in the Implementation Agreement) and GM shall, in its capacity as the sole stockholder of Hughes, at a meeting to be held immediately after the execution of this Agreement, adopt and approve the amendment of the Hughes Certificate of Incorporation constituting a part of the Hughes Charter Amendments.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1

THE MERGER

Section 1.1. The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the provisions of the General Corporation Law of the State of Delaware (as amended from time to time, the "DGCL") and the Nevada Revised Statutes (as amended from time to time, the "NRS"), EchoStar shall merge with and into Hughes as soon as practicable following the satisfaction or waiver of the conditions set forth in Article 6. Following the Merger, the separate corporate existence of EchoStar shall cease, and Hughes shall continue its existence under the laws of the State of Delaware. Hughes, in its capacity as the corporation surviving the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

Section 1.2. Merger Effective Time; Closing. The Merger shall be consummated by filing with (a) the Secretary of State of the State of Delaware (the "Delaware Secretary of State") a certificate of merger (the "Delaware Certificate of Merger") in such form as is required by and executed in accordance with the DGCL, and (b) the Secretary of State of the State of Nevada (the "Nevada Secretary of State") articles of merger (the "Articles of Merger") in such form as is required by and executed in accordance with the NRS. The Certificate of Merger and the Articles of Merger shall be referred to herein as the "Certificate of Merger." The Merger shall become effective when the Delaware Certificate of Merger has been filed with the Delaware Secretary of State and the Articles of Merger have been filed with the Nevada Secretary of State, or at such later time as shall be specified in each Certificate of Merger (the "Merger Effective Time"). Prior to the filings referred to in this Section 1.2, a closing (the "Closing") shall be held at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York, or such other place as the parties hereto may agree, on a date to be mutually agreed to by the parties hereto, which shall in any event be no later than the later to occur of (A) the earlier to occur of sixteen (16) Business Days (as defined in the Implementation Agreement) after (x) the date on which the condition set forth in Section 6.1(b) shall have been satisfied and (y) the date on which the Department of Justice or the Federal Trade Commission (as the case may be) and the parties shall have executed a consent decree or other settlement permitting the consummation of the Merger, provided that EchoStar shall have the right to reduce the time period from sixteen (16) to as little as five (5) Business Days in the case of (x) and (y) upon prior written notification to Hughes and (B) if the time periods in Section 1.2(A) (x) or (y) have expired, but all of the other conditions set forth in Article VI have not been fulfilled or waived, one (1) business day after the day on which the last to be fulfilled or waived of the conditions set forth in Article 6 hereof shall have been fulfilled or waived (other than any of such conditions that by their nature are to be fulfilled at the Closing, but subject to the fulfillment or waiver of such conditions) (the "Closing Date").

Section 1.3. Effects of the Merger. From and after the Merger Effective Time, the Merger shall have the effects set forth in this Agreement, the Certificate of Merger, the DGCL and the NRS.

Section 1.4. Certificate of Incorporation and By-laws. The Certificate of Merger shall provide that, at the Merger Effective Time (a) the Certificate of Incorporation of Hughes shall be amended and restated to provide that the name of the Surviving Corporation shall

be EchoStar Communications Corporation and to embody the terms set forth on Exhibit A hereto, with such changes as shall be mutually agreed between the parties prior to the Mailing Date (as so amended, the "Hughes Amended and Restated Certificate of Incorporation") and, as so amended, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with the terms thereof and the DGCL and (b) the Amended and Restated By-laws of Hughes shall be amended and restated to embody the relevant terms set forth on Exhibit A hereto, with such changes as shall be mutually agreed between the parties prior to the Mailing Date (as so amended, the "Hughes Amended and Restated By-laws") and, as so amended, shall be the By-laws of the Surviving Corporation until thereafter amended in accordance with the terms thereof and the DGCL.

Section 1.5. Surviving Corporation Board and Officers. From and after the Merger Effective Time the directors and certain officers of the Surviving Corporation shall be determined as provided in Section 5.3(c) of this Agreement until their respective successors are duly elected or appointed and qualified in accordance with Applicable Law.

Section 1.6. Management Transition Committee. The parties agree promptly to establish a Management Transition Committee comprised of the Chief Executive Officer of EchoStar, one other EchoStar senior executive, the Chief Executive Officer of Hughes and one other Hughes senior executive (and with such other members as may be appointed by the unanimous approval of such four (4) members) to assure a smooth and fair transition of the two companies' managements to a combined management team. This committee will, among other functions, make recommendations regarding the post-Merger Effective Time officers and other key management team members of the Surviving Corporation, and the respective responsibilities of such persons, with the objective of choosing the best person for each position while also achieving a fair balance of personnel selected from EchoStar and Hughes. This committee will continue for at least one year after the Merger Effective Time to make recommendations to the Board of Directors of the Surviving Corporation on such matters and such other matters as the Board of Directors of the Surviving Corporation may request; provided that the Board of Directors of the Surviving Corporation at and after the Merger Effective Time shall have the ultimate decision-making authority with respect to all matters referred to or discussed by the Management Transition Committee.

Section 1.7. Additional Actions. If, at any time after the Merger Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of EchoStar, (b) comply with any filing, recording or other requirement of any Applicable Law in connection with the Merger or (c) otherwise carry out the provisions of this Agreement, the directors and officers of the Surviving Corporation are authorized in the name of EchoStar or Hughes, as the case may be, or otherwise to take any and all such action.

ARTICLE 2

CONVERSION OF SECURITIES

Section 2.1. Conversion of Capital Stock. At and as of the Merger Effective Time, by virtue of the Merger and without any action on the part of Hughes, EchoStar, any holder of Class A common stock, par value \$0.01 per share of EchoStar (the "EchoStar Class A

Common Stock"), any holder of Class B common stock, par value \$0.01 per share, of EchoStar (the "EchoStar Class B Common Stock" and, together with the EchoStar Class A Common Stock, the "EchoStar Shares"), any holder of Hughes Class A Common Stock, or any foreign, federal, state or local governmental or regulatory body, agency, instrumentality or authority (a "Governmental Authority") or any other individual, corporation, limited liability company, partnership, trust or unincorporated organization (each, a "Person"):

(a) subject to Section 2.3 below, each share of EchoStar Class A Common Stock that is issued and outstanding immediately prior to the Merger Effective Time shall be converted into and represent 1/.73 shares of Class A common stock, par value \$0.01 per share (the "Class A Exchange Ratio"), of Hughes (the "Hughes Class A Common Stock");

(b) subject to Section 2.3 below, each share of EchoStar Class B Common Stock that is issued and outstanding immediately prior to the Merger Effective Time shall be converted into and represent 1/.73 shares of Class B common stock, par value \$0.01 per share (the "Class B Exchange Ratio" and together with the Class A Exchange Ratio, the "Exchange Ratios"), of Hughes (the "Hughes Class B Common Stock" and, together with the Hughes Class A Common Stock and the Hughes Class C Common Stock, the "Hughes Common Stock");

(c) each share of Hughes Class C Common Stock that is issued and outstanding immediately prior to the Merger Effective Time shall remain outstanding;

(d) each other share of Hughes capital stock, including the Hughes Preference Stock if any, that is issued and outstanding immediately prior to the Merger Effective Time shall remain outstanding; and

(e) each share of capital stock of EchoStar held in the treasury of EchoStar shall be cancelled and retired and no payment shall be made in respect thereof.

Section 2.2. Exchange of Certificates.

(a) Exchange Agent. Following the Merger Effective Time, Hughes shall deposit with the exchange agent designated by Hughes with EchoStar's prior approval, which shall not be unreasonably withheld (the "Exchange Agent"), as required for exchange in accordance with this Section 2.2, certificates (in a form to be determined in EchoStar's sole discretion) representing (or other evidence of ownership of) shares of Hughes Class A Common Stock and Hughes Class B Common Stock issuable pursuant to Section 2.1(a) and (b) in exchange for shares of EchoStar Class A Common Stock and EchoStar Class B Common Stock, respectively, outstanding immediately prior to the Merger Effective Time upon due surrender of the Certificates (as defined below) (or affidavits of loss in lieu thereof) pursuant to the provisions of this Article 2 (such shares of Hughes Common Stock, together with any cash deposited with the Exchange Agent, being hereinafter referred to as the "Exchange Fund").

(b) Exchange Procedures. As soon as practicable after the Merger Effective Time, the Exchange Agent, pursuant to the terms of an exchange agent agreement on terms and conditions acceptable to EchoStar and Hughes, shall mail to each holder of record of a certificate or certificates (or other evidence of ownership) (the "Certificates") which immediately prior to the Merger Effective Time represented outstanding shares of EchoStar Class A Common Stock or EchoStar Class B Common Stock whose shares were converted into shares of Hughes Class A Common Stock or Hughes Class B Common Stock pursuant to Section 2.1(a) or (b) above: (i) a

letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates (or affidavits in lieu thereof) to the Exchange Agent and shall be in such form and have such other provisions as Hughes may specify and which are reasonably acceptable to EchoStar), and (ii) instructions for effecting the surrender of the Certificates in exchange for certificates representing (or other evidence of ownership of) shares of Hughes Class A Common Stock or Hughes Class B Common Stock, as applicable, and cash in lieu of fractional shares. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with a duly executed letter of transmittal, the holder of such Certificate shall be entitled to receive in exchange therefor (x) a certificate representing (or other evidence of ownership of) that number of shares of Hughes Class A Common Stock or Hughes Class B Common Stock, as applicable, which such holder has the right to receive pursuant to Section 2.1(a) or (b) above and (y) a check representing the amount of unpaid dividends and distributions, if any, which such holder has the right to receive pursuant to the provisions of this Article 2, and the amount of cash payable to such holder in lieu of fractional shares pursuant to Section 2.3, in each case after giving effect to any required withholding tax pursuant to Section 2.4(c) below, and the shares represented by the Certificate so surrendered shall forthwith be cancelled. No interest will be paid or accrued on cash in lieu of fractional shares, unpaid dividends and distributions, if any, payable to holders of EchoStar Shares. In the event of a transfer of ownership of EchoStar Shares which is not registered on the transfer records of EchoStar, a certificate representing (or other evidence of ownership of) the proper number of shares of Hughes Class A Common Stock or Hughes Class B Common Stock, as applicable, together with a check for the cash to be paid in lieu of unpaid dividends and distributions, if any, and in lieu of fractional shares, in each case without interest, may be issued to such transferee if the Certificate formerly representing such EchoStar Shares held by such transferee is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid. Until surrendered as contemplated by this Section 2.2, each Certificate shall be deemed at any time after the Merger Effective Time to represent that number of whole shares of Hughes Class A Common Stock or Hughes Class B Common Stock into which the shares of EchoStar Class A Common Stock or EchoStar Class B Common Stock formerly represented by such Certificates shall have been converted in the Merger, together with the right to receive any unpaid dividends and distributions and cash in lieu of fractional shares. At the option of Hughes, shares of Hughes Class A Common Stock and Hughes Class B Common Stock to be issued in the Merger need not be certificated, but may be evidenced on the books and records of Hughes or its transfer agent, but Hughes' stockholders will be given the opportunity to receive certificates upon request in accordance with Applicable Law.

(c) Distributions With Respect to Unexchanged Shares. Notwithstanding any other provisions of this Agreement, no dividends or other distributions declared or made after the Merger Effective Time with respect to shares of Hughes Class A Common Stock or Hughes Class B Common Stock having a record date after the Merger Effective Time shall be paid to the holder of any unsurrendered Certificate, until the holder shall surrender such Certificate as provided in this Section 2.2. Subject to the effect of Applicable Law, following surrender of any such Certificate, there shall be paid to the holder of the certificates representing (or other evidence of ownership of) shares of Hughes Class A Common Stock or Hughes Class B Common Stock, as applicable, issued in exchange therefor, without interest, (i) promptly following such surrender, the amount of dividends or other distributions with a record date after the Merger Effective Time theretofore payable with respect to such shares of Hughes Common Stock and not paid, less the amount of any withholding taxes which may be required thereon pursuant to

Section 2.4(c) below, and (ii) at the appropriate payment date subsequent to surrender, the amount of dividends or other distributions with a record date after the Merger Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such shares of Hughes Common Stock, less the amount of any withholding taxes which may be required thereon.

(d) No Further Ownership Rights in EchoStar Shares. All shares of Hughes Class A Common Stock and Hughes Class B Common Stock issued upon surrender of Certificates in accordance with the terms hereof (including any cash paid pursuant to this Article 2) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of EchoStar Class A Common Stock or EchoStar Class B Common Stock represented thereby, and from and after the Merger Effective Time there shall be no further registration of transfers of shares of EchoStar Class A Common Stock or EchoStar Class B Common Stock on the stock transfer books of EchoStar. If, after the Merger Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Section 2.2.

(e) Fees and Expenses of Exchange Agent. The Surviving Corporation shall pay all fees and expenses of the Exchange Agent.

Section 2.3. No Fractional Share Certificates. No fractional shares of Hughes Class A Common Stock or Hughes Class B Common Stock shall be issued in the Merger, no dividend or distribution with respect to Hughes Class A Common Stock or Class B Common Stock shall be payable on or with respect to any such fractional share interest, and such fractional share interest shall not entitle the owner thereof to any rights as a stockholder of Hughes. In lieu thereof, the Surviving Corporation shall pay to the Exchange Agent promptly after the Merger Effective Time cash sufficient as to allow the Exchange Agent to pay each owner of such fractional share interest an amount in cash equal to the fraction of a share of Hughes Class A Common Stock or Hughes Class B Common Stock, as applicable, to which such owner would have been otherwise entitled multiplied by the closing price of a share of Hughes Class A Common Stock, as reported on the New York Stock Exchange, Inc. ("NYSE") composite transactions reporting system as reported in the New York City edition of the Wall Street Journal, or if not reported therein, another authoritative source, for the trading day immediately following the day on which the Merger Effective Time occurs, without interest and net of any required withholding, subject to and in accordance with the terms of this Agreement. For purposes of determining whether a Person holds a fractional share of Hughes Class A Common Stock or Hughes Class B Common Stock, all shares of Hughes Class A Common Stock that a holder of shares of EchoStar Class A Common Stock would otherwise be entitled to receive as a result of the Merger shall be aggregated and all shares of Hughes Class B Common Stock that a holder of shares of EchoStar Class B Common Stock would otherwise be entitled to receive as a result of the Merger shall be aggregated.

Section 2.4. Exchange Fund Matters.

(a) No Liability. None of the parties hereto, the Exchange Agent or the Surviving Corporation shall be liable to any Person in respect of any shares of Hughes Class A Common Stock or Hughes Class B Common Stock (or dividends or distributions with respect thereto) or cash from the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any Certificates shall not have been surrendered prior to seven years after the Merger Effective Time (or immediately prior to such earlier date on

which any cash, any dividends or distributions with respect to whole shares of Hughes Class A Common Stock or Hughes Class B Common Stock in respect of such Certificate would otherwise escheat to or become the property of any Governmental Authority), any such cash, dividends or distributions in respect of such Certificate shall, to the extent permitted by Applicable Law, become the property of Hughes, free and clear of all claims or interest of any Person previously entitled thereto.

(b) Investment of Exchange Fund. The Exchange Agent shall invest any cash included in the Exchange Fund, as directed by the Surviving Corporation, on a daily basis. Any interest and other income resulting from such investments shall be paid to the Surviving Corporation upon termination of the Exchange Fund pursuant to Section 2.4(d).

(c) Withholding Rights. The Exchange Agent, on behalf of the Surviving Corporation, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of EchoStar Class A Common Stock or EchoStar Class B Common Stock such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Code, or under any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate taxing authority, such withheld amounts will be treated for all purposes of this Agreement as having been paid to the holder of EchoStar Class A Common Stock or EchoStar Class B Common Stock in respect of which such deduction and withholding was made.

(d) Lost, Stolen or Destroyed Certificates. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the shares of Hughes Class A Common Stock or Hughes Class B Common Stock, as the case may be, and any cash payable and any unpaid dividends or other distributions in respect thereof pursuant to Article 2 upon due surrender of and deliverable in respect of the EchoStar Shares represented by such Certificate pursuant to this Agreement.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund which remains undistributed for six months after the Merger Effective Time shall be delivered to the Surviving Corporation, and any holders of fractional interests in Hughes Class A Common Stock or Hughes Class B Common Stock or any holders of EchoStar Class A Common Stock or EchoStar Class B Common Stock representing Hughes Class A Common Stock or Hughes Class B Common Stock who have not theretofore complied with the provisions of this Article 2 shall thereafter look only to the Surviving Corporation, as a general creditor thereof, for satisfaction of their claims for Hughes Class A Common Stock or Hughes Class B Common Stock, respectively, dividends and other distributions, if any, and any cash in lieu of fractional shares thereof, as the case may be.

Section 2.5. Treatment of EchoStar Stock Options.

(a) Prior to the Merger Effective Time, Hughes and EchoStar shall take all such actions as may be necessary to cause each unexpired and unexercised option, whether or not vested or exercisable, under stock option plans of EchoStar with respect to EchoStar Class A Common Stock and EchoStar Class B Common Stock, if any (each, an "Option"), to be

automatically converted at the Merger Effective Time into an option (a "Hughes Exchange Option") to purchase, on the same terms and conditions as were applicable to each such Option immediately before the Merger Effective Time (except for any changes in vesting rights or permitted time of exercise pursuant to the terms of the stock option plans and stock option agreements in existence on the date of this Agreement which result from the occurrence of the Merger), the number of shares of Hughes Class A Common Stock or Hughes Class B Common Stock equal to (x) the number of shares of EchoStar Class A Common Stock or EchoStar Class B Common Stock, if any, as the case may be, subject to such Option multiplied by (y) the Exchange Ratio (rounded up to the nearest whole number) (that is, for each unexpired Option granted to an employee, the number of shares under the Hughes Exchange Option will be equal to the number of shares of EchoStar Class A Common Stock or EchoStar Class B Common Stock, if any, underlying such Option multiplied by the number of shares of Hughes Class A Common Stock or Hughes Class B Common Stock referenced in Section 2.1(a)), at a price per share (rounded down to the nearest cent) equal to (A) the exercise price for the EchoStar Class A Common Stock or EchoStar Class B Common Stock, if any, purchasable pursuant to such Option immediately prior to the Merger Effective Time divided by (y) the Exchange Ratio (that is, for each Option converted under this Section 2.5(a), the exercise price per share of the Hughes Exchange Option will equal the exercise price per share of the Option divided by the number of shares of Hughes Class A Common Stock or Hughes Class B Common Stock, as the case may be, referenced in Section 2.1(a)); provided, however, that in the case of any Option to which Section 421 of the Code applies by reason of its qualification under Section 422 of the Code, the conversion formula shall be adjusted, if necessary, to comply with Section 424(a) of the Code. In connection with the issuance of Hughes Exchange Options, Hughes shall (i) reserve for issuance the number of shares of Hughes Class A Common Stock and Hughes Class B Common Stock that will become subject to Hughes Exchange Options pursuant to this Section 2.5 and (ii) from and after the Merger Effective Time, upon exercise of Hughes Exchange Options, make available for issuance all shares of Hughes Class A Common Stock and Hughes Class B Common Stock covered thereby, subject to the terms and conditions applicable thereto.

(b) If and to the extent required by the terms of any applicable stock option plans or pursuant to the terms of any applicable Options or restricted stock units, EchoStar shall use commercially reasonable efforts to obtain the consent of each holder of outstanding Options or restricted stock units to the treatment of such Options and restricted stock units in accordance with this Section 2.5.

(c) Prior to the Merger Effective Time, the Board of Directors of Hughes, or an appropriate committee of non-employee directors thereof, shall adopt a resolution consistent with the interpretive guidance of the U.S. Securities and Exchange Commission (the "SEC"), so that the disposition of the Options and the acquisition of any shares of Hughes Class A Common Stock and Hughes Class B Common Stock, any Hughes Exchange Options or any other equity securities or derivative securities of Hughes pursuant to this Agreement by each officer or director of EchoStar who may become subject to Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"), with respect to Hughes, shall be exempt for purposes of Section 16 of the Exchange Act.

(d) Within thirty (30) days after the Merger Effective Time, Hughes shall file a registration statement or registration statements on Form S-8 or another appropriate form with respect to the shares of Hughes Common Stock subject to the Hughes Exchange Options, and shall use its commercially reasonable efforts to maintain the effectiveness of such registration

statement(s) and maintain the current status of the prospectus(es) contained therein for so long as such Hughes Exchange Options remain outstanding. Hughes shall use commercially reasonable efforts to cause the shares of Hughes Class A Common Stock subject to such Hughes Exchange Options to be approved for listing on the NYSE or approved for quotation on the Nasdaq Stock Market ("Nasdaq") within thirty (30) days after the Merger Effective Time.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF ECHOSTAR

In order to induce Hughes to enter into this Agreement, EchoStar hereby represents and warrants to Hughes as follows, except as specifically described in EchoStar's annual report on Form 10-K for the fiscal year ended December 31, 2000 (the "EchoStar 10-K"), EchoStar's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2001 (the "EchoStar 10-Q") and all other reports, filings, registration statements and other documents (collectively with the EchoStar 10-K and EchoStar 10-Q, the "EchoStar SEC Documents") filed with the SEC after September 30, 2001 and prior to the date hereof (as such documents have been amended since the time of their filing and prior to the date hereof), all of which are of public record.

Section 3.1. Organization and Standing. Each of EchoStar and EchoStar's Significant Subsidiaries (as defined below) is a corporation validly existing and is in good standing under the laws of the State of Nevada, with respect to EchoStar, and (to the extent such concepts or equivalent concepts are recognized in such jurisdictions) under the laws of its state or other jurisdiction of incorporation, with respect to EchoStar's Significant Subsidiaries, in each case with all corporate power to carry on its business as now conducted. Each of EchoStar and EchoStar's Subsidiaries is duly qualified to do business and is in good standing (to the extent such concepts or equivalent concepts are recognized in such jurisdictions) in each jurisdiction in which the nature of the business conducted by it or the property it owns, leases or operates makes such qualification necessary, except where the failure to be so qualified or in good standing in such jurisdiction could not reasonably be expected to have a EchoStar Material Adverse Effect or have a material adverse impact on its ability to consummate the transactions contemplated by the EchoStar Transaction Agreements (as defined below). For the purposes of this Agreement, a "EchoStar Material Adverse Effect" means an event, change, circumstance or effect that has had or is reasonably likely to have a material adverse effect on the business, operations, assets, liabilities or financial condition of EchoStar and its Subsidiaries, taken as a whole, other than events, changes, circumstances or effects that arise out of or result from (x) economic factors affecting the economy or financial markets as a whole or generally affecting the direct broadcast satellite industry (other than those that materially disproportionately affect EchoStar and its Subsidiaries taken as a whole) and (y) the announcement of the execution of this Agreement or the other agreements contemplated hereby or the compliance by the parties with their respective obligations hereunder and thereunder (including any cancellations of or delays in customer orders, any reduction in sales, any disruption in supplier, distributor, partner or similar relationships or any loss of employees).

Section 3.2. Subsidiaries. Section 3.2 of the disclosure schedule delivered by EchoStar to Hughes and dated as of the date hereof (the "EchoStar Disclosure Schedule") sets forth a list of all of the Subsidiaries (as defined below) that are Significant Subsidiaries (as defined below), of EchoStar. Each of the outstanding shares of capital stock of each of

EchoStar's Subsidiaries is duly authorized, validly issued, fully paid and nonassessable, and is owned, directly or indirectly, by EchoStar free and clear of all Encumbrances (as defined below) and has not been issued in violation of any preemptive or similar rights. Other than as set forth in Section 3.2 of the EchoStar Disclosure Schedule, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale, transfer or voting of any securities of any Significant Subsidiary of EchoStar, nor are there outstanding any securities which are convertible into or exchangeable for any shares of capital stock of any Significant Subsidiary of EchoStar; and no Significant Subsidiary of EchoStar has any obligation of any kind to issue any additional securities or to pay for securities of EchoStar or any Significant Subsidiary of EchoStar or any predecessor of any of the foregoing.

For the purposes of this Agreement, (x) the term "Subsidiary", with respect to a Person, means any corporation, limited liability company, partnership, trust or unincorporated organization of which securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation, limited liability company, partnership, trust or unincorporated organization are directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries, and (y) the term "Significant Subsidiary" means a Subsidiary of a Person that would constitute a "significant subsidiary" within the meaning of Rule 1-02 of Regulation S-X of the Exchange Act, if such Rule were applicable to such Person.

Section 3.3. Corporate Power and Authority. EchoStar has (or will have prior to execution thereof) all requisite corporate power and authority to enter into the EchoStar Transaction Agreements (as defined below) and to consummate the transactions contemplated thereby. The execution and delivery of the EchoStar Transaction Agreements by EchoStar and the consummation of the transactions contemplated thereby to be effected by EchoStar have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on the part of EchoStar. Each of the EchoStar Transaction Agreements has been (or will be) duly executed and delivered by EchoStar and, assuming the due authorization, execution and delivery by the other parties thereto, constitutes (or will constitute when executed) the legal, valid and binding obligations of EchoStar, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

For the purposes of this Agreement, "EchoStar Transaction Agreements" means this Agreement, the Implementation Agreement, the Merger Commitment Letter, the Merger Financing Agreement, the PanAmSat Financing Agreement, the PanAmSat Stock Purchase Agreement, the Registration Rights Letter Agreement (as defined in the Implementation Agreement), the EchoStar Controlling Stockholder Registration Rights Agreement (as defined in the Implementation Agreement), the Supplemental Agreement and the Pledge Agreement and all other agreements contemplated hereby or thereby to which EchoStar is (or will be) a party.

Section 3.4. Capitalization of EchoStar.

(a) As of the date of this Agreement, EchoStar's authorized capital stock consists of (i) 1,600,000,000 shares of common stock, par value \$0.01 per share, of which (x) 800,000,000 shares have been designated EchoStar Class A Common Stock, (y) 400,000,000 shares have been designated EchoStar Class B Common Stock and (z) 400,000,000 shares have

been designated EchoStar Class C common stock, par value \$0.01 per share (the "EchoStar Class C Common Stock") and (ii) 20,000,000 shares of preferred stock, par value \$0.01 per share, of which (x) 1,616,681 shares have been designated Series A Cumulative Preferred Stock, par value \$0.01 per share ("EchoStar Series A Preferred Stock"), (y) 900,000 shares have been designated Series B Senior Redeemable Exchangeable Preferred Stock, par value \$0.01 per share ("EchoStar Series B Preferred Stock") and (z) 2,300,000 shares have been designated Series C Cumulative Convertible Preferred Stock, par value \$0.01 per share ("EchoStar Series C Preferred Stock"). As of October 19, 2001 (i) 240,770,601 shares of EchoStar Class A Common Stock (excluding shares held by EchoStar as treasury shares) were issued and outstanding, (ii) 238,435,208 shares of EchoStar Class B Common Stock (excluding shares held by EchoStar as treasury shares) were issued and outstanding, (iii) no shares of EchoStar Class C Common Stock were issued and outstanding, (iv) no shares of EchoStar Class A Common Stock or EchoStar Class B Common Stock, respectively, were held by EchoStar as treasury shares and (v) no shares of EchoStar Series A Preferred Stock, EchoStar Series B Preferred Stock or EchoStar Series C Preferred Stock were issued and outstanding. Prior to the Merger Effective Time, EchoStar will file a certificate with the Secretary of State of Nevada withdrawing the designation of the Series A Preferred Stock, the Series B Preferred Stock and the Series C Preferred Stock.

(b) Each outstanding share of EchoStar capital stock is duly authorized and validly issued, fully paid and nonassessable, and has not been issued in violation of any preemptive or similar rights. Except as set forth in Section 3.4(b) of the EchoStar Disclosure Schedule, EchoStar has no authorized or outstanding bonds, debentures, notes or other obligations or securities, the holders of which have the right to vote with the stockholders of EchoStar on any matter.

(c) Other than as contemplated by the EchoStar Transaction Agreements or as set forth in Section 3.4(c) of the EchoStar Disclosure Schedule, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale or transfer of any securities of EchoStar, nor are there outstanding any securities which are convertible into or exchangeable for any shares of capital stock of EchoStar; and EchoStar has no obligation of any kind to issue any additional securities or to pay for securities of EchoStar or any predecessor or affiliate. The issuance and sale of all of the shares of EchoStar's capital stock described in this Section 3.4 have been in compliance with federal and state securities laws. Except as set forth in Section 3.4(c) of the EchoStar Disclosure Schedule, EchoStar has not agreed to register any of its securities under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act") or under any state securities law or granted registration rights with respect to any securities of EchoStar to any Person.

Section 3.5. Conflicts, Consents and Approvals. Except as set forth in Section 3.5 of the EchoStar Disclosure Schedule, the execution and delivery by EchoStar of the EchoStar Transaction Agreements and the consummation of the transactions contemplated thereby will not:

(a) violate any provision of the certificate of incorporation or by-laws (or equivalent organizational documents) of EchoStar or any of its Significant Subsidiaries;

(b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or both, would constitute a default) under, require the consent of any party under, or entitle any party

(with the giving of notice, the passage of time or both) to terminate, accelerate, modify or call a default under, or result in the creation of any Encumbrance upon any of the properties or assets of EchoStar or any of its Significant Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, intellectual property or other license, contract, undertaking, agreement, lease or other instrument or obligation to which EchoStar or any of its Significant Subsidiaries is a party;

(c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to EchoStar or any of its Subsidiaries; or

(d) except as contemplated by the EchoStar Transaction Agreements, require any consent or approval of or registration or filing by EchoStar or any of its affiliates with, any third party or any Governmental Authority, other than (i) FCC approvals, (ii) actions required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act"), and any similar laws of foreign jurisdictions and (iii) registrations or other actions required under federal, state and foreign securities laws as are contemplated by this Agreement;

except in the case of (b), (c) and (d) for any of the foregoing that, in the aggregate, could not reasonably be expected to have a EchoStar Material Adverse Effect or have a material adverse impact on the ability of EchoStar to consummate the transactions contemplated by the EchoStar Transaction Agreements.

Section 3.6. EchoStar SEC Documents.

(a) EchoStar has timely filed with the SEC all required reports, filings, registration statements and other documents to be filed by them with the SEC since January 1, 2000.

(b) As of its filing date, or as amended or supplemented prior to the date hereof, each EchoStar SEC Document complied (and each EchoStar SEC Document filed after the date of this Agreement will comply) as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act.

(c) No EchoStar SEC Document, as of its filing date, contained any untrue statement of a material fact or omitted to state any material fact (and no EchoStar SEC Document filed after the date of this Agreement will contain any untrue statement of a material fact or omit to state any material fact) necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Section 3.7. Financial Statements; Liabilities.

(a) The audited financial statements and unaudited interim financial statements of EchoStar included in the EchoStar 10-K and the EchoStar 10-Q (including any related notes or schedules) fairly present in all material respects (and the audited financial statements and unaudited interim financial statements of EchoStar included in EchoStar SEC Documents filed after the date of this Agreement will fairly present in all material respects), in accordance with GAAP (except as may be indicated in the notes thereto), the consolidated financial position of EchoStar and its consolidated Subsidiaries as of the dates thereof and its consolidated results of operations and changes in financial position for the respective periods then

ended (subject to normal year-end adjustments and lack of footnote disclosure in the case of any unaudited interim financial statements).

(b) EchoStar and its Subsidiaries have no liabilities or obligations of any kind whatsoever, whether known or unknown, asserted or unasserted, accrued, contingent, absolute, determined, determinable or otherwise, in each case, other than:

(i) liabilities or obligations disclosed or provided for in the balance sheet of EchoStar included in the EchoStar 10-K or 10-Q or disclosed in the notes thereto;

(ii) liabilities incurred since September 30, 2001 in the ordinary course of business;

(iii) liabilities or obligations under the EchoStar Transaction Agreements or incurred in connection with the transactions contemplated thereby;

(iv) obligations of EchoStar or its Subsidiaries under the agreements, contracts, leases, licenses to which it is a party that would be required by GAAP to be reflected on or reserved against on the balance sheet of EchoStar included in the EchoStar 10-Q and which are so reflected or reserved against thereon;

(v) as set forth in Section 3.7 of the EchoStar Disclosure Schedule; and

(vi) other liabilities or obligations which, in the aggregate, could not reasonably be expected to have a EchoStar Material Adverse Effect, or have a material adverse impact on the ability of EchoStar to consummate the transactions contemplated by the EchoStar Transaction Agreements.

Section 3.8. Absence of Certain Changes. Except as set forth in Section 3.8 of the EchoStar Disclosure Schedule and except as contemplated by the EchoStar Transaction Agreements, since September 30, 2001, there has been no (i) EchoStar Material Adverse Effect or (ii) development that has had or could reasonably be expected to have a material adverse impact on the ability of EchoStar to consummate the transactions contemplated by the EchoStar Transaction Agreements.

Section 3.9. Compliance with Law. Except as set forth in Section 3.9 of the EchoStar Disclosure Schedule and except for the Environmental and Safety Requirements (as defined below) which are addressed separately in Section 3.12 below, EchoStar and its Significant Subsidiaries are in compliance with, and at all times since January 1, 1998 have been in compliance with, all applicable laws, statutes, orders, rules, regulations, policies or guidelines promulgated, or judgments, decisions or orders entered by any Governmental Authority (collectively, "Applicable Law") relating to them or their businesses or properties, except where the failure to be in compliance therewith could not, in the aggregate, reasonably be expected to have a EchoStar Material Adverse Effect or have a material adverse impact on the ability of EchoStar to consummate the transactions contemplated by the EchoStar Transaction Agreements.

Section 3.10. Litigation. Except as set forth in Section 3.10 of the EchoStar Disclosure Schedule, there is no suit, claim, action, proceeding or, to its knowledge, investigation

("Action") pending or, to the knowledge of EchoStar, threatened against EchoStar or any of its Subsidiaries or its or their properties which could reasonably be expected to (a) have a EchoStar Material Adverse Effect or (b) have a material adverse impact on the ability of EchoStar to consummate the transactions contemplated by the EchoStar Transaction Agreements; provided, that with respect to this Section 3.10(b), the foregoing representation is made as of the date of this Agreement.

Section 3.11. Taxes. Each of EchoStar and its Subsidiaries has duly filed (or there have been filed on their behalf) all federal and material state, local and foreign income, franchise, excise, real and personal property and other tax returns and reports (including, but not limited to, those filed on a consolidated, combined or unitary basis) required to have been filed by it prior to the date hereof (taking into account extensions). All of the foregoing returns and reports are true and correct in all material respects, and EchoStar and its Subsidiaries have paid, or adequately reserved for, all taxes required to be paid in respect of all periods covered by such returns and reports. For the purposes of this Agreement, the term "tax" shall include all federal, state, local and foreign taxes, including interest and penalties thereon.

Section 3.12. Environmental and Safety Matters. Except as set forth in Section 3.12 of the EchoStar Disclosure Schedule, and except for any facts, conditions or circumstances that, in the aggregate, could not reasonably be expected to have a EchoStar Material Adverse Effect: (i) EchoStar and its Subsidiaries are and have been in compliance with all applicable Environmental and Safety Requirements; (ii) no property currently or, to the knowledge of EchoStar, formerly owned or operated by EchoStar or any Subsidiary has been contaminated with any substance that could reasonably be expected to require investigation or remediation pursuant to any Environmental and Safety Requirements; (iii) neither EchoStar nor any of its Subsidiaries is subject to any liability for any waste disposal or contamination on any third party property; (iv) neither EchoStar nor any of its Subsidiaries has received any notice, demand, letter, claim or request for information indicating that it may be in violation of or subject to liability with respect to any Environmental and Safety Requirements; (v) neither EchoStar nor any Subsidiary is subject to any outstanding order, decree, injunction or other arrangement with any Governmental Authority or any indemnity or other agreement with any other party relating to any Environmental and Safety Requirements and for which EchoStar or the Subsidiary retains any liability or obligation; (vi) to the knowledge of EchoStar there are no other circumstances or conditions involving EchoStar or any Subsidiary that could reasonably be expected to result in any claims, liability, investigations or costs by or for EchoStar or any Subsidiary of EchoStar in connection with any Environmental and Safety Requirements; and (vii) EchoStar has made available to EchoStar copies of all material environmental reports, studies, assessments and sampling data relating to EchoStar and its Subsidiaries or that relates to the current EchoStar business or for which indemnification does not exist and which are in the possession, custody or control of EchoStar. For the purposes of this Agreement, the term "Environmental and Safety Requirements" means all applicable federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations and all common law in each case concerning public health and safety, worker health and safety, and pollution or protection of the environment (including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, Release or threatened Release (whether onsite or offsite), control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation). For the purposes

of this Agreement, the term "Release" has the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or similar Environmental and Safety Requirements.

Section 3.13. Employee Benefit Plans. All benefit and compensation plans, contracts, policies or arrangements covering current or former United States employees of EchoStar and its Subsidiaries and current or former directors of EchoStar, including "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and deferred compensation, stock option, stock purchase, stock appreciation rights, stock based, incentive and bonus plans (the "EchoStar Plans"), are listed in Section 3.13 of the EchoStar Disclosure Schedule. Except as set forth in Section 3.13 of the EchoStar Disclosure Schedule, all EchoStar Plans are in compliance with, and have been administered and operated in accordance with, the terms of such EchoStar Plans and Applicable Law, except for any failure to so comply, operate or administer the EchoStar Plans that could not reasonably be expected to have a EchoStar Material Adverse Effect. With respect to each EchoStar Plan, a complete and correct copy of the most recent plan document or agreement, all related trust and funding documents, and all amendments thereto; the most recent summary plan description, and all related summaries of material modifications; and all actuarial and financial reports for the last three plan years, where applicable, have been provided or made available to Hughes. The Internal Revenue Service has issued a determination letter to the effect that each such EchoStar Plan which is intended to be qualified within the meaning of Section 401(a) or 501(c)(9) of the Code is so qualified. Neither EchoStar nor any of its Subsidiaries has engaged in a transaction with respect to any EchoStar Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject EchoStar or any Subsidiary to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA, except for any tax or penalty which could not reasonably be expected to have an EchoStar Material Adverse Effect. No liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by EchoStar or any of its Subsidiaries with respect to any ongoing, frozen or terminated "single-employer plan", within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or the single-employer plan of any entity which is considered one employer with EchoStar under Section 4001 of ERISA or Section 414 of the Code (a "EchoStar ERISA Affiliate"), except for any liability that could not reasonably be expected to have a EchoStar Material Adverse Effect. EchoStar and the Subsidiaries have not incurred and do not expect to incur any withdrawal liability with respect to a multiemployer plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of a EchoStar ERISA Affiliate), except for any liability that could not reasonably be expected to have a EchoStar Material Adverse Effect. No event which constitutes a "reportable event" as defined in Section 4043 of ERISA has occurred with respect to any EchoStar Plan subject to Title IV of ERISA which presents a material risk of the termination of any such EchoStar Plan and could reasonably be expected to result in a EchoStar Material Adverse Effect. Except as set forth in Section 3.13 of the EchoStar Disclosure Schedule, no audit, claim, action or litigation has been made, commenced or, to the knowledge of EchoStar, threatened with respect to any EchoStar Plan that, if adversely determined, could reasonably be expected to have a EchoStar Material Adverse Effect. Neither EchoStar nor any of its Subsidiaries has any obligations for continuing coverage for retiree health and life benefits (other than as required under Part 6 of Title I of ERISA or other similar obligations under Applicable Law) under any EchoStar Plan, except as listed in Section 3.13 of the EchoStar Disclosure Schedule. EchoStar or the Subsidiaries may amend or terminate any such retiree plan at any time without incurring any liability thereunder except for any liability which could not reasonably be expected to have a EchoStar Material

Adverse Effect. Except as set forth in Section 3.13 of the EchoStar Disclosure Schedule, there has been no amendment to, announcement by EchoStar or any of its Subsidiaries relating to, or change in employee participation or coverage under, any EchoStar Plan which would increase materially the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year. Except as set forth in Section 3.13 of the EchoStar Disclosure Schedule, neither the execution of this Agreement, shareholder approval of this Agreement nor the consummation of the transactions contemplated hereby will (w) entitle any employees of EchoStar or any of the Subsidiaries to severance pay or any increase in severance pay upon any termination of employment after the date hereof, (x) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to the terms of, any of the EchoStar Plans, (y) limit or restrict the right of EchoStar or, after the consummation of the transactions contemplated hereby, Hughes to merge, amend or terminate any of the EchoStar Plans, or (z) cause EchoStar or any of its Subsidiaries or, after the consummation of the transactions contemplated hereby, Hughes to record additional compensation expense on its income statement with respect to any outstanding stock option or other equity-based award. EchoStar does not have any labor unions and is not a party to any collective bargaining agreements, in each case within the United States.

Section 3.14. Intellectual Property.

(a) EchoStar and its Subsidiaries own or have a valid right to use and shall own or have a valid right to use as of the Closing Date, all EchoStar Intellectual Property, except where the failure to own or have a valid right to use could not reasonably be expected to have a EchoStar Material Adverse Effect. For the purposes of this Agreement, "Intellectual Property" means:

(i) all patents and patent applications, trademarks, service marks, trade names (whether registered or unregistered) and pending applications for registration of any of the foregoing, domain names, copyrights and registrations and applications therefor, mask works and any applications for registration thereof, trade secrets, inventions, know-how, confidential and other intellectual property and proprietary rights arising from or in respect of the foregoing; and

(ii) any and all computer programs, including any and all software implementations (whether in source code or object code), databases, including any and all data and collections of data, whether machine readable or otherwise, and any other work product used to design and develop any of the foregoing and all documentation relating to the foregoing.

For the purposes of this Agreement, "EchoStar Intellectual Property" means all Intellectual Property (x) owned by EchoStar or any of its Subsidiaries; or (y) used or held for use by EchoStar or any of its Subsidiaries in their business pursuant to a valid license agreement. Except as set forth in Section 3.14(a) of the EchoStar Disclosure Schedule, each material item of EchoStar Intellectual Property is owned or licensed by the respective businesses of EchoStar and its Subsidiaries to no less advantageous extent in all material respects as during the twelve (12) months prior to the date hereof. EchoStar and its Subsidiaries have taken commercially reasonable action to maintain and protect their rights in and to each material item of EchoStar Intellectual Property.

(b) Except as set forth in Section 3.14(b) of the EchoStar Disclosure Schedule, neither EchoStar nor any of its Subsidiaries has received any written claim or notice of infringement or misappropriation of, or conflict with, the Intellectual Property rights of others, other than such as could not reasonably be expected to have a EchoStar Material Adverse Effect. Except as set forth in Section 3.14(b) of the EchoStar Disclosure Schedule, neither EchoStar nor any of its Subsidiaries has provided any third party any written claim or notice that such third party has infringed upon, misappropriated, or otherwise come into conflict with, any EchoStar Intellectual Property. Except as set forth in Section 3.14(b) of the EchoStar Disclosure Schedule, EchoStar and its Subsidiaries possess all right, title, and interest in and to, or have a legal, valid, binding and enforceable right to use, each material item of Intellectual Property used by EchoStar or any of its Subsidiaries, free and clear of all Encumbrances.

(c) The EchoStar Intellectual Property is sufficient to conduct, in all material respects, the respective businesses of EchoStar and its Subsidiaries after the Merger Effective Time as such businesses were conducted immediately prior to the Merger Effective Time.

Section 3.15. Contracts. Except as set forth in Section 3.15 of the EchoStar Disclosure Schedule, each material lease, license, contract, agreement or obligation to which EchoStar or any of its Subsidiaries is a party or by which any of them or any of their properties may be bound is valid, binding and enforceable and in full force and effect, except where such failures to be valid, binding and enforceable and in full force and effect could not, in the aggregate, reasonably be expected to have a EchoStar Material Adverse Effect or have a material adverse impact on the ability of EchoStar to consummate the transactions contemplated by the EchoStar Transaction Agreements, and neither EchoStar nor any of its Subsidiaries is in breach of or default thereunder, and, to EchoStar's knowledge, no other party thereto is in breach of or default thereunder, except for those breaches and defaults that could not reasonably be expected to have a EchoStar Material Adverse Effect or have a material adverse impact on the ability of EchoStar to consummate the transactions contemplated by the EchoStar Transaction Agreements.

Section 3.16. Brokerage and Finder's and Other Fees; Opinion of Financial Advisor.

(a) Except for EchoStar's obligations to UBS Warburg LLC and Deutsche Banc Alex. Brown Inc., neither EchoStar nor any of its affiliates, stockholders, directors, officers or employees has incurred or will incur on behalf of EchoStar or any affiliate of EchoStar, any brokerage, finder's or similar fee in connection with the transactions contemplated by the EchoStar Transaction Agreements.

(b) The Board of Directors of EchoStar has received the opinion of Deutsche Bank Alex. Brown Inc. to the effect that, as of the date of this Agreement, the Class A Exchange Ratio is fair, from a financial point of view, to the holders of EchoStar Class A Common Stock. EchoStar will provide a copy thereof to Hughes, for information purposes only, and Hughes acknowledges that it has no right to rely on such opinion.

Section 3.17. Board and Stockholder Approval. The Board of Directors of EchoStar, at a meeting duly called and held, has duly determined that the EchoStar Transaction Agreements and the transactions contemplated thereby are advisable, fair to and in the best interests of EchoStar and its stockholders and has authorized the EchoStar Transaction Agreements to be executed, delivered and performed. Immediately following the execution of this Agreement and such determinations, the Controlling Stockholder shall have executed and

delivered to EchoStar, in accordance with the provisions of the NRS, a written consent approving and adopting this Agreement and the other EchoStar Transaction Agreements and approving the transactions contemplated hereby and thereby. No other vote or consent of the holders of any class or series of EchoStar capital stock is necessary to approve and adopt this Agreement and the transactions contemplated by the EchoStar Transaction Agreements.

Section 3.18. Takeover Laws. Prior to the date hereof, the Board of Directors of EchoStar has taken all action necessary to exempt (a) the execution of the EchoStar Transaction Agreements, (b) the Merger and (c) the transactions contemplated thereby under or make the foregoing actions not subject to (i) any takeover law or law that purports to limit or restrict business combinations or the ability to acquire or vote shares and (ii) any stockholder rights plan or any similar anti-takeover plan or device.

Section 3.19. Restrictive Agreements. Except as set forth in Section 3.19 of the EchoStar Disclosure Schedule, none of EchoStar, EchoStar's Subsidiaries or any employee, officer, director or consultant of either EchoStar or EchoStar's Subsidiaries is party to or bound by any agreement, contract, policy, license, Permit, document, instrument, arrangement or commitment that materially limits, or would materially limit after the Merger Effective Time, the ability of either EchoStar or EchoStar's Subsidiaries or, to EchoStar's knowledge, Hughes or its Subsidiaries, to compete in any line of business or with any Person or in any geographic area.

Section 3.20. Permits. For the purposes of this Agreement, the "EchoStar Permits" shall mean all permits, approvals, authorizations, certificates, consents, franchises, licenses, concessions and rights ("Permits") issued or authorized by any Governmental Authority (as amended or modified) to, or held by, EchoStar or any of its Subsidiaries (together, the "EchoStar Permit Entities") including (a) all Permits issued by the FCC to any EchoStar Permit Entity ("EchoStar FCC Licenses") and (b) all Permits issued to any EchoStar Permit Entity by a Governmental Authority (other than the FCC) authorizing such entity to provide broadcasting or other communications services (including the provision of direct-to-home video programming). Set forth on Section 3.20 of the EchoStar Disclosure Schedule is a true and complete list of (a) all EchoStar Permits, (b) all pending applications for Permits that would be EchoStar Permits, if issued or granted and (c) all pending applications by any EchoStar Permit Entity for modification, extension or renewal of EchoStar Permits, except that Section 3.20 of the EchoStar Disclosure Schedule need not list such EchoStar Permits, applications therefor or applications in respect thereof that are immaterial to the assets or business of EchoStar and its Subsidiaries taken as a whole. The EchoStar Permits are all of the Permits required to be issued to or held by the EchoStar Permit Entities in order to allow such entities to conduct their respective businesses as currently conducted and the EchoStar Permits are in full force and effect, except where the failure to possess any such Permit or the failure of any such Permit to be in full force and effect could not reasonably be expected to have a EchoStar Material Adverse Effect. Without limiting the general provisions of Section 3.9, except as set forth on Section 3.20 of the EchoStar Disclosure Schedule, each of the EchoStar Permit Entities is in compliance with (i) its obligations under each of the EchoStar Permits owned, held or possessed by it, and (ii) the rules and regulations of the Governmental Authority issuing such EchoStar Permit, except in each case where the failure to so comply could not reasonably be expected to have a EchoStar Material Adverse Effect. Except as set forth on Section 3.20 of the EchoStar Disclosure Schedule and except for proceedings affecting the satellite industry in general, to EchoStar's knowledge, there is not pending or threatened before the Federal Communications Commission or any successor agency ("FCC") or any other Governmental Authority any proceeding, notice of violation, order of forfeiture or

complaint, or investigation against any EchoStar Permit Entity relating to any of the EchoStar Permits that could reasonably be expected to have a EchoStar Material Adverse Effect. Without limiting the general provisions of Section 3.5, Section 3.5(d) of the EchoStar Disclosure Schedule lists all of the consents or approvals of, or registrations or filings by any EchoStar Permit Entity with, any Governmental Authority necessary for EchoStar to transfer the EchoStar Permits by consummating the transactions contemplated hereby.

Section 3.21. Amendment to By-Laws. EchoStar has amended its By-laws to provide that the stockholders of EchoStar may act by written consent of the holders of that number of shares required to take such action in order to be effective and such By-laws, as so amended, remain in full force and effect.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF HUGHES

In order to induce EchoStar to enter into this Agreement, Hughes hereby represents and warrants to EchoStar as follows, except as specifically described in Hughes' annual report on Form 10-K for the fiscal year ended December 31, 2000 (the "Hughes 10-K"), Hughes' quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2001 (the "Hughes 10-Q") and all other reports, filings, registration statements and other documents (collectively with the Hughes 10-K and Hughes 10-Q, the "Hughes SEC Documents") filed by Hughes with the SEC after September 30, 2001 and prior to the date hereof (as such documents have been amended since the time of their filing and prior to the date hereof), all of which are of public record.

Section 4.1. Organization and Standing. Each of Hughes and Hughes' Significant Subsidiaries is a corporation validly existing and in good standing under the laws of the State of Delaware, with respect to Hughes, and (to the extent such concepts or equivalent concepts are recognized in such jurisdictions) under the laws of its state or other jurisdiction of incorporation, with respect to Hughes' Significant Subsidiaries, in each case, with all corporate (and other) power to carry on its business as now conducted. Each of Hughes and Hughes' Subsidiaries is duly qualified to do business and is in good standing (to the extent that such concepts or equivalent concepts are recognized in such jurisdictions) in each jurisdiction in which the nature of the business conducted by it or the property it owns, leases or operates makes such qualification necessary, except where the failure to be so qualified or in good standing in such jurisdiction could not reasonably be expected to have a Hughes Material Adverse Effect (as defined below) or have a material adverse impact on its ability to consummate the transactions contemplated by the Hughes Transaction Agreements (as defined below). For the purposes of this Agreement, a "Hughes Material Adverse Effect" means an event, change, circumstance or effect that has had or is reasonably likely to have a material adverse effect on the business, operations, assets, liabilities or financial condition of Hughes and its Subsidiaries taken as a whole, other than events, changes, circumstances or effects that arise out of or result from (x) economic factors affecting the economy or financial markets as a whole or generally affecting the direct broadcast satellite industry (other than those that materially disproportionately affect Hughes and its Subsidiaries taken as a whole), (y) the Hughes Recapitalization or the Spin-Off and (z) the announcement of the execution of the this Agreement and the agreements contemplated hereby or the compliance by the parties with their respective obligations hereunder and thereunder (including any cancellations of or delays in customer orders, any reduction in

sales, any disruption in supplier, distributor, partner or similar relationships or any loss of employees).

Section 4.2. Subsidiaries. Section 4.2 of the disclosure schedule delivered by Hughes to EchoStar and dated as of the date hereof (the "Hughes Disclosure Schedule") sets forth a list of all of the Significant Subsidiaries of Hughes. Each of the outstanding shares of capital stock of each of Hughes' Subsidiaries is duly authorized, validly issued, fully paid and nonassessable, and is owned, directly or indirectly, by Hughes free and clear of all Encumbrances and has not been issued in violation of any preemptive or similar rights. Other than as set forth in Section 4.2 of the Hughes Disclosure Schedule, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale, transfer or voting of any securities of any Significant Subsidiary of Hughes, nor are there outstanding any securities which are convertible into or exchangeable for any shares of capital stock of any Significant Subsidiary of Hughes; and no Significant Subsidiary of Hughes has any obligation of any kind to issue any additional securities or to pay for securities of Hughes or any Significant Subsidiary of Hughes or any predecessor of any of the foregoing.

Section 4.3. Corporate Power and Authority. Hughes has (or will have prior to execution thereof) all requisite corporate power and authority to enter into the Hughes Transaction Agreements (as defined below) and to consummate the transactions contemplated thereby. The execution and delivery of each of the Hughes Transaction Agreements by Hughes and the consummation of the transactions contemplated thereby to be effected by Hughes have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on the part of Hughes. Each of the Hughes Transaction Agreements has been (or will be) duly executed and delivered by Hughes and assuming the due authorization, execution and delivery by the other parties thereto, constitutes (or will constitute when executed) the legal, valid and binding obligation of Hughes, enforceable against Hughes in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity. For the purposes of this Agreement, "Hughes Transaction Agreements" means this Agreement, the Implementation Agreement, the PanAmSat Stock Purchase Agreement, the Merger Financing Agreement, the Supplemental Agreement, the Pledge Agreement, the Stockholders Agreement, the GM Registration Rights Agreement (as defined in the Implementation Agreement), the GM/Hughes Separation Agreement, the GM/Hughes Tax Agreements, the GM/Hughes Intellectual Property Agreement, the Employee Matters Agreement, the GM/Hughes Special Employee Items Agreement, the Registration Rights Letter Agreement (as defined in the Implementation Agreement), the Pension Plans Registration Rights Agreement (as defined in the Implementation Agreement), the GM Registration Rights Agreement (as defined in the Implementation Agreement), the EchoStar Controlling Stockholder Registration Rights Agreement (as defined in the Implementation Agreement) and all other agreements contemplated thereby to which Hughes is (or will be) a party.

Section 4.4. Capitalization of Hughes.

(a) As of the date of this Agreement, Hughes' authorized capital stock consists of 1,000,000 shares of common stock, par value \$0.01 per share, and 10,000,000 shares of Series A Preferred Stock, of which 2,669,633 shares have been designated Series A Preferred Stock, par value \$0.10 per share ("Series A Preferred Stock"). As of the date hereof (i) 200 shares of common stock (excluding shares held by Hughes as treasury shares) were issued and

outstanding, (ii) 81,649,203 shares of common stock were held by Hughes as treasury shares and (iii) 2,669,633 shares of Series A Preferred Stock were issued and outstanding.

(b) Each outstanding share of Hughes capital stock is duly authorized and validly issued, fully paid and nonassessable, and has not been issued in violation of any preemptive or similar rights. As of the date of this Agreement, each outstanding share of Hughes capital stock is owned by GM free and clear of all Encumbrances. Hughes has no authorized or outstanding bonds, debentures, notes or other obligations or securities, the holders of which have the right to vote with the stockholders of Hughes on any matter.

(c) Other than as contemplated by the GM Transaction Agreements or the Hughes Transaction Agreements, or as set forth in Section 4.4(c) of the Hughes Disclosure Schedule, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale or transfer of any securities of Hughes, nor are there outstanding any securities which are convertible into or exchangeable for any shares of capital stock of Hughes; and Hughes has no obligation of any kind to issue any additional securities or to pay for securities of Hughes or any predecessor or affiliate. The issuance and sale of all of the shares of capital stock described in this Section 4.4 have been in compliance with federal and state securities laws. Section 4.4(c) of the Hughes Disclosure Schedule accurately sets forth, as of September 30, 2001, the number of shares of GM Class H Common Stock issuable upon exercise of options to purchase shares of GM Class H Common Stock, and the exercise prices with respect thereto, along with a list of the options to purchase shares of GM Class H Common Stock held by each corporate officer of Hughes and any of its Subsidiaries. Except as set forth in Section 4.4(c) of the Hughes Disclosure Schedule or as contemplated by the GM/Hughes Separation Agreement, Hughes has not agreed to register any securities under the Securities Act, or under any state securities law or granted registration rights with respect to any securities of Hughes to any Person.

Section 4.5. Conflicts, Consents and Approvals. Except as set forth in Section 4.5 of the Hughes Disclosure Schedule, the execution and delivery of the Hughes Transaction Agreements by Hughes and the GM Transaction Agreements (as defined in the Implementation Agreement) by GM and the consummation of the transactions contemplated thereby will not:

(a) violate any provision of the certificate of incorporation or by-laws (or equivalent organizational documents) of Hughes or any of its Significant Subsidiaries;

(b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or both, would constitute a default) under, require the consent of any party under, or entitle any party (with the giving of notice, the passage of time or both) to terminate, accelerate, modify or call a default under, or result in the creation of any Encumbrance upon any of the properties or assets of Hughes or any of its Significant Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, intellectual property or other license, contract, undertaking, agreement, lease or other instrument or obligation to which Hughes or any of its Significant Subsidiaries is a party;

(c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Hughes or any of its Subsidiaries; or

(d) except as contemplated by the Hughes Transaction Agreements, require any consent or approval of, or registration or filing by Hughes or any of its affiliates with, any third party or Governmental Authority, other than (i) authorization for listing or quotation of the shares of Hughes Class A Common Stock to be issued in the Merger and Hughes Class C Common Stock to be outstanding immediately prior to the Merger Effective Time on the NYSE or Nasdaq, subject to official notice of issuance, (ii) actions required by the HSR Act and any similar laws of foreign jurisdictions and (iii) registrations or other actions required under federal, state and foreign securities laws as are contemplated by this Agreement;

except in the case of (b), (c) and (d) for any of the foregoing that, in the aggregate, could not reasonably be expected to have a Hughes Material Adverse Effect or have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by the Hughes Transaction Agreements.

Section 4.6. Hughes SEC Documents.

(a) Hughes has timely filed with the SEC all required reports, filings, registration statements and other documents to be filed by them with the SEC since January 1, 2000.

(b) As of its filing date, or as amended or supplemented prior to the date hereof, each Hughes SEC Document complied (and each Hughes SEC Document filed after the date of this Agreement will comply) as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act.

(c) No Hughes SEC Document, as of its filing date, contained any untrue statement of a material fact or omitted to state any material fact (and no Hughes SEC Document filed after the date of this Agreement will contain any untrue statement of a material fact or omit to state any material fact) necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Section 4.7. Financial Statements; Liabilities.

(a) The audited financial statements and unaudited interim financial statements of Hughes included in the Hughes 10-K and the Hughes 10-Q (including any related notes or schedules) fairly present in all material respects (and the audited financial statements and unaudited interim financial statements of Hughes included in Hughes SEC Documents filed after the date of this Agreement will fairly present in all material respects), in accordance with GAAP (except as may be indicated in the notes thereto), the consolidated financial position of Hughes and its consolidated Subsidiaries as of the dates thereof and its consolidated results of operations and changes in financial position for the respective periods then ended (subject to normal year-end adjustments and lack of footnote disclosure in the case of any unaudited interim financial statements).

(b) Hughes and its Subsidiaries have no liabilities or obligations of any kind whatsoever, whether known or unknown, asserted or unasserted, accrued, contingent, absolute, determined, determinable or otherwise, in each case, other than:

(i) liabilities or obligations disclosed or provided for in the balance sheet of Hughes included in the Hughes 10-K or 10-Q or disclosed in the notes thereto;

(ii) liabilities incurred since September 30, 2001 in the ordinary course of business;

(iii) liabilities or obligations under the Hughes Transaction Agreements or incurred in connection with the transactions contemplated thereby;

(iv) obligations of Hughes or its Subsidiaries under the agreements, contracts, leases, licenses to which it is a party that would be required by GAAP to be reflected on or reserved against on the balance sheet of Hughes included in the Hughes 10-Q and which are so reflected or reserved against thereon;

(v) as set forth in Section 4.7 of the Hughes Disclosure Schedule; and

(vi) other liabilities or obligations which, in the aggregate, could not reasonably be expected to have a Hughes Material Adverse Effect, or have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by the Hughes Transaction Agreements.

Section 4.8. Absence of Certain Changes. Except as set forth in Section 4.8 of the Hughes Disclosure Schedule and except as contemplated by the Hughes Transaction Agreements, since September 30, 2001, there has been no (i) Hughes Material Adverse Effect or (ii) development that has had or could reasonably be expected to have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by the Hughes Transaction Agreements.

Section 4.9. Compliance with Law. Except as set forth in Section 4.9 of the Hughes Disclosure Schedule, Hughes and its Significant Subsidiaries are in compliance with, and at all times since January 1, 1998 have been in compliance with, all Applicable Law relating to them or their businesses or properties, except where the failure to be in compliance therewith could not, in the aggregate, reasonably be expected to have a Hughes Material Adverse Effect or have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by the Hughes Transaction Agreements.

Section 4.10. Litigation. Except as set forth in Section 4.10 of the Hughes Disclosure Schedule, there is no Action pending or, to the knowledge of Hughes, threatened against Hughes or any of its Subsidiaries or its or their properties which could reasonably be expected to (a) have a Hughes Material Adverse Effect or (b) have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by the Hughes Transaction Agreements; provided, that with respect to Section 4.10(b), the foregoing representation is made as of the date of this Agreement.

Section 4.11. Taxes. Each of Hughes and its Subsidiaries have duly filed (or there have been filed on their behalf) all federal and material state, local and foreign income, franchise, excise, real and personal property and other tax returns and reports (including, but not limited to, those filed on a consolidated, combined or unitary basis) required to have been filed by it prior to the date hereof (taking into account extensions). All of the foregoing returns and reports, to the extent they relate to the income, assets or business of Hughes and its Subsidiaries, are true and correct in all material respects, and Hughes and its Subsidiaries have paid (or

payment has been made on its behalf), or adequately reserved for, all taxes required to be paid in respect of all periods covered by such returns and reports.

Section 4.12. Environmental and Safety Matters. Except as set forth in Section 4.12 of the Hughes Disclosure Schedule, and except for any facts, conditions or circumstances that, in the aggregate, could not reasonably be expected to have a Hughes Material Adverse Effect: (i) Hughes and its Subsidiaries are and have been in compliance with all applicable Environmental and Safety Requirements; (ii) no property currently or, to the knowledge of Hughes, formerly owned or operated by Hughes or any Subsidiary has been contaminated with any substance that could reasonably be expected to require investigation or remediation pursuant to any Environmental and Safety Requirements; (iii) neither Hughes nor any of its Subsidiaries is subject to any liability for any waste disposal or contamination on any third party property; (iv) neither Hughes nor any of its Subsidiaries has received any notice, demand, letter, claim or request for information indicating that it may be in violation of or subject to liability with respect to any Environmental and Safety Requirements; (v) neither Hughes nor any Subsidiary is subject to any outstanding order, decree, injunction or other arrangement with any Governmental Authority or any indemnity or other agreement with any other party relating to any Environmental and Safety Requirements and for which Hughes or the Subsidiary retains any liability or obligation; (vi) to the knowledge of Hughes there are no other circumstances or conditions involving Hughes or any Subsidiary that could reasonably be expected to result in any claims, liability, investigations or costs by or for Hughes or any Subsidiary of Hughes in connection with any Environmental and Safety Requirements; and (vii) Hughes has made available to EchoStar copies of all material environmental reports, studies, assessments and sampling data relating to Hughes and its Subsidiaries or that relates to the current Hughes business or for which indemnification does not exist and which are in the possession, custody or control of Hughes.

Section 4.13. Employee Benefit Plans. All benefit and compensation plans, contracts, policies or arrangements covering current or former United States employees of Hughes and its Subsidiaries and current or former directors of Hughes, including "employee benefit plans" within the meaning of Section 3(3) of ERISA, and deferred compensation, stock option, stock purchase, stock appreciation rights, stock based, incentive and bonus plans (the "Hughes Plans"), are listed in Section 4.13 of the Hughes Disclosure Schedule. Except as set forth in Section 4.13 of the Hughes Disclosure Schedule, no Hughes Plans cover, or provide benefits to, employees of GM or its Subsidiaries (other than Hughes). Except as set forth in Section 4.13 of the Hughes Disclosure Schedule, all Hughes Plans are in compliance with, and have been administered and operated in accordance with, the terms of such Hughes Plans and Applicable Law, except for any failure to so comply, operate or administer the Hughes Plans that could not reasonably be expected to have a Hughes Material Adverse Effect. With respect to each Hughes Plan, a complete and correct copy of the most recent plan document or agreement, all related trust and funding documents, and all amendments thereto; the most recent summary plan description, and all related summaries of material modifications; and all actuarial and financial reports for the last three plan years, where applicable, have been provided or made available to EchoStar. The Internal Revenue Service has issued a determination letter to the effect that each such Hughes Plan which is intended to be "qualified" within the meaning of Section 401(a) or 501(c)(9) of the Code is so qualified. Neither Hughes nor any of its Subsidiaries has engaged in a transaction with respect to any Hughes Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject Hughes or any Subsidiary to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of

ERISA, except for any tax or penalty which could not reasonably be expected to have a Hughes Material Adverse Effect. No liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by Hughes or any of its Subsidiaries with respect to any ongoing, frozen or terminated "single-employer plan", within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or the single-employer plan of any entity which is considered one employer with Hughes under Section 4001 of ERISA or Section 414 of the Code (a "Hughes ERISA Affiliate"), except for any liability that could not reasonably be expected to have a Hughes Material Adverse Effect. Hughes and the Subsidiaries have not incurred and do not expect to incur any withdrawal liability with respect to a multiemployer plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of a Hughes ERISA Affiliate), except for any liability that could not reasonably be expected to have a Hughes Material Adverse Effect. No event which constitutes a "reportable event" as defined in Section 4043 of ERISA has occurred with respect to any Hughes Plan subject to Title IV of ERISA which presents a material risk of the termination of any such Hughes Plan and could reasonably be expected to result in a Hughes Material Adverse Effect. Except as set forth in Section 4.13 of the Hughes Disclosure Schedule, no audit, claim, action or litigation has been made, commenced or, to the knowledge of Hughes, threatened with respect to any Hughes Plan that, if adversely determined, could reasonably be expected to have a Hughes Material Adverse Effect. Neither Hughes nor any of its Subsidiaries has any obligations for continuing coverage for retiree health and life benefits (other than as required under Part 6 of Title I of ERISA or other similar obligations under Applicable Law) under any Hughes Plan, except as listed in Section 4.13 of the Hughes Disclosure Schedule. Hughes or the Subsidiaries may amend or terminate any such retiree plan at any time without incurring any liability thereunder except for any liability which could not reasonably be expected to have a Hughes Material Adverse Effect. Except as set forth in Section 4.13 of the Hughes Disclosure Schedule, there has been no amendment to, announcement by Hughes or any of its Subsidiaries relating to, or change in employee participation or coverage under, any Hughes Plan which would increase materially the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year. Except as set forth in Section 4.13 of the Hughes Disclosure Schedule, neither the execution of this Agreement, stockholder approval of this Agreement nor the consummation of the transactions contemplated hereby will (w) entitle any employees of Hughes or any of the Subsidiaries to severance pay or any increase in severance pay upon any termination of employment after the date hereof, (x) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to the terms of, any of the Hughes Plans, (y) limit or restrict the right of Hughes to merge, amend or terminate any of the Hughes Plans, or (z) cause Hughes or any of its Subsidiaries to record additional compensation expense on its income statement with respect to any outstanding stock option or other equity-based award. Hughes does not have any labor unions and is not a party to any collective bargaining agreements, in each case within the United States.

Section 4.14. Intellectual Property.

(a) Hughes and its Subsidiaries own or have a valid right to use and shall own or have a valid right to use as of the Closing Date, all Hughes Intellectual Property, except where the failure to own or have a valid right to use could not reasonably be expected to have a Hughes Material Adverse Effect. For the purposes of this Agreement, "Hughes Intellectual Property" means all Intellectual Property (i) owned by Hughes or any of its Subsidiaries or (ii) used or held for use by Hughes or any of its Subsidiaries in their business pursuant to a valid

license agreement. Except as set forth in Section 4.14(a) of the Hughes Disclosure Schedule, each material item of Hughes Intellectual Property is owned or licensed by the respective businesses of Hughes and its Subsidiaries to no less advantageous extent in all material respects as during the twelve (12) months prior to the date hereof. Hughes and its Subsidiaries have taken commercially reasonable action to maintain and protect their rights in and to each material item of Hughes Intellectual Property.

(b) Except as set forth in Section 4.14(b) of the Hughes Disclosure Schedule, neither Hughes nor any of its Subsidiaries has received any written claim or notice of infringement or misappropriation of, or conflict with, the Intellectual Property rights of others, other than such as could not reasonably be expected to have a Hughes Material Adverse Effect. Except as set forth in Section 4.14(b) of the Hughes Disclosure Schedule, none of GM, Hughes or any of Hughes' Subsidiaries has provided any third party any written claim or notice that such third party has infringed upon, misappropriated, or otherwise come into conflict with, any Hughes Intellectual Property. Except as set forth in Section 4.14(b) of the Hughes Disclosure Schedule, Hughes and its Subsidiaries possess all right, title, and interest in and to, or have a legal, valid, binding and enforceable right to use, each material item of Intellectual Property used by Hughes or any of its Subsidiaries, free and clear of all Encumbrances.

(c) The Hughes Intellectual Property is sufficient to conduct, in all material respects, the respective businesses of Hughes and its Subsidiaries after the Merger Effective Time as such businesses were conducted immediately prior to the Merger Effective Time.

Section 4.15. Contracts. Except as set forth in Section 4.15 of the Hughes Disclosure Schedule, each material lease, license, contract, agreement or obligation to which Hughes or any of its Subsidiaries is a party or by which any of them or any of their properties may be bound is valid, binding and enforceable and in full force and effect, except where such failures to be valid, binding and enforceable and in full force and effect could not, in the aggregate, reasonably be expected to have a Hughes Material Adverse Effect or have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by the Hughes Transaction Agreements, and neither Hughes nor any of its Subsidiaries is in breach of or default thereunder, and, to Hughes' knowledge, no other party thereto is in breach of or default thereunder, except for those breaches and defaults that could not reasonably be expected to have a Hughes Material Adverse Effect or have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by the Hughes Transaction Agreements.

Section 4.16. Brokerage and Finder's and Other Fees; Opinions of Financial Advisors.

(a) Except for obligations to Goldman, Sachs & Co. and Credit Suisse First Boston Corporation, neither Hughes nor any of its affiliates, stockholders, directors, officers or employees (in each case, other than GM) has incurred or will incur on behalf of Hughes or any affiliate of Hughes, any brokerage, finder's or similar fee in connection with the transactions contemplated by the Hughes Transaction Agreements. A copy of all agreements relating to any such fee payable by Hughes or any Subsidiary of Hughes to Goldman, Sachs & Co. and Credit Suisse First Boston Corporation have been (or upon request will be) delivered to EchoStar.

(b) Each of Goldman, Sachs & Co. and Credit Suisse First Boston Corporation has provided its written opinion, dated as of the date of this Agreement and addressed to the Board of Directors of GM and to the Board of Directors of Hughes, to the effect

that, as of such date and based on current market conditions, the Exchange Ratios in the Merger are fair, from a financial point of view, to the holders of Hughes Common Stock immediately prior to the Merger, including GM and the holders of GM \$1-2/3 Common Stock and GM Class H Common Stock, as applicable. GM and Hughes have heretofore provided a copy of such opinions to EchoStar, for information purposes only, and EchoStar acknowledges that it has no right to rely on such opinions.

Section 4.17. Board and Stockholder Approval. The Board of Directors of Hughes, at a meeting duly called and held, has duly determined that the Hughes Transaction Agreements and the transactions contemplated thereby are advisable, fair to and in the best interests of Hughes and its stockholders and has authorized the Hughes Transaction Agreements to be executed, delivered and performed. Immediately following the execution of this Agreement and such determinations, GM, in its capacity as sole stockholder of Hughes, shall have, at a meeting of the sole stockholder, adopted and approved this Agreement (and the execution, delivery and performance thereof) and the other Hughes Transaction Agreements and the transactions contemplated hereby and thereby. Other than the approvals of Hughes and GM as described in the immediately preceding sentence and the approval of the Hughes Transaction Agreements by GM, no other vote or consent of the holders of any class or series of Hughes capital stock is necessary to approve and adopt this Agreement and the transactions contemplated by the Hughes Transaction Agreements (it being expressly understood, however, that the Requisite Stockholder Approval is necessary to approve the GM Transactions).

Section 4.18. Takeover Laws. Prior to the date hereof, the Board of Directors of Hughes has taken all action necessary to exempt (a) the execution of the Hughes Transaction Agreements, (b) the Merger and (c) the transactions contemplated thereby under, or make the foregoing actions not subject to (i) any takeover law or law that purports to limit or restrict business combinations or the ability to acquire or vote shares and (ii) any stockholder rights plan or any similar anti-takeover plan or device.

Section 4.19. Restrictive Agreements. Except as set forth in Section 4.19 of the Hughes Disclosure Schedules, none of Hughes, its Subsidiaries or any employee, officer, director or consultant of Hughes or its Subsidiaries is party to or bound by any agreement, contract, policy, license, Permit, document, instrument, arrangement or commitment that materially limits, or would materially limit after the Merger Effective Time, the ability of either Hughes or any of its Subsidiaries or, to Hughes' knowledge, EchoStar or any of EchoStar's Subsidiaries, to compete in any line of business or with any Person or in any geographic area.

Section 4.20. Permits. For the purposes of this Agreement, the "Hughes Permits" shall mean all Permits issued or authorized by any Governmental Authority (as amended or modified) to, or held by, Hughes or any of its Subsidiaries (together, "Hughes Permit Entities"), including (a) all Permits issued by the FCC to any Hughes Permit Entity ("Hughes FCC Licenses") and (b) all Permits issued to any Hughes Permit Entity by a Governmental Authority (other than the FCC) authorizing such entity to provide broadcasting or other communications services (including the provision of direct-to-home video programming). Set forth on Section 4.20 of the Hughes Disclosure Schedule is a true and complete list of (i) all Hughes Permits, (ii) all pending applications for Permits that would be Hughes Permits, if issued or granted, and (iii) all pending applications by any Hughes Permit Entity for modification, extension or renewal of Hughes Permits, except that Section 4.20 of the Hughes Disclosure Schedule need not list such Hughes Permits, applications therefor or applications in respect thereof that are immaterial to the assets or business of Hughes and its Subsidiaries taken as a

whole. The Hughes Permits are all of the Permits required to be issued to or held by the Hughes Permit Entities in order to allow such entities to conduct their respective businesses as currently conducted and the Hughes Permits are in full force and effect, except where the failure to possess any such Permit or the failure of any such Permit to be in full force and effect could not reasonably be expected to have a Hughes Material Adverse Effect. Without limiting the general provisions of Section 4.9, except as set forth on Section 4.20 of the Hughes Disclosure Schedule, each of the Hughes Permit Entities is in compliance with (i) its obligations under each of the Hughes Permits owned, held or possessed by it, and (ii) the rules and regulations of the Governmental Authority issuing such Hughes Permit, except, in each case, where the failure to so comply could not reasonably be expected to have a Hughes Material Adverse Effect. Except as set forth on Section 4.20 of the Hughes Disclosure Schedule and except for proceedings affecting the satellite industry in general, to Hughes' knowledge, there is not pending or threatened before the FCC or any other Governmental Authority any proceeding, notice of violation, order of forfeiture or complaint, or investigation against any Hughes Permit Entity relating to any of the Hughes Permits that could reasonably be expected to have a Hughes Material Adverse Effect. Without limiting the general provisions of Section 4.5, Section 4.5(d) of the Hughes Disclosure Schedule lists all of the consents or approvals of, or registrations or filings by any Hughes Permit Entity with, any Governmental Authority necessary for Hughes to transfer the Hughes Permits by consummating the transactions contemplated hereby.

Section 4.21. Indian Entities. The consummation by Hughes of the transactions contemplated by the Hughes Transaction Agreements does not require action to be taken by Hughes Software Systems Limited ("HSSL") or Hughes Tele.com (India) Limited ("HTIL") or any of their respective Affiliates pursuant to the Securities and Exchange Board of India (Substantial Acquisition of Shares & Takeovers) Regulations 1997).

ARTICLE 5

COVENANTS OF THE PARTIES

The parties hereto agree as follows with respect to the period from and after the execution of this Agreement.

Section 5.1. Mutual Covenants.

(a) General. Subject to Section 5.1(b)(v) below, each of the parties hereto shall use commercially reasonable efforts (except where a different efforts standard is specifically contemplated by the Hughes Transaction Agreements or the EchoStar Transaction Agreements, in which case such different standard shall apply) to take all action and to do all things necessary, proper or advisable to consummate the Merger and the transactions contemplated by this Agreement (including using commercially reasonable efforts to cause the conditions set forth in Article 6 for which such party is responsible to be satisfied as soon as practicable and to prepare, execute and deliver such further instruments and take or cause to be taken such other and further action as any other party hereto shall reasonably request).

(b) Regulatory Matters.

(i) As soon as practicable, and in any event within twenty (20) business days after the date hereof, each of the parties hereto shall file any Notification and Report Forms and related material required to be filed by it with the Federal Trade

Commission and the Antitrust Division of the United States Department of Justice under the HSR Act and any similar required notifications under the laws of any foreign jurisdiction with respect to the Merger and the transactions contemplated by this Agreement and shall promptly make any further filings pursuant thereto that may be necessary, proper or advisable.

(ii) As soon as practicable after the date hereof, each of the parties hereto shall make, and shall cause their Subsidiaries to make, all necessary filings with or applications to any Governmental Authority that has issued either a EchoStar Permit or a Hughes Permit, as the case may be, with respect to the transactions contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements and the EchoStar Transaction Agreements, including any necessary applications to the FCC for consent to the transfer of the EchoStar FCC Licenses and/or the Hughes FCC Licenses pursuant to the transactions contemplated hereby (the "FCC Consent Application").

(iii) The parties shall, subject to Section 5.1(b)(v) below: (A) use their best efforts to obtain prompt termination of any waiting period under the HSR Act (including any extension of the initial thirty (30) day waiting period with respect to the Merger), and neither party shall, without the prior consent of the other, agree with any Governmental Authority not to consummate the Merger for a period of time beyond the expiration of the waiting period applicable to the consummation of the Merger under the HSR Act or to extend the Closing Date to a date within the ninety (90)-day period prior to the Outside Date (as defined below); (B) furnish to the other party such information and assistance as such party reasonably may request in connection with the preparation of any submissions to, or agency proceedings by, any Governmental Authority under any Antitrust Law; (C) keep the other party promptly apprised of any communications with, and inquiries or requests for information from, such Governmental Authorities; (D) permit the other party to review any material communication given by it to, and consult with the other party in advance of any meeting or conference with, any Governmental Authority or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by such applicable Governmental Authority or other Person, give the other party the opportunity to attend and participate in such meetings and conferences; and (E) use their best efforts to cause the condition set forth in Section 6.1(b) of this Agreement to be satisfied; provided that no action shall be taken which would be reasonably likely to (1) prevent delivery of the Tax Opinions (as defined below) or the Ruling (as defined in the GM/Hughes Separation Agreement), or (2) cause the representations and assumptions underlying the Tax Opinions or the Ruling not to be true and correct in all material respects. For purposes of this Agreement, "Antitrust Law" means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other federal, state and foreign statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

(iv) Subject to Section 5.1(b)(v) below, each party shall, and shall cause its Subsidiaries to, (i) use their best efforts to diligently prosecute all applications with the FCC, including the FCC Consent Application, and all similar foreign Governmental Authorities for consent to the transactions contemplated herein, (ii) use

their best efforts to resist or resolve any administrative proceeding or suit, including appeals, that is instituted to challenge the grant of any such applications, (iii) furnish to the other party such information and assistance as such party reasonably may request in connection with the preparation or prosecution of any such applications, (iv) keep the other party promptly apprised of any communications with, and inquiries or requests for information from, such Governmental Authorities with respect to the transactions contemplated hereby and (v) use their best efforts to cause the condition set forth in Section 6.1(c) of this Agreement to be satisfied.

(v) Notwithstanding the covenants of the parties in Section 5.1(a), and Sections 5.1(b)(i), (ii), (iii) and (iv), nothing in this Agreement shall require, or be deemed to require, (i) the parties to agree to or effect any divestiture, hold separate any business or assets or take any other similar action if doing so would result in the expected synergies of the Merger being reduced to an amount that is no longer meaningful or (ii) the parties to agree to or effect any divestiture, hold separate any business or assets or take any other similar action that is not conditional on the consummation of the Merger. No party shall take or agree to take any action identified in clause (i) or (ii) of the immediately preceding sentence without the prior consent of the other party.

(vi) In furtherance and not in limitation of the covenants of the parties contained in Sections 5.1(b)(i), (ii), (iii) and (iv), each party shall use its best efforts to resolve such objections if any, as may be asserted with respect to the transactions contemplated hereby under any rules and regulations of the FCC ("FCC Regulation") or any Antitrust Law. In connection with the foregoing, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement as violative of any Antitrust Law or any FCC Regulation, the parties shall, subject to Section 5.1(b)(v), use their best efforts to avoid the institution of any such action or proceeding and to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement.

(vii) If any objections are asserted with respect to the transactions contemplated hereby under any Antitrust Law or any FCC Regulation or if any suit is instituted by any Governmental Authority or any private party challenging any of the transactions contemplated hereby as violative of any Antitrust Law or FCC Regulations, the parties shall, subject to Section 5.1(b)(v) above, use their best efforts to resolve any such objections or challenge as such Governmental Authority or private party may have to such transactions under such law so as to permit consummation of the transactions contemplated by this Agreement. In furtherance and not in limitation of the foregoing, the parties (and, to the extent required by any Governmental Authority, their Subsidiaries and affiliates over which they exercise control) shall be required, subject to Section 5.1(b)(v) above, to enter into a settlement, undertaking, consent decree, stipulation or other agreement (each, a "Settlement") with a Governmental Authority regarding antitrust or FCC matters in connection with the transactions contemplated by this Agreement, including any Settlement that requires any party to hold separate (including by

establishing a trust or otherwise) or to sell or otherwise dispose of any of its assets or its Subsidiaries' assets.

(viii) Notwithstanding anything to the contrary herein, nothing in this Section 5.1(b) shall limit (a) either party's right to terminate this Agreement pursuant to Sections 7.1(b)(i) or 7.1(b)(ii), or (b) Hughes' right to terminate this Agreement pursuant to 7.1(c)(iv).

(c) Tax-Free Treatment. The parties intend the Merger to constitute a reorganization described in Section 368(a) of the Code. All of the parties and their respective affiliates shall use commercially reasonable efforts (x) to cause the Merger to qualify as a reorganization described in Section 368(a) of the Code as aforesaid, and (y) to obtain, as of the Merger Effective Time and, if required, as of the filing of the GM Proxy/Consent Solicitation Statement, the opinions (the "Tax Opinions") of Sullivan & Cromwell, special counsel to EchoStar, and Weil, Gotshal & Manges LLP, counsel to Hughes substantially, in the form attached as Exhibits B and C, respectively, in each case to the effect that the Merger will constitute a reorganization within the meaning of Section 368(a) of the Code, it being understood that in rendering such Tax Opinion, such tax counsel shall be entitled to rely upon, among other things, representations of officers of EchoStar and Hughes and of the EchoStar Controlling Stockholder contained in the tax certificates substantially in the form of Exhibits D, E and F attached hereto (collectively, the "Tax Certificates") and other assumptions as such tax counsel may reasonably require. No party hereto nor any of its affiliates shall take any action that, or fail to take any action the failure of which, would cause any of the representations in the Tax Certificates to be untrue. The parties shall take the position for all purposes that the Merger constitutes a reorganization within the meaning of Section 368(a) of the Code.

(d) NYSE Listing or Nasdaq Quotation. The parties hereto shall use commercially reasonable efforts to cause the shares of Hughes Class A Common Stock to be issued pursuant to the Merger and the shares of Hughes Class C Common Stock to be approved for listing on the NYSE or to be approved for quotation on Nasdaq, subject to official notice of issuance, prior to the Closing Date; provided that the exchange on which application is first made for listing shall be determined in EchoStar's sole discretion.

(e) Access. Except as required by any confidentiality agreement to which GM, Hughes or any of their Subsidiaries, on the one hand, or EchoStar or any of its Subsidiaries, on the other hand, is a party or pursuant to Applicable Law, from and after the date of this Agreement until the Merger Effective Time (or the termination of this Agreement), the parties hereto shall (i) permit representatives of the other parties to have reasonable access to the properties, books, records, contracts, tax records and documents of the parties and their respective Subsidiaries, to the extent related to the businesses of Hughes and its Subsidiaries and EchoStar and its Subsidiaries, as the case may be, at all reasonable times, and in a manner so as not to interfere with the normal operation of such party's and its Subsidiaries' premises and (ii) furnish promptly such information concerning such party's and its Subsidiaries' businesses as the other party or its representatives may reasonably request. Such access shall be limited to the extent that antitrust counsel to either party determines that such limitation is advisable under applicable Antitrust Law. Information obtained by each party pursuant to this Section 5.1(e) shall be subject to the provisions of the confidentiality agreement among GM, Hughes and EchoStar, dated October 20, 2001, as amended (the "Confidentiality Agreement"), which agreement remains in full force and effect.

(f) Expenses. Except as otherwise provided in the EchoStar Transaction Agreements or the Hughes Transaction Agreements, whether or not the Merger is consummated, each party hereto shall pay its own costs and expenses associated with the EchoStar Transaction Agreements and the Hughes Transaction Agreements and the transactions contemplated thereby.

(g) No Solicitation.

(i) Each of the parties agrees that, during the term of this Agreement, it shall not, nor shall it permit any of its Subsidiaries to, nor shall it authorize or knowingly permit any of its or its Subsidiaries' officers, directors, employees, investment bankers, attorneys, accountants, agents or other advisors or representatives (collectively, "Representatives"), directly or indirectly, to:

(A) solicit, initiate or knowingly facilitate or encourage the making by any Person (other than the other party hereto) of any proposal, offer or inquiry that constitutes, or could be expected to lead to, a proposal for any merger, consolidation or other business combination involving EchoStar, on the one hand, or Hughes, on the other hand, or any acquisition of any capital stock or any material portion of the assets (except for (1) acquisitions of assets in the ordinary course of business consistent with past practice and permitted by Section 5.3(a)(v) of this Agreement and (2) consummation of the transactions contemplated by the EchoStar Transaction Agreements, the GM Transaction Agreements and the Hughes Transaction Agreements) of EchoStar or any of its Subsidiaries, on the one hand, or Hughes or any of its Subsidiaries, on the other hand, or any GM Class H Common Stock or any combination of the foregoing (in each case, a "Competing Transaction");

(B) participate in any discussions or negotiations regarding, or furnish or disclose to any Person any information with respect to or in furtherance of, or take any other action knowingly to facilitate any inquiries with respect to any Competing Transaction;

(C) grant any waiver or release under any standstill or similar agreement with respect to EchoStar or any of its Subsidiaries, on the one hand, or Hughes or any of its Subsidiaries, on the other hand; or

(D) execute or enter into any agreement, understanding or arrangement (other than a confidentiality agreement) with respect to any Competing Transaction or approve or recommend or propose to approve or recommend, any Competing Transaction or any agreement, understanding or arrangement relating to any Competing Transaction (or resolve or authorize or propose to agree to any of the foregoing actions);

provided, however, that at any time prior to such time, if any, that the Requisite Stockholder Approval (as defined in the GM/Hughes Separation Agreement) shall have been received with respect to the GM Transactions, Hughes may take any action described in the foregoing clauses (B) or (C) (in the case of (C), only to the extent necessary to permit the discussions or negotiations contemplated by clause (B)) or (D) in respect of any Person, but only if and to the extent GM is so permitted under Section 5.1(j) of the Implementation Agreement.

(ii) Each party agrees that it will, and will cause its Representatives to, cease and cause to be terminated immediately all existing discussions or negotiations with any Persons conducted on or before the date hereof with respect to any Competing Transaction. EchoStar acknowledges that prior to the date of this Agreement, GM and Hughes have solicited or caused to be solicited by their respective financial advisors indications of interest and proposals for a Competing Transaction.

(h) Additional Agreements. Each of the parties hereto will comply in all material respects with Applicable Law in connection with its execution, delivery and performance of the Hughes Transaction Agreements and the EchoStar Transaction Agreements and the transactions contemplated thereby.

(i) Blue Sky. Each of the parties hereto will use commercially reasonable efforts to obtain prior to the Merger Effective Time all necessary United States or foreign blue sky or similar securities law permits and approvals required to permit the distribution of the shares of Hughes Class A Common Stock and Hughes Class B Common Stock to be issued in accordance with the provisions of this Agreement.

(j) Stock Options. Other than grants of stock options (i) to individuals who are hired or are promoted on or after the date hereof, (ii) after prior notice by EchoStar or Hughes to the chief executive officer of the other party describing special circumstances, to employees affected by such circumstances, and (iii) to acquire not more than 3,000,000 shares of PanAmSat's common stock, in each case which are made in the ordinary course of business consistent with past practice and which will not accelerate in vesting or exercisability as a result of or in connection with the transactions contemplated by this Agreement as a result of a termination of employment of such person), none of the parties hereto shall grant or cause to be granted any options to acquire any GM Class H Common Stock or any capital stock of EchoStar, Hughes, PanAmSat or their respective Subsidiaries to any Person from and after the date of this Agreement until the Merger Effective Time.

(k) The Merger Financing. As soon as reasonably practicable following the date of this Agreement, EchoStar and Hughes shall use commercially reasonable efforts to (i) finalize and enter into a Merger Financing Agreement which reflects, in all material respects, the terms and conditions in the Merger Commitment Letter, and (ii) at or immediately prior to the Spin-Off Effective Time (as defined in the Implementation Agreement), consummate the Merger Financing in accordance with the Merger Financing Agreement and/or, subject to the limitation set forth in Section 5.2(a)(i), with the proceeds from one or more private placements or public offerings of debt or equity securities of EchoStar. Subject to the remainder of this Section 5.1(k), EchoStar shall control the terms and negotiation of the Merger Financing Agreement. Notwithstanding anything to the contrary contained herein, the parties agree that all material terms of the Merger Financing Agreement shall be reasonably acceptable to Hughes (and Hughes agrees not to object to the commercial pricing terms of such Merger Financing Agreement or to any other terms that are consistent with the terms of the Merger Commitment Letter). EchoStar shall (x) keep Hughes apprised of all material developments in respect of the Merger Financing, and (y) promptly provide Hughes with copies of all drafts of documents or other material correspondence related to the Merger Financing and, with respect to such draft documents, provide Hughes and its advisors with a reasonable opportunity to comment on all drafts of such documents. Each of Hughes and EchoStar shall use commercially reasonable efforts to assist in obtaining the Merger Financing, including by (1) making available to the other party and the lenders in the Merger Financing and their representatives, personnel, documents and information

of such party and its Subsidiaries, as may be reasonably requested by the other party to facilitate the negotiation and consummation of the Merger Financing (including in connection with the due diligence investigation by such lenders and the preparation of business plans and the development of covenants) and (2) cooperating with the other party in the negotiation of the Merger Financing Agreement and, in connection with the closing of the Merger or the GM Transactions, as the case may be, entering into security, guarantee and similar agreements, effective prior to or upon the Spin-Off Effective Time as may be required by the Merger Financing Agreement or reasonably requested by the other party for purposes of consummating the Merger Financing in accordance with the Merger Financing Agreement; provided, that nothing in this Section 5.1(k) shall require Hughes to modify its business plans or otherwise alter in any material respect the manner in which it conducts its business.

(l) DirectTV Name. From and after the Merger Effective Time, the DirectTV name shall be the brand adopted by the Surviving Corporation and those of its Subsidiaries which are in the direct-to-home satellite television business.

(m) Non-Disparagement. From and after the date of this Agreement, each party hereto agrees that it and its Subsidiaries and affiliates shall not disparage or in any way portray the other party or the other party's Subsidiaries or affiliates or any of such Person's products, services or trade names, either directly or indirectly, in the form of oral statements, written statements, electronic communications or otherwise, in a negative light. In furtherance thereof, neither party nor any of such party's Subsidiaries or affiliates shall make, direct others to make, suggest to others to make or otherwise directly or indirectly cause or assist others to make disparaging, false or misleading statements (whether in the form of oral statements, written statements, electronic or other communications), or engage in misleading conduct regarding the other party or the other party's Subsidiaries or affiliates or any of such Person's products, services or trade names. Notwithstanding the foregoing, nothing in this Section 5.1(m) shall limit any party's ability to continue to compete with the other party.

(n) No Announcement Regarding Surviving Platform. From and after the date of this Agreement, without the prior written consent of the other party, each party hereto agrees that it and its Subsidiaries and affiliates shall not make, nor shall any of them direct others to make or suggest to others to make, directly or indirectly, any public statements regarding which party's direct-to-home platform will be utilized following consummation of the Merger. In any case, the parties agree that the surviving platform will be MPEG2/DirectTV compatible.

(o) Affiliates. Prior to the Merger Effective Time, each party shall deliver to the other party a list (the "Affiliate List") identifying all Persons who are, in the good faith judgment of such party, "affiliates" of such party for purposes of Rule 145 of the Securities Act. Each party shall use commercially reasonable efforts to deliver or cause to be delivered to the other party, prior to the Merger Effective Time, an agreement (in the form of Exhibit G attached hereto) executed by each Person listed on the Affiliate List and executed by each Person who becomes an "affiliate" of such party for purposes of Rule 145 of the Securities Act after delivery of the Affiliate List.

(p) Employment Agreement. EchoStar and the Chief Executive Officer of EchoStar shall enter into an Employment Agreement, to become effective at the Merger Effective Time, on terms to be agreed upon by such Chief Executive Officer and the Chief Executive Officer of Hughes, provided that the terms shall be ratified by the independent directors of the Board of Directors of the Surviving Corporation.

Section 5.2. Covenants of EchoStar.

(a) Conduct of EchoStar's Operations. During the period from the date of this Agreement to the Merger Effective Time, except as expressly contemplated by the EchoStar Transaction Agreements and the transactions expressly contemplated thereby, EchoStar shall, and shall cause its Subsidiaries to, conduct their respective businesses and operations in the ordinary course, consistent with past practices, and use commercially reasonable efforts to maintain and preserve their business organizations and their material rights and franchises and to retain the services of the officers and key employees and maintain relationships with customers, suppliers, lessees, licensees and other third parties to the end that their goodwill and ongoing business shall not be impaired in any material respect, including by continuing to compete with Hughes and its Subsidiaries. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Merger Effective Time, except as expressly contemplated by the EchoStar Transaction Agreements, EchoStar shall not and shall cause its Subsidiaries not to, except as otherwise set forth in Section 5.2(a) of the EchoStar Disclosure Schedule, without the prior written consent of Hughes:

(i) do or effect any of the following actions with respect to EchoStar's or any of its Subsidiaries securities: (A) adjust, split, combine, recapitalize or reclassify its capital stock, (B) make, declare or pay any dividend or distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock or any securities or obligations convertible into or exchangeable for any shares of its capital stock, (C) grant any Person any right or option to acquire any shares of its capital stock other than grants permitted pursuant to Section 5.1(j) hereof, (D) issue, deliver or sell or agree to issue, deliver or sell any additional shares of its capital stock or any securities, instruments or obligations convertible into or exchangeable or exercisable for any shares of its capital stock or such securities (except pursuant to the exercise of outstanding options and options issued after the date hereof in accordance with the terms of Section 5.1(j) of this Agreement) or (E) enter into any agreement, understanding or arrangement with respect to the sale or voting of its capital stock; provided, however, EchoStar and its Subsidiaries shall be permitted to issue debt securities, equity securities or convertible/exchangeable securities up to an aggregate amount of net proceeds to EchoStar of One Billion Five Hundred Million (\$1,500,000,000.00) or, if the Internal Revenue Service issues to GM an AOL Section 355(e) Ruling (as defined in the Implementation Agreement), Two Billion Five Hundred Million (\$2,500,000,000.00) (collectively, "Permitted Equity Issuances"); provided, further, however, that the entire net proceeds of any and all Permitted Equity Issuances shall be held directly by EchoStar (rather than any Subsidiaries of EchoStar) at the Merger Effective Time;

(ii) take any action to intentionally and improperly interfere with Hughes' or its Subsidiaries' existing contractual or economic relationships or with their suppliers, equipment manufacturers, dealers and retailers by encouraging or inducing such Persons not to perform their existing contracts with or otherwise conduct business with Hughes or its Subsidiaries;

(iii) sell, transfer, lease, pledge, mortgage, encumber or otherwise dispose of any amount of EchoStar's or any of its Subsidiaries property or assets that is material to EchoStar and its Subsidiaries, taken as a whole, other than in the ordinary course of business, consistent with past practice;

(iv) make or propose any changes in its certificate of incorporation or by-laws (or equivalent organizational documents);

(v) merge or consolidate with any other Person, or acquire assets or capital stock of any other Person which are material to EchoStar and its Subsidiaries taken as a whole, or enter into any confidentiality agreement with any Person with respect to any such transaction;

(vi) create any Subsidiaries which are material to EchoStar and its Subsidiaries taken as a whole and which are not, directly or indirectly, wholly-owned by EchoStar;

(vii) except for the adoption of a Plan providing for grants of options to acquire EchoStar Class B Common Stock and the entering into an employment agreement with the EchoStar Controlling Stockholder pursuant to Section 5.1(p) hereof, enter into or modify any EchoStar Plan or other employment, severance, change in control, termination or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, or otherwise increase the compensation or benefits of, any officer, director, consultant or employee of EchoStar or its Subsidiaries, other than entering into or extending any employment agreement, payment of severance or termination benefits or increases in salary, bonus, compensation or benefits granted in the ordinary course of business consistent with past practice, except as may be required by Applicable Law or a binding written contract in effect on the date of this Agreement;

(viii) except as may be required by Applicable Law or by accounting principles, change any method or principle of accounting in a material manner that is inconsistent with past practice;

(ix) take any action that would reasonably be expected to result in the representations and warranties set forth in Article 3 becoming false or inaccurate such that the condition set forth in Section 6.2(a) would fail to be satisfied;

(x) enter into or carry out any other transaction which is material to EchoStar and its Subsidiaries, taken as a whole, other than in the ordinary and usual course of business;

(xi) take any action which could reasonably be expected to adversely affect or delay the ability of any parties hereto to obtain any approval of any Governmental Authority required to consummate the transactions contemplated hereby;

(xii) except as specifically permitted in the Implementation Agreement, amend the EchoStar Transaction Agreements to which Hughes is not a party; or

(xiii) agree in writing or otherwise to take any of the foregoing actions.

(b) Notification of Certain Matters. EchoStar shall give prompt notice to Hughes of (i) the occurrence or non-occurrence of any event the occurrence or non-occurrence of

which would cause any representation or warranty of EchoStar contained in this Agreement to be untrue or inaccurate in any material respect at or prior to the Merger Effective Time, (ii) any material failure of EchoStar to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder and (iii) any EchoStar Material Adverse Effect; provided, however, that the delivery of any notice pursuant to this Section 5.2(b) shall not limit or otherwise affect the remedies available hereunder to Hughes.

(c) Preparation and Filing of the EchoStar Information Statement. EchoStar shall comply with Section 14(c) of the Exchange Act with respect to the EchoStar Information Statement (as defined in the Implementation Agreement) in accordance with the provisions of the Implementation Agreement.

(d) Permit Matters. During the period from the date of this Agreement to the Merger Effective Time, EchoStar shall and shall cause its Subsidiaries to (i) take all actions necessary to maintain and preserve the EchoStar Permits and (ii) refrain from taking any action that would give the FCC or any other Governmental Authority with jurisdiction reasonable grounds to institute proceedings for the suspension, revocation or adverse modification of any EchoStar Permits, except where the failure to take such action, or the taking of such action, as the case may be, could not reasonably be expected to have a EchoStar Material Adverse Effect.

(e) EchoStar Notes. EchoStar shall, on or prior to the date that is 210 days after the date hereof either (i) use commercially reasonable efforts to cause the indentures (the "EchoStar Indentures") relating to the debt instruments of EchoStar and its Subsidiaries listed on Section 5.2(e) of the EchoStar Disclosure Schedule (the "EchoStar Notes") to be amended to provide that the consummation of the Merger and the other transactions contemplated by the EchoStar Transaction Agreements will not constitute a "Change in Control" under such EchoStar Indentures, or (ii) obtain additional committed financing, on terms and conditions reasonably acceptable to Hughes, sufficient in amount to refinance all of the indebtedness outstanding under those EchoStar Indentures to which an amendment to the "Change in Control" provision was not obtained. Notwithstanding the foregoing, in lieu of soliciting such consent or obtaining such additional financing, EchoStar may, not later than 210 days after the date hereof, present to Hughes a plan (a "Plan"), taking into account the prevailing market for the EchoStar Notes, designed so that at and after the Merger Effective Time, the Surviving Corporation and its Subsidiaries would not be in breach of their obligations under the EchoStar Indentures and would be able to comply with their obligations under the terms of each EchoStar Indenture. Hughes agrees to consider the Plan in good faith and notify EchoStar within 15 Business Days of receiving the Plan as to whether EchoStar may implement the Plan. If Hughes agrees that EchoStar may implement the Plan, EchoStar shall as soon as practicable thereafter implement the Plan. If Hughes does not agree that EchoStar may implement the Plan, EchoStar shall promptly, and in any event within 20 Business Days thereafter, take one of the actions described in the first sentence of this Section 5.2(e). If EchoStar determines to solicit consents as described in subsection clause (i) of this Section 5.2(e), such consents shall be solicited on reasonable and customary terms, including the offering by EchoStar of a reasonable and customary consent fee or interest payment modification in order to induce the requisite number of holders of EchoStar Notes to consent to such amendments so as to not require EchoStar to effect a "Change in Control" offer to the holders of such EchoStar Notes.

Section 5.3. Covenants of Hughes.

(a) Conduct of Hughes' Operations. During the period from the date of this Agreement to the Merger Effective Time, except (i) with respect to the consummation of the GM Transactions (including the distribution, if any, by Hughes of a \$4,200,000,000 note to GM or an affiliate thereof), (ii) as expressly contemplated by the Hughes Transaction Agreements and the transactions expressly contemplated thereby, (iii) for any redemption of any shares of Series A Preferred Stock in connection with the conversion, redemption or cancellation of the GM Series H Preference Stock in accordance with the terms of the Certificate of Designations relating to the GM Series H Preference Stock, (iv) for any roll up transactions with respect to Hughes' DBS business in Latin America substantially in accordance with Section 5.3(a) of the Hughes Disclosure Schedule, and (v) for the sale or refinancing of the PanAmSat Note (as defined in the GM/Hughes Separation Agreement), Hughes shall and shall cause its Subsidiaries (other than PanAmSat and HSSL and their Subsidiaries) to, and shall use commercially reasonable efforts to cause PanAmSat and HSSL to, conduct their businesses and operations in the ordinary course, consistent with past practice, and shall use their commercially reasonable efforts to maintain and preserve their business organization and its material rights and franchises and to retain the services of its officers and key employees and maintain relationships with customers, suppliers, lessees, licensees and other third parties to the end that their goodwill and ongoing business shall not be impaired in any material respect, including by continuing to compete with EchoStar. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Merger Effective Time, except (i) with respect to the consummation of the GM Transactions, (ii) as expressly contemplated by the Hughes Transaction Agreements and the transactions contemplated thereby, (iii) the sale or refinancing of the PanAmSat Note, (iv) for any roll up transactions with respect to Hughes' DBS business in Latin America substantially in accordance with Section 5.3(a) of the Hughes Disclosure Schedule, or (v) as otherwise set forth in Section 5.3(a) of the Hughes Disclosure Schedule, Hughes shall not and shall cause its Subsidiaries (other than PanAmSat and HSSL and their Subsidiaries) not to, and shall use commercially reasonable efforts to cause PanAmSat and HSSL and their Subsidiaries not to, without the prior written consent of EchoStar:

(i) do or effect any of the following actions with respect to Hughes' or any of its Subsidiaries' securities: (A) adjust, split, combine, recapitalize or reclassify its capital stock, (B) make, declare or pay any dividend or distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock or any securities or obligations convertible into or exchangeable for any shares of its capital stock, (C) grant any Person any right or option to acquire any shares of its capital stock other than grants in accordance with the provisions of Section 5.1(j) hereof, (D) except with respect to the issuance of Hughes Preference Stock in connection with the Greater Spinco Preference Share Exchange (as defined in the Implementation Agreement), issue, deliver or sell or agree to issue, deliver or sell any additional shares of its capital stock or any securities, instruments or obligations convertible into or exchangeable or exercisable for any shares of its capital stock or such securities (except pursuant to the exercise of outstanding options and options issued after the date hereof in accordance with the terms of Section 5.1(j) of this Agreement) or (E) enter into any agreement, understanding or arrangement with respect to the sale or voting of its capital stock;

(ii) take action to intentionally and improperly interfere with EchoStar's or its Subsidiaries' existing contractual economic relationships or with their

suppliers, equipment manufacturers, dealers and retailers by encouraging or inducing such Persons not to perform their existing contracts with or otherwise conduct business with EchoStar or its Subsidiaries;

(iii) sell, transfer, lease, pledge, mortgage, encumber or otherwise dispose of any amount of Hughes or any of its Subsidiaries' property or assets that is material to Hughes and its Subsidiaries, taken as a whole, other than in the ordinary course of business, consistent with past practice;

(iv) make or propose any changes in its certificate of incorporation or by-laws (or equivalent organizational documents);

(v) merge or consolidate with any other Person or acquire assets or capital stock of any other Person which are material to Hughes and its Subsidiaries, taken as a whole or enter into any confidentiality agreement with any Person with respect to any such transaction;

(vi) create any Subsidiaries which are material to Hughes and its Subsidiaries taken as a whole and which are not, directly or indirectly, wholly owned by Hughes;

(vii) enter into or modify any Hughes Plan or other employment, severance, change in control, termination or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, or otherwise increase the compensation or benefits of, any officer, director, consultant or employee of Hughes or its Subsidiaries, other than pursuant to the Employee Matters Agreement, payment of severance or termination benefits or increases in salary, compensation or benefits granted in the ordinary course of business consistent with past practice or as provided for in the Employee Matters Agreement contemplated by the GM/Hughes Separation Agreement, except as may be required by Applicable Law or a binding written contract in effect on the date of this Agreement;

(viii) except as may be required by Applicable Law or by accounting principles, change any method or principle of accounting in a material manner that is inconsistent with past practice;

(ix) take any action that would reasonably be expected to result in the representations and warranties set forth in Article 4 becoming false or inaccurate such that the condition set forth in Section 6.3(a) would fail to be satisfied;

(x) enter into or carry out any other transaction which is material to Hughes and its Subsidiaries, taken as a whole, other than in the ordinary and usual course of business;

(xi) take any action which could reasonably be expected to adversely affect or delay the ability of any parties hereto to obtain any approval of any Governmental Authority required to consummate the transactions contemplated hereby;

(xii) except as specifically permitted in the Implementation Agreement, amend the Hughes Transaction Agreements to which EchoStar is not a party; or

(xiii) agree in writing or otherwise to take any of the foregoing actions.

For purposes of this Agreement, the obligation of Hughes to use commercially reasonable efforts to cause PanAmSat or HSSL to take or not take any action shall require only that Hughes (i) vote the shares it owns in PanAmSat and HSSL on any matter submitted by PanAmSat and HSSL, as applicable, for approval of its respective stockholders, (ii) request that PanAmSat and HSSL act in a manner consistent with the provisions of this Agreement and (iii) request that any employees of Hughes who serve as members of the Board of Directors of PanAmSat or HSSL vote on matters submitted to the Board of Directors of PanAmSat or HSSL, as applicable, to the extent that so voting would be considered by them to be in the best interests of PanAmSat or HSSL, as applicable, and its respective stockholders and otherwise consistent with their fiduciary duties as directors.

(b) Notification of Certain Matters. Hughes shall give prompt notice to EchoStar of (i) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would cause any representation or warranty of Hughes contained in this Agreement to be untrue or inaccurate in any material respect at or prior to the Merger Effective Time, (ii) any material failure of Hughes to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by them hereunder and (iii) any Hughes Material Adverse Effect; provided, however, that the delivery of any notice pursuant to this Section 5.3(b) shall not limit or otherwise affect the remedies available hereunder to EchoStar.

(c) Hughes Boards, Committees and Officers. Hughes shall take all appropriate action such that, at the Merger Effective Time, the Board of Directors, committees of the Board of Directors, composition of such committees (including chairpersons thereof) and certain officers of Hughes (as indicated on Exhibit H) shall be as set forth on Exhibit H until the earlier of the resignation or removal of any individual listed on or designated in accordance with Exhibit H or until their respective successors are duly appointed or elected and qualified, as the case may be. On or prior to the Merger Effective Time, the Management Transition Committee referred to in Section 1.6 hereof may designate, with the unanimous approval of the members of the Management Transition Committee, additional officers who shall be added to Exhibit H, provided, that appointment of such additional officers must be approved by the Board of Directors of the Surviving Corporation after the Merger Effective Time. If any officer listed on or appointed in accordance with Exhibit H ceases to be a full-time employee of Hughes or EchoStar prior to the Merger Effective Time, or if any director, committee member or committee chairman listed or designated on Exhibit H is not available to serve as such at the Merger Effective Time, the parties hereto shall, except as otherwise provided in Exhibit H, choose another individual to serve in such individual's stead. On or prior to the Merger Effective Time, Hughes, to the extent necessary, shall deliver to EchoStar evidence of the resignations of the directors of Hughes not so designated to be continuing to serve as directors of Hughes after the Merger Effective Time, such resignations to be effective as of the Merger Effective Time.

(d) Permit Matters. During the period from the date of this Agreement to the Merger Effective Time, Hughes shall and shall cause its Subsidiaries to (i) take all actions necessary to maintain and preserve the Hughes Permits and (ii) refrain from taking any action that

would give the FCC or any other Governmental Authority with jurisdiction reasonable grounds to institute proceedings for the suspension, revocation or adverse modification of any Hughes Permits, except where the failure to take such action, or the taking of such action, as the case may be, could not reasonably be expected to have a Hughes Material Adverse Effect.

(e) Certain Matters with respect to Indian Entities. Notwithstanding anything to the contrary contained herein or in any other Hughes Transaction Agreement, nothing in any of such agreements shall permit EchoStar or any other Person, at any time prior to the Merger Effective Time, to (A) appoint or influence the appointment of any officers or directors of HSSL or HTIL, (B) control, direct or influence the management or policy decisions of HSSL or HTIL, or (C) engage in any other activity or exercise any other rights that would result in an assumption or change of control of HSSL or HTIL. For purposes of this Section 5.3(e) "control" shall have the meaning specified in the Securities and Exchange Board of India (Substantial Acquisition of Shares & Takeovers) Regulations 1997.

(f) Indemnification; Directors' and Officers' Insurance.

(i) From and after the Merger Effective Time, the Surviving Corporation agrees that it will indemnify and hold harmless each present and former director and officer of EchoStar and each of its Subsidiaries, and each person appointed by EchoStar to serve as director on another corporation's board of directors (when acting in such capacity), determined as of the Merger Effective Time (the "EchoStar Indemnified Parties"), against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities (collectively, "Costs") incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Merger Effective Time, whether asserted or claimed prior to, at or after the Merger Effective Time, to the fullest extent that EchoStar would have been permitted under Nevada law and its articles of incorporation or by-laws in effect on the date hereof to indemnify such person (and Merger shall also advance expenses as incurred to the fullest extent permitted under applicable law provided the person to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such person is not entitled to indemnification); and provided, further, that any determination required to be made with respect to whether an officer's or director's conduct complies with the standards set forth under Nevada law and EchoStar's articles of incorporation and by-laws shall be made by independent counsel selected by the Surviving Corporation.

(ii) Any EchoStar Indemnified Party wishing to claim indemnification under paragraph (i) of this Section 5.3(f), upon learning of any such claim, action, suit, proceeding or investigation, shall promptly notify the Surviving Corporation thereof, but the failure to so notify shall not relieve the Surviving Corporation of any liability it may have to such EchoStar Indemnified Party if such failure does not materially prejudice the indemnifying party. In the event of any such claim, action, suit, proceeding or investigation (whether arising before or after the Merger Effective Time), (i) the Surviving Corporation shall have the right to assume the defense thereof and the Surviving Corporation shall not be liable to such EchoStar Indemnified Parties for any legal expenses of other counsel or any other expenses subsequently incurred by such EchoStar Indemnified Parties in connection with the defense thereof, except that if the Surviving Corporation elects not to assume such defense or counsel for

the EchoStar Indemnified Parties advises that there are issues which raise conflicts of interest between the Surviving Corporation and the EchoStar Indemnified Parties, the EchoStar Indemnified Parties may retain one counsel satisfactory to them, and the Surviving Corporation shall pay all reasonable fees and expenses of such counsel for the EchoStar Indemnified Parties promptly as statements therefor are received, (ii) the EchoStar Indemnified Parties will cooperate in the defense of any such matter and (iii) the Surviving Corporation shall not be liable for any settlement effected without its prior written consent; and provided, further, that the Surviving Corporation shall not have any obligation hereunder to any EchoStar Indemnified Party if and when a court of competent jurisdiction shall ultimately determine, and such determination shall have become final, that the indemnification of such EchoStar Indemnified Party in the manner contemplated hereby is prohibited by applicable law. If such indemnity is not available with respect to any EchoStar Indemnified Party, then the Surviving Corporation and the EchoStar Indemnified Party shall contribute to the amount payable in such proportion as is appropriate to reflect relative faults and benefits.

(iii) For a period of six years after the Merger Effective Time, the Surviving Corporation shall provide officers' and directors' liability insurance ("D&O Insurance") covering the EchoStar Indemnified Parties for all applicable incidents, acts or omissions occurring prior to the Merger Effective Time, regardless of when, and occurring after the Merger Effective Time until the six year anniversary of the Merger Effective Time. Such insurance coverage shall be no less favorable to the EchoStar Indemnified Parties in coverage or amount than the greater of (A) the insurance coverage in effect for the Surviving Corporation's officers and directors at the Spin-Off Effective time and (B) the insurance coverage in effect for EchoStar's officers and directors as of the date hereof. The term "coverage" as used in the Section 5.3(f) shall be deemed to include all excess coverage.

(iv) If the Surviving Corporation or any of its successors or assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of the Surviving Corporation shall assume all of the obligations set forth in this Section.

(v) The provisions of this Section are intended to be for the benefit of, and shall be enforceable by, each of the EchoStar Indemnified Parties, their heirs and their representatives.

(g) Supplemental Indentures and Registration Rights Regarding Certain EchoStar Notes. Hughes shall execute and deliver at the Merger Effective Time supplemental indentures in order to assume the obligations of EchoStar under the indentures relating to the debt instruments of EchoStar and its Subsidiaries listed on Schedule 5.3(g) of the EchoStar Disclosure Schedule, in each case in accordance with the applicable EchoStar indenture. In addition, the Surviving Corporation shall assume the obligations of EchoStar and its Subsidiaries under those registration rights agreements set forth in Section 5.3(g) of the EchoStar Disclosure Schedule.

ARTICLE 6

CONDITIONS

Section 6.1. Mutual Conditions. The obligations of the parties hereto to consummate the Merger shall be subject to fulfillment of each and all of the following conditions:

(a) No temporary restraining order, preliminary or permanent injunction or other order or decree issued by a court of competent jurisdiction or Governmental Authority of competent jurisdiction which prevents the consummation of the Merger shall have been issued and remain in effect, and no statute, rule or regulation shall have been enacted by any Governmental Authority which prevents the consummation of the Merger.

(b) All waiting periods applicable to the consummation of the Merger under the HSR Act and any similar law of foreign jurisdictions shall have expired or been terminated and all approvals of, or filings with, any Governmental Authority (other than the FCC) required to consummate the transactions contemplated hereby shall have been obtained or made, other than approvals and filings, the failure to obtain or make which, in the aggregate, are not reasonably likely to have a Combined Companies Material Adverse Effect. For the purposes of this Agreement, a "Combined Companies Material Adverse Effect" means an event, change, circumstance or effect that has had or is reasonably likely to have a material adverse effect on the business, operations, assets, liabilities or financial condition of Hughes, EchoStar and their respective Subsidiaries, taken as a whole, assuming consummation of the Merger, other than events, changes, circumstances or effects that arise out of or result from (w) economic factors affecting the economy or financial markets as a whole or generally affecting the direct broadcast satellite industry, (x) the Hughes Recapitalization, the Spin-Off and the GM Debt/Equity Exchanges, (y) the announcement of the execution of the this Agreement and the other agreements contemplated hereby (including any cancellations of or delays in customer orders, any reduction in sales, any disruption in supplier, distributor, partner or similar relationships or any loss of employees) and (z) any and all actions taken by Hughes or EchoStar pursuant to Section 5.1(b) hereof and the effects thereof.

(c) All material orders and approvals of the FCC required in connection with the consummation of the transactions contemplated hereby shall have been obtained; provided, however, that the provisions of this Section 6.1(c) shall not be available to any party whose failure to fulfill its obligations pursuant to Section 5.1(b) has been the cause of, or shall have resulted in, the failure to obtain such consent or approval or action.

(d) The GM Transactions (including the GM Charter Amendment, the Hughes Recapitalization and the Spin-Off) shall have been consummated in accordance with the terms contemplated by the Hughes Transaction Agreements and the GM Transaction Agreements; provided, however, that the consummation of any Debt/Equity Exchange shall not be a condition to Closing.

(e) All of the conditions to the consummation of the Merger Financing shall have been satisfied and the parties shall be prepared to consummate the Merger Financing immediately following the Merger Effective Time.

(f) The shares of Hughes Class A Common Stock to be issued pursuant to the Merger and the shares of Hughes Class C Common Stock outstanding immediately prior to

the Merger Effective Time shall have been approved for listing on the NYSE or approved for quotation on Nasdaq, subject to official notice of issuance.

(g) The GM Registration Rights Agreement (as defined in the Implementation Agreement) and the EchoStar Controlling Stockholder Registration Rights Agreement (as defined in the Implementation Agreement) have been entered into and shall be in full force and effect; provided, however, that the provisions of this Section 6.1(g) shall not be available to any party if such party's failure to enter into a contract has been the cause of, or shall have resulted in, the failure to enter into these agreements;

(h) The Surviving Corporation would be permitted to issue, immediately following the Merger Effective Time, capital stock of the Surviving Corporation having an aggregate fair market value that is at least equal to the Minimum Amount (as defined below), without such issuance resulting in a breach of Section 6.2(a) or Section 6.2(c) of the Implementation Agreement (without regard to whether GM shall have determined that such issuance would not jeopardize the Tax-Free Status of the Spin-Off (as defined in the Implementation Agreement) pursuant thereto), it being understood that the determination of the amount of capital stock of the Surviving Corporation that may be so issued:

(i) shall take into account (A) all capital stock of the Surviving Corporation that is outstanding after giving effect to the consummation of the Hughes Recapitalization and the Merger, and (B) all options or rights to acquire, and securities that are convertible into or exchangeable for, capital stock of the Surviving Corporation that are outstanding after giving effect to the consummation of the Hughes Recapitalization and the Merger (whether or not such options or rights or conversion or exchange features are then exercisable or are contingent on the occurrence or non-occurrence of a future event), to the extent that the acquisition of capital stock thereunder would be presumed under Section 6.2(g) of the Implementation Agreement to be part of a Section 355(e) Plan (as defined in the Implementation Agreement) or otherwise reasonably would be expected to be treated as part of a Section 355(e) Plan that includes the Spin-Off;

(ii) shall give effect to the presumptions set forth in Section 6.2(g) of the Implementation Agreement and, in addition, shall be based on (A) the assumption that the Surviving Corporation shall issue the Assumed PanAmSat Minority Share Consideration (as defined below) and (B) the conclusive presumption that the acquisition of the Assumed PanAmSat Minority Share Consideration would be treated as part of a Section 355(e) Plan that includes the Spin-Off; and

(iii) shall be based on the assumptions that, immediately after the Merger Effective Time: (A) Hughes Class C Common Stock has a fair market value per share equal to the Recapitalization Price; (B) Hughes Class A Common Stock has a fair market value per share equal to the Recapitalization Price, unless the Recapitalization Price is less than the product of (1) the Average Price (as defined below) of a share of EchoStar Class A Common Stock and (2) the Class A Exchange Ratio, in which case the Hughes Class A Common Stock shall have a fair market value per share equal to such product; (C) Hughes Class B Common Stock has a fair market value per share determined on the basis of the advice of an investment banking firm selected by GM and reasonably satisfactory to EchoStar; and (D) Hughes Preference Stock has a fair market value equal to the product of (1) the number of shares of Hughes Common Stock into

which such Hughes Preference Stock would convert pursuant to the mandatory conversion provision thereof if the Current Market Price (as defined in the Certificate of Designation of the GM Series H Preference Stock) were equal to the Recapitalization Price and (2) the Recapitalization Price.

For purposes of this Section 6.1(h):

(v) "Assumed PanAmSat Minority Share Consideration" shall mean (1) that number of shares of Hughes Class C Common Stock that the parties hereto estimate reasonably could be expected to be issued in consideration for the securities of PanAmSat that are issued and outstanding as of the Spin-Off Effective Time and not owned by the Surviving Corporation or an affiliate thereof, or (2) if the parties cannot so agree to such an estimate, a number of shares of Hughes Class C Common Stock having an aggregate fair market value equal in amount to 105% of the aggregate fair market value of the PanAmSat common stock, and other securities of PanAmSat (excluding employee stock options) that reasonably could be expected to be acquired for capital stock of the Surviving Corporation, in each case that are issued and outstanding as of the Spin-Off Effective Time and not owned by the Surviving Corporation or an affiliate thereof, which (A) in the case of the outstanding shares of common stock of PanAmSat shall be equal to the product of the Average Price of a share of such PanAmSat common stock and the number of shares of PanAmSat common stock issued and outstanding as of the date of the Spin-Off Effective Time and not owned by the Surviving Corporation or an affiliate thereof and (B) in the case of any other securities of PanAmSat shall be determined on the basis of the advice of an investment banking firm selected by GM and reasonably satisfactory to EchoStar.

(w) "Average Price" of a share of capital stock of an issuer shall mean the average (rounded to the nearest 1/10,000, or if there shall not be a nearest 1/10,000, to the next highest 1/10,000) of the Volume Weighted Average Trading Prices (as defined below) of such share of capital stock of such issuer for each of the five (5) consecutive trading days (or, if less, the number of trading days following the Regulatory Approval Date (as defined in the Separation Agreement) and before the Spin-Off Effective Time (as defined in the Implementation Agreement)) ending on and including the trading day immediately prior to the date of the Spin-Off Effective Time.

(x) "Minimum Amount" shall be equal to the excess of (x) \$1,000,000,000 (One Billion Dollars) over (y) the fair market value of the capital stock of Hughes into which the Interim EchoStar Stock would convert at the Merger Effective Time; provided, however, that the Minimum Amount shall not be less than \$250,000,000 (Two Hundred Fifty Million Dollars).

(y) "Interim EchoStar Stock" shall mean (1) capital stock of EchoStar issued on or after the date hereof and prior to the Merger Effective Time and (2) capital stock of EchoStar that would be issued upon the exercise, conversion or exchange of options or rights to acquire, or securities that are convertible into or exchangeable for, capital stock of EchoStar or any successor entity thereto (whether or not such options or rights or conversion or exchange

features are then exercisable or are contingent on the occurrence or non-occurrence of a future event), to the extent that (A) such options, rights or securities are issued on or after the date hereof and prior to the Merger Effective Time and (B) the acquisition of capital stock thereunder would be presumed under Section 6.2(g) of the Implementation Agreement to be part of a Section 355(e) Plan or otherwise reasonably would be expected to be treated as part of a Section 355(e) Plan with the Spin-Off.

(z) "Volume Weighted Average Trading Price" means, with respect to a share of capital stock of an issuer on any trading day (defined as 9:30 a.m. through 4:30 p.m., Eastern Time), the weighted average of the reported per share prices at which transactions in such share of stock of such issuer are executed on the Nasdaq Stock Market during such trading day (weighted based on the number of such shares traded of such issuer, as such weighted average price appears on the Bloomberg screen "Volume at Price" page for such shares of capital stock of such issuer).

Section 6.2. Conditions to Obligations of Hughes. The obligations of Hughes to consummate the Merger and the other transactions contemplated hereby shall be subject to the fulfillment of the following conditions unless waived by Hughes:

(a) The representations and warranties of EchoStar set forth in Article 3 herein shall be true and correct as of the date of this Agreement and at and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date), except to the extent that all of the breaches of such representations and warranties collectively (without giving effect to any materiality or similar qualification) could not reasonably be expected to result in a, and have not resulted in a continuing, Combined Companies Material Adverse Effect; provided, however, that any and all actions taken by EchoStar pursuant to Section 5.1(b) and the effects thereof on the representations and warranties of EchoStar set forth in Article 3 shall be ignored for purposes of this Section 6.2(a).

(b) EchoStar shall have performed in all material respects all of its obligations hereunder to be performed by it at or prior to the Merger Effective Time.

(c) EchoStar shall have furnished Hughes with a certificate dated the Closing Date signed on its behalf by its Chairman, President or any Vice President to the effect that the conditions set forth in Sections 6.2(a) and (b) have been satisfied.

(d) EchoStar shall have taken one of the actions contemplated by the first sentence of Section 5.2(e) hereof or the Plan shall have been implemented as contemplated thereby.

(e) Hughes shall have received the Tax Opinion of Weil, Gotshal & Manges LLP, counsel to Hughes, substantially in the form attached hereto as Exhibit C, on the basis of facts, representations and assumptions stated therein as of the Merger Effective Time, to the effect that the Merger constitutes a reorganization within the meaning of Section 368(a) of the Code, it being understood that in rendering the Tax Opinion, such tax counsel shall be entitled to rely upon, among other things, representations of officers of EchoStar and Hughes and of the

EchoStar Controlling Stockholder substantially in the form of Exhibits D, E and F attached hereto and assumptions deemed necessary by such tax counsel.

Section 6.3. Conditions to Obligations of EchoStar. The obligation of EchoStar to consummate the Merger and the transactions contemplated hereby shall be subject to the fulfillment of the following conditions unless waived by EchoStar:

(a) The representations and warranties of Hughes set forth in Article 4 herein shall be true and correct as of the date hereof and at and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date), except to the extent that all of the breaches of such representations and warranties collectively (without giving effect to any materiality or similar qualification) could not reasonably be expected to result in a, and have not resulted in a continuing, Combined Companies Material Adverse Effect; provided, however, that any and all actions taken by Hughes pursuant to Section 5.1(b), and the effects thereof on the representations and warranties of Hughes set forth in Article 4 shall be ignored for purposes of this Section 6.3(a).

(b) Hughes shall have performed in all material respects all of its obligations hereunder to be performed by it at or prior to the Merger Effective Time.

(c) Hughes shall have furnished EchoStar with a certificate dated the Closing Date signed on behalf of it by the Chairman, President or any Vice President to the effect that the conditions set forth in Sections 6.3(a) and (b) have been satisfied.

(d) EchoStar shall have received the Tax Opinion of Sullivan & Cromwell, special counsel to EchoStar, substantially in the form attached hereto as Exhibit B, on the basis of facts, representations and assumptions stated therein as of the Merger Effective Time, to the effect that the Merger constitutes a reorganization within the meaning of Section 368(a) of the Code, it being understood that in rendering the Tax Opinion, such tax counsel shall be entitled to rely upon, among other things, representations of officers of EchoStar and Hughes and of the EchoStar Controlling Stockholder substantially in the form of Exhibits D, E and F attached hereto and assumptions deemed necessary by such tax counsel.

(e) The representations and warranties of GM set forth in Article 2 of the Implementation Agreement shall be true and correct as of the date hereof and at and as of the closing date as though made on and as of the closing date (except for representations and warranties made as of a specified date, which need to be true and correct only as of the specified date), except to the extent that all of the breaches of such representations and warranties collectively (without giving effect to any materiality or similar qualification) could not reasonably be expected to result in a, or have not resulted in a continuing, Combined Companies Material Adverse Effect or a material adverse effect on EchoStar's or Hughes' ability to consummate the transactions contemplated by the EchoStar Transaction Agreements or the Hughes Transaction Agreements;

(f) GM shall have performed in all material respects all of its obligations under the Implementation Agreement to be performed by it at or prior to the Spin-Off Effective Time (as defined in the Implementation Agreement).

(g) GM shall have furnished EchoStar with a certificate dated the closing date signed on its behalf by its Chairman, President or any Vice President to the effect that the conditions set forth in Sections 6.3(e) and (f) have been satisfied.

ARTICLE 7

TERMINATION AND AMENDMENT

Section 7.1. Termination. This Agreement may be terminated at any time prior to the Merger Effective Time by written notice delivered by the terminating party to the other parties:

(a) by mutual written consent duly authorized by the respective Boards of Directors of Hughes and EchoStar;

(b) by either Hughes or EchoStar if:

(i) (A) any permanent injunction or other order of a court of competent jurisdiction or other competent Governmental Authority preventing the consummation of the Merger, (1) in an action brought by a federal, state or local Governmental Authority under the Antitrust Laws of the United States or FCC Regulations, shall have become final and nonappealable, (2) in an action brought by a foreign Governmental Authority under Antitrust Laws, shall have become final and nonappealable or (3) in an action brought by any other Person (other than a Governmental Authority) under the Antitrust Laws or FCC Regulations, shall have become final and nonappealable; or (B) any permanent injunction or other order of a court of competent jurisdiction or other competent Governmental Authority preventing the consummation of the Merger, other than in an action brought under the Antitrust Laws or FCC Rules, shall have become final and nonappealable;

(ii) the Merger shall not have been consummated before January 21, 2003 (the "Outside Date"), provided that (A) if all conditions to Closing set forth in Article 6 have been satisfied or waived on or prior to such date (other than those contained in Sections 6.1(b) and 6.1(c) and any of such conditions that by their nature are to be fulfilled at the Closing) and the Department of Justice or Federal Trade Commission has, prior to the Outside Date, agreed with EchoStar and Hughes to enter into to a consent decree or other settlement permitting the consummation of the Merger, then the Outside Date shall be extended to the Second Business Day immediately following the date such consent decree or other settlement is filed in court (but in no event later than five (5) Business Days following the Outside Date), at which time, the parties shall consummate the Merger in accordance with Section 1.2; or (B) such period shall be extended by the Boards of Directors of both Hughes and EchoStar (provided that the right to terminate this Agreement under any provision of this Section 7.1(b)(ii) shall not be available to any party whose failure (or whose affiliate's failure, which in the case of Hughes shall include GM) to perform any material covenant or obligation under this Agreement or the other Transaction Agreements has been the cause of or resulted in the failure of the Merger to occur on or before such date); or

(iii) provided that there shall have occurred either a duly held meeting of the GM common stockholders (including any adjournment or postponement

thereof) at which a vote was taken or a solicitation of the written consent of the GM common stockholders in accordance with the DGCL, the GM Transactions fail to receive the Requisite Stockholder Approval either by reason of a negative vote of the GM common stockholders or by reason of a Consent Solicitation Failure. For the purposes of this Agreement, a "Consent Solicitation Failure" means the failure to receive the Requisite Stockholder Vote because written consents signed by a sufficient number of holders within sixty (60) days of the earliest dated consent delivered in the manner required by Section 228 of the DGCL were not obtained; unless such failure to receive such written consents shall have resulted from GM's abandonment of the consent solicitation, provided that GM shall have delivered to EchoStar a Confirmation concurrently with such abandonment and, provided, further, that the right of termination provided under this clause (iii) shall be reinstated if GM shall fail to recommence the consent solicitation as promptly as practicable after such abandonment and provided, further, that only one such abandonment of the consent solicitation (other than an abandonment by reason of an injunction granted by a Governmental Authority having competent jurisdiction) shall be permitted hereunder without giving rise to the right of termination.

(c) by Hughes if:

(i) a breach by EchoStar of any representation or warranty contained in Article 3 hereof has occurred, which breach, in the aggregate with all other such breaches, if any, would give rise to a failure of a condition set forth in Section 6.2(a) and cannot be cured by the Outside Date);

(ii) a breach by EchoStar of any of the covenants or agreements contained herein has occurred, which breach, in the aggregate with all other such breaches, if any, would give rise to a failure of a condition set forth in Section 6.2(b) and cannot be cured by the Outside Date;

(iii) a EchoStar Material Adverse Effect which also would be, or would reasonably be expected to be, a Combined Companies Material Adverse Effect, shall have occurred and be continuing at the time of termination, and cannot be cured by the Outside Date; provided, however, that any and all actions taken by EchoStar pursuant to Section 5.1(b) and the effects thereof on the representations and warranties of EchoStar in Article 3 shall be ignored for the purposes of this Section 7.1(c) (iii);

(iv) (A) Unless the Department of Justice or the Federal Trade Commission shall have agreed to a consent decree or other settlement approving of the Merger prior to the fifteenth Business Day before the Outside Date, the waiting period applicable to the consummation of the Merger under the HSR Act shall not have expired or been terminated on or prior to the date which is fifteen (15) Business Days before the Outside Date, provided, that if the DOJ or the FTC shall have agreed to a consent decree or other settlement permitting consummation of the Merger prior to the fifteenth Business Day before the Outside Date, Hughes shall not be entitled to terminate this Agreement pursuant to this Section 7.1(c) (iv) (A) unless the waiting period applicable to the consummation of the Merger under the HSR Act shall not have expired or been terminated on or prior to the date which is five (5) Business Days before the Outside Date (such period of time between the fifteenth Business Day and the fifth Business Day before the Outside Date, the ("Non-Termination Period")); provided, further, that

EchoStar shall not be entitled to terminate the Merger Agreement pursuant to any term hereof during the Non-Termination Period if EchoStar did not have such right to terminate this Agreement immediately prior to the first day of the Non-Termination Period; or (B) all material orders and approvals of the FCC required in connection with the consummation of the transactions contemplated hereby shall have not been obtained and become final on or prior to the date which is ten (10) business days before the Outside Date such that the condition in Section 6.1(c) is incapable of being fulfilled unless the DOJ or FTC shall have agreed to a consent decree or other settlement permitting consummation of the Merger prior to the fifteenth Business Day before the Outside Date, in which case all material orders and approvals of the FCC required in connection with the consummation of the transactions contemplated hereby shall have not been obtained and become final on or prior to the date which is three (3) Business Days after the date the consent decree or other settlement permitting consummation of the Merger is filed in court;

(v) (A) a breach by EchoStar of any representation or warranty contained in the Implementation Agreement shall have occurred, which breach cannot be cured by the Outside Date, except to the extent that all of the breaches of such representations and warranties collectively (without giving effect to any materiality or similar qualification) could not reasonably be expected to have a material adverse impact on EchoStar's or Hughes' ability to consummate the transactions contemplated by the GM Transaction Agreements, the EchoStar Transaction Agreements or the Hughes Transaction Agreements or (B) a material breach by EchoStar of any of the covenants or agreements contained in the Implementation Agreement has occurred, which breach cannot be cured by the Outside Date;

(vi) GM (A) shall have been notified by the IRS that the Ruling (as defined in the Implementation Agreement) has been withdrawn, invalidated or modified in an adverse manner or (B) (1) shall have been notified by the IRS, or shall have otherwise reasonably determined, on the basis of an opinion of outside tax counsel, in accordance with Section 6.1(d) of the Separation Agreement, that there is a more than immaterial possibility that the consummation of the Spin-Off will not be tax-free and (2) provided that the matter is capable of being resolved by a ruling by the IRS, GM and Hughes shall have been informed by the IRS that the IRS will not issue a Subsequent Ruling (as defined in the implementation Agreement) confirming the Ruling;

(vii) (A) the Merger Financing Agreement shall not have been entered into, or the definitive terms thereof agreed, by the necessary parties thereto on or prior to the date which is one hundred eighty (180) calendar days after the date of this Agreement.

(viii) GM shall have delivered to EchoStar a Notice of Non-Recommendation (as defined in the Implementation Agreement) pursuant to Section 1.2(b) of the Implementation Agreement and the right to terminate in respect of such Notice of Non-Recommendation shall not have been terminated pursuant to Section 1.2(c) or 1.2(e) of the Implementation Agreement.

(ix) GM shall propose to enter into an agreement or arrangement with respect to a Competing Transaction after having complied with the provisions of

Section 5.1(j)(i)(II) of the Implementation Agreement and shall have paid the Termination Fee owed pursuant to Section 7.2(b) hereof.

(d) by EchoStar if:

(i) GM shall have entered into any agreement or arrangement (other than a confidentiality agreement) regarding, or the Board of Directors of GM or any committee of the Board of Directors of GM shall approve or recommend, any Competing Transaction;

(ii) a breach by Hughes of any representation or warranty contained in Article 4 hereof has occurred, which breach, in the aggregate with all other such breaches, would give rise to a failure of a condition set forth in Section 6.3(a) and cannot be cured by the Outside Date;

(iii) a breach by Hughes of any of the covenants or agreements contained herein has occurred, which breach, in the aggregate with all other such breaches, would give rise to a failure of a condition set forth in Section 6.3(b) and cannot be cured by the Outside Date;

(iv) a Hughes Material Adverse Effect which also would be, or would reasonably be expected to be, a Combined Companies Material Adverse Effect, shall have occurred and be continuing at the time of termination and cannot be cured by the Outside Date; provided, however, that any and all actions taken pursuant to Section 5.1(b), and the effects thereof on the representations and warranties of Hughes in Article 4 shall be ignored for the purposes of this Section 7.1(d)(iv); or

(v) (A) a breach by GM or Hughes of any representation or warranty contained in the Implementation Agreement shall have occurred, which breach cannot be cured by the Outside Date; except to the extent that all of the breaches of such representations and warranties collectively could not reasonably be expected to have a material adverse impact on Hughes' or EchoStar's ability to consummate the transactions contemplated by the GM Transaction Agreements, the Hughes Transactions Agreements or the EchoStar Transaction Agreements; or (B) a material breach by GM or Hughes of any of the covenants or agreements contained in the Implementation Agreement has occurred, which breach cannot be cured by the Outside Date.

(vi) GM shall have delivered to EchoStar a Notice of Non-Recommendation (as defined in the Implementation Agreement) pursuant to Section 1.2(b) of the Implementation Agreement (including by reason of GM having failed to provide a Confirmation (as defined in the Implementation Agreement) to EchoStar within the applicable Confirmation Period (as defined in the Implementation Agreement) pursuant to Section 1.2(d) of the Implementation Agreement) and EchoStar's right to terminate in respect of such Notice of Non-Recommendation shall not have been terminated pursuant to Section 1.2(c) or, in the case of a Notice of Non-Recommendation pursuant to Section 1.2(b) only, Section 1.2(e) of the Implementation Agreement.

Section 7.2. Effect of Termination; Fees and Expenses upon Termination.

(a) In the event of the termination of this Agreement pursuant to Section 7.1, this Agreement, except for the provisions of Section 5.1(f), this Section 7.2 and Sections 8.2 through 8.11, shall become void and have no effect, without any liability on the part of any party or its directors, officers, employees or stockholders. Notwithstanding the foregoing, nothing in this Section 7.2 shall relieve or release any party to this Agreement of liability for a breach of any provision of this Agreement or invalidate the provisions of the Confidentiality Agreement.

(b) If this Agreement is terminated (A) (i) by EchoStar or Hughes pursuant to Section 7.1(b)(iii), (ii) at any time after the date of this Agreement and before such termination a Competing Transaction shall have been publicly disclosed and (iii) within fifteen months of such termination GM or any of its Subsidiaries enters into a definitive agreement with respect to, or consummates, such Competing Transaction, (B) (i) by EchoStar or Hughes pursuant to Section 7.1(b)(iii), (ii) at any time after the date hereof, a Competing Transaction shall have been publicly disclosed which Competing Transaction has not been withdrawn or abandoned at the time of such stockholder vote and (iii) within fifteen months of such termination GM or any of its Subsidiaries enters into a definitive agreement with respect to, or consummates, any Competing Transaction, or (C) by Hughes pursuant to Sections 7.1(c)(viii) or (c)(ix) or by EchoStar pursuant to Sections 7.1(d)(i) or (vi), then, in each case, Hughes shall pay or cause to be paid to EchoStar, in cash by wire transfer in immediately available funds to an account designated by EchoStar, (x) on the same day as the execution of a definitive agreement with respect to the referenced Competing Transaction, in the event this Agreement is terminated by EchoStar or Hughes as described in clauses (A) or (B) above, or (y) no later than one business day following such termination, in the event this Agreement is terminated by EchoStar as described in clause (C) above, and (z) concurrently with such termination in the event this Agreement is terminated by Hughes as described in clause (C) above, a termination fee and expense reimbursement in an aggregate amount equal to \$600,000,000.00 (Six Hundred Million Dollars) (the "Termination Fee"), which amount shall not be subject to offset on deduction of any kind by Hughes.

(c) If this Agreement is terminated by EchoStar pursuant to Section 7.1(b)(i)(A)(1) or by Hughes pursuant to Section 7.1(b)(i)(A)(1) or Section 7.1(c)(iv), EchoStar shall pay or cause to be paid to Hughes, in cash by wire transfer in immediately available funds to an account designated by Hughes, no later than one business day following such termination, if terminated by Hughes, or concurrently with such termination, if terminated by EchoStar, a termination fee and expense reimbursement in an amount equal to \$600,000,000.00 (Six Hundred Million Dollars), which amount shall not be subject to offset or deduction of any kind by EchoStar; provided, that the payment of one-half of the Termination Fee shall not be required concurrently with such termination (and the parties may elect to resolve such dispute in accordance with Section 8.9) if Hughes' failure (or the failure of any of its Affiliates) to comply with Section 5.1(b) has been the cause of or resulted in the occurrence or non-occurrence which permitted termination under Section 7.1(b)(i)(A)(1) or 7.1(c)(iv). Notwithstanding anything to the contrary in this Section 7.2(c), if the parties have available to them, and EchoStar is willing to accept, a settlement, consent decree, stipulation or other agreement or resolution (each a "Settlement") with the Department of Justice, the Federal Trade Commission or any other Governmental Authority, but Hughes terminates this Agreement pursuant to Section 7.1(b)(i)(A)(1) or Section 7.1(c)(iv) hereof then EchoStar shall not be required to pay Hughes the termination fee described in this Section 7.2(c).

(d) The parties hereto agree that the provisions contained in this Section 7.2 are an integral part of the transactions contemplated by this Agreement, that the damages resulting from the termination of this Agreement as set forth in Sections 7.2(b) and (c) of this Agreement are uncertain and incapable of accurate calculation and that the amounts payable pursuant to Sections 7.2(b) and (c) hereof are reasonable forecasts of the actual damages which may be incurred by the parties under such circumstances. The amounts payable pursuant to Sections 7.2(b) and (c) hereof constitute liquidated damages and not a penalty and shall be the sole monetary remedy in the event of termination of this Agreement on the bases specified in such Sections. If either party fails to pay to the other party any amounts due under Sections 7.2(b) and (c), as applicable, in accordance with the terms hereof, the breaching party shall pay the costs and expenses (including legal fees and expenses) of the other party in connection with any action, including the filing of any lawsuit or other legal action, taken to collect payment.

(e) Any amounts not paid when due pursuant to this Section 7.2 shall bear interest from the date such payment is due until the date paid at a rate equal to LIBO plus three percent. For purposes of this Agreement, LIBO shall mean the current LIBO rate as quoted by Citibank, N.A., adjusted for reserve requirements, if any, and subject to customary change of circumstance provisions, for interest periods of six months.

Section 7.3. Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors; provided however, that no amendment shall be made which by law requires approval or authorization by the stockholders of Hughes or EchoStar, without such approval or authorization. Notwithstanding the foregoing, this Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 7.4. Extension; Waiver. At any time prior to the Merger Effective Time, Hughes (with respect to EchoStar) and EchoStar (with respect to Hughes) by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of such other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto and (c) waive or extend the time for compliance by such other party with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party.

ARTICLE 8

MISCELLANEOUS

Section 8.1. No Survival of Representations and Warranties. The parties hereto hereby agree that the representations and warranties of Hughes and EchoStar contained in this Agreement or in any certificate, document or instrument delivered in connection herewith (other than the Implementation Agreement), shall not survive the Merger Effective Time.

Section 8.2. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally recognized overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Hughes Electronics Corporation

200 North Sepulveda Boulevard
El Segundo, CA 90245
Attention: General Counsel
Telecopy No.: (310) 456-1089

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Frederick S. Green and
Michael E. Lubowitz
Telecopy No.: (212) 310-8007

and

Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
Attention: R. Scott Falk and
Joseph P. Gromacki
Telecopy No.: (312) 861-2200

(b) if to EchoStar Communications Corporation

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

with a copy to:

Sullivan & Cromwell
125 Broad Street
New York, New York 10004
Attention: Frank J. Aquila and John J. O'Brien
Telecopy No.: (212) 558-3588

Section 8.3. Interpretation; Absence of Presumption.

(a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof", "herein", and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified, (iv) the word "or" shall not be exclusive, (v) provisions shall apply, when appropriate,

to successive events and transactions, (vi) all references to any period of days shall be deemed to be to the relevant number of calendar days, (vii) all references to the word "shares" shall be deemed also to refer to fractions of shares, as the context requires, (viii) "Dollars" or "\$" means United States Dollars, (ix) "cash" means Dollars in immediately available funds and (x) the phrase "the date hereof" means the date of this Agreement.

(b) The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 8.4. Knowledge. For purposes of this Agreement, the knowledge of (a) EchoStar and its Subsidiaries shall mean the knowledge, after due inquiry, of the senior officers of EchoStar and its Subsidiaries and (b) Hughes shall mean the knowledge, after due inquiry, of the senior officers of Hughes and its Subsidiaries.

Section 8.5. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

Section 8.6. Entire Agreement; Severability.

(a) This Agreement (including the documents and the instruments referred to herein) and the Confidentiality Agreement contain the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties other than those set forth or referred to herein or therein.

(b) If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

Section 8.7. Third Party Beneficiaries. Except as set forth in Section 5.3(f) hereto, the provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any Person except the parties any rights or remedies hereunder and there are no third party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 8.8. Governing Law. Except to the extent the provisions of the NRS govern the Merger, this Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law. Each of the parties hereto agrees that this Agreement has been entered into by the parties in express reliance upon 6 Del. C. Sec. 2708.

Section 8.9. Jurisdiction. Any suit, action or proceeding seeking to enforce an provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated by this Agreement may be brought against any of the parties in any Federal court located in the State of Delaware, or any Delaware state court. Each party irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b) (1) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for service of legal process and (2) that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b) (1) or (2) above shall have the same legal force and effect as if served upon such party personally within the State of Delaware. For purposes of implementing the parties' agreement to appoint and maintain an agent for service of process in the State of Delaware, each such party does appoint [name] [address], as such agent. Without limiting the generality of the foregoing, each party hereto agrees that service of process upon such party at the address referred to in Section 8.2, together with written notice of such service to such party, shall be deemed effective service of process upon such party.

Section 8.10. Specific Performance. Except under such circumstances as cause a termination fee to be payable pursuant to Section 7.2 by any of the parties hereto based on such breach or threatened breach, the parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Accordingly, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Any requirements for the securing or posting of any bond with such remedy are waived.

Section 8.11. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided, however, that, in connection with the Financings, either party may assign all or any part of its rights under this Agreement to any Person required by such party's financing sources in order to secure such party's obligations to such financing sources. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

* * * * *

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound, has caused this Agreement to be duly executed and delivered on the date first set forth above.

ECHOSTAR COMMUNICATIONS CORPORATION

By: /s/ DAVID K. MOSKOWITZ

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

HUGHES ELECTRONICS CORPORATION

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: Vice President

[Agreement and Plan of Merger]

IMPLEMENTATION AGREEMENT

BY AND AMONG

GENERAL MOTORS CORPORATION,

HUGHES ELECTRONICS CORPORATION

AND

ECHOSTAR COMMUNICATIONS CORPORATION

Dated as of October 28, 2001

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- Exhibit B - Form of Merger Commitment Letter
- Exhibit C - Supplemental Agreement
- Exhibit D - Pledge Agreement
- Exhibit E - Form of EchoStar Stockholder Consent
- Exhibit F - Form of GM/Hughes Separation Agreement
- Exhibit G - Form of Merger Agreement
- Exhibit H - Form of GM Charter Amendment
- Exhibit I - Form of Certificate of Designations Relating to Hughes Preference Stock
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IMPLEMENTATION AGREEMENT

This Implementation Agreement (this "Agreement") is made and entered into as of October 28, 2001, by and among Hughes Electronics Corporation, a Delaware corporation ("Hughes"), General Motors Corporation, a Delaware corporation that owns directly all of the issued and outstanding capital stock of Hughes ("GM"), and EchoStar Communications Corporation, a Nevada corporation ("EchoStar").

WHEREAS, Hughes and EchoStar desire to combine the business of EchoStar with the Hughes Business (as defined below), following the separation of Hughes from GM, pursuant to a merger of EchoStar with and into Hughes, with Hughes as the surviving corporation (the "Merger"), as contemplated by the Merger Agreement (as defined below); and

WHEREAS, it is a condition to the Merger that, at the time of the consummation of the Merger, the Hughes Recapitalization (as defined below) and the Spin-Off (as defined below) be completed and that Hughes be an independent, publicly owned company comprising the Hughes Business, separate from and no longer wholly owned by GM; and

WHEREAS, subject to the terms and conditions set forth in the PanAmSat Stock Purchase Agreement (the "PanAmSat Stock Purchase Agreement"), entered into by and among Hughes, Hughes Communications, Inc., a California corporation and an indirect wholly owned subsidiary of Hughes ("HCI"), Hughes Communications Galaxy, Inc., a California corporation and an indirect wholly owned subsidiary of Hughes ("HCG"), and Hughes Communications Satellite Services, Inc., California corporation and an indirect wholly owned subsidiary of Hughes ("HCSS"), concurrently with the execution and delivery of this Agreement, in the form attached hereto as Exhibit A, HCI, HCG and HCSS have agreed to sell to EchoStar, and EchoStar has agreed to purchase from HCI, HCG and HTSC (such transaction, the "PanAmSat Stock Sale"), all of the shares of capital stock of PanAmSat Corporation, a Delaware corporation ("PanAmSat"), owned by HCI, HCG and HCSS, in accordance with the terms and conditions set forth in the PanAmSat Stock Purchase Agreement; and

WHEREAS, immediately prior to the Spin-Off, Hughes shall distribute to GM, in respect of GM's ownership interest in Hughes, the Cash Dividend (as defined in the GM/Hughes Separation Agreement (as defined below)), and, if and to the extent of any shortfall in funds available to Hughes to pay in full the Cash Dividend, the Demand Note (as defined in the GM/Hughes Separation Agreement), and in connection with such dividend the denominator (the "Denominator") of the fraction described in Article Fourth, Division I, Section (a)(4) of the Restated Certificate of Incorporation of GM, as amended (the "GM Certificate of Incorporation"), will be reduced as contemplated by the GM/Hughes Separation Agreement (the "Hughes Recapitalization"); and

WHEREAS, at any time after the date of this Agreement and prior to the date that is six (6) months after the Spin-Off Effective Time (as defined in the Merger Agreement), GM may, pursuant to one or more transactions, issue shares of GM's Class H Common Stock, par value \$0.01 per share (the "GM Class H Common Stock"), or distribute shares of Class C Common Stock of

Hughes, par value \$0.01 per share (the "Hughes Class C Common Stock") (any such shares of GM Class H Common Stock or Hughes Class C Common Stock distributed by GM, the "Exchange Shares"), up to an aggregate of one hundred million (100,000,000) Exchange Shares (subject to reduction pursuant to the GM/Hughes Separation Agreement and subject to increase by up to an additional fifty million (50,000,000) Exchange Shares (but in no event shall such increase exceed One Billion Dollars (\$1,000,000,000.00)) in accordance with Section 5.1(h) hereof, to holders of certain outstanding debt obligations of GM ("Exchange Debt") in exchange for such Exchange Debt (any such exchange, a "GM Debt/Equity Exchange"); and

WHEREAS, immediately following the Hughes Recapitalization, (i) GM, pursuant to provisions to be implemented by means of an amendment of the GM Certificate of Incorporation, shall distribute to the holders of record of GM Class H Common Stock shares of Hughes Class C Common Stock in exchange for all of the outstanding shares of GM Class H Common Stock in accordance with the GM Certificate of Incorporation, as amended in connection with the Hughes Recapitalization, and the GM Class H Common Stock will be redeemed and canceled, (ii) in connection therewith, GM shall distribute to holders of record of GM's Series H 6.25% Automatically Convertible Preference Stock, par value \$0.10 per share (the "GM Series H Preference Stock"), shares of Preference Stock, par value \$0.10 per share, of Hughes (the "Hughes Preference Stock"), in exchange for all of the outstanding shares of GM Series H Preference Stock in accordance with the Certificate of Designations relating to the GM Series H Preference Stock and the GM Series H Preference Stock will be canceled, and (iii) GM shall, subject to Section 5.2(h) of this Agreement, either retain, or, immediately following the redemption of shares of GM Class H Common Stock in exchange for shares of Hughes Class C Common Stock as described in clause (i) above, distribute by means of a dividend to the holders of record of GM's Common Stock, par value \$1-2/3 per share (the "GM \$1-2/3 Common Stock"), in respect of all outstanding shares of GM \$1- 2/3 Common Stock, the remaining shares of Hughes Class C Common Stock held by GM and not previously distributed to the holders of record of GM Class H Common Stock, in each case as provided in this Agreement (the transactions described in clauses (i) through (iii) above being referred to herein collectively as the "Spin-Off"); and

WHEREAS, consummation of the Hughes Recapitalization and the Spin-Off is conditioned on, among other things, the approval by the holders of a majority of the outstanding shares of GM \$1-2/3 Common Stock and GM Class H Common Stock, each voting as a separate class and both voting together as a single class based on their respective per share voting power, of this Agreement, the GM/Hughes Separation Agreement and the transactions contemplated hereby and thereby, including the GM Charter Amendment (as defined below), the Hughes Recapitalization and the Spin-Off (collectively, the "GM Transactions"); and

WHEREAS, a certain lender has delivered a commitment letter to Hughes and EchoStar pursuant to which it has committed to lend to Hughes or the Surviving Corporation (as defined in the Merger Agreement) up to Five Billion Five Hundred Twenty Five Million Dollars

(\$5,525,000,000.00) for the purpose of financing the Recapitalization Amount (as defined in the GM/Hughes Separation Agreement), refinancing certain outstanding indebtedness in connection with the consummation of the Merger and financing the combined business of Hughes and EchoStar following the Merger (the "Merger Financing") on the terms set forth in the commitment letter attached hereto as Exhibit B or in any similar commitment or financing letter or other agreement replacing, and having substantially the same effect as, such commitment letter and reasonably acceptable to Hughes (in either case, the "Merger Commitment Letter"); and

WHEREAS, GM, Hughes, EchoStar and The Samburu Warrior Revocable Trust, a trust as to which Charles W. Ergen is the sole trustee (the "EchoStar Controlling Stockholder"), are concurrently entering into that certain Supplemental Agreement & Guaranty (the "Supplemental Agreement"), in the form attached hereto as Exhibit C, relating to the commitment of EchoStar to use its best efforts to assist Deutsche Bank, A.G., New York, in obtaining commitments from nationally recognized banking institutions to provide for an additional amount of financing such that the aggregate amount of financing to be obtained pursuant to the Merger Financing (including financing arranged pursuant to any co-arrangements with co-arrangers as contemplated by the provisions of the Merger Commitment Letter) shall be in the amount of at least Five Billion Five Hundred Twenty Five Million Dollars (\$5,525,000,000.00), and, in connection therewith, the EchoStar Controlling Stockholder has pledged certain shares of EchoStar stock to GM pursuant to that certain Pledge Agreement (the "Pledge Agreement"), executed by the EchoStar Controlling Stockholder and GM concurrently with the Supplemental Agreement, in the form attached hereto as Exhibit D; and

WHEREAS, the Merger Financing will be consummated (i) in accordance with one or more credit agreements (collectively, the "Merger Financing Agreement") to be entered into by and among Hughes, EchoStar and the lenders parties thereto as soon as reasonably practicable following the date hereof based on the terms set forth in the Merger Commitment Letter and/or (ii) with the proceeds from one or more private placements or public offerings of debt or equity securities of EchoStar as contemplated herein; and

WHEREAS, pursuant to the Merger Commitment Letter, a certain lender has committed to lend to EchoStar up to One Billion Nine Hundred Million Dollars (\$1,900,000,000.00) for the purpose of consummating the PanAmSat Stock Sale (the "PanAmSat Purchase Financing"); and

WHEREAS, the PanAmSat Purchase Financing will be consummated (i) in accordance with a credit agreement (the "PanAmSat Financing Agreement") to be entered into by and among EchoStar and the lenders parties thereto as soon as reasonably practicable following the date hereof based on the terms set forth in the Merger Commitment Letter and/or (ii) with proceeds from one or more private placements or public offerings of debt or equity securities of EchoStar as contemplated herein; and

WHEREAS, the EchoStar Controlling Stockholder, acting by written consent immediately after the execution of the Merger Agreement, shall have executed and delivered to EchoStar a written consent as the controlling stockholder of EchoStar (the "EchoStar Stockholder Consent"), in the form attached hereto as Exhibit E, adopting and approving the Merger Agreement, and, as a result of the EchoStar Stockholder Consent, no further approval of the Merger Agreement by the EchoStar Board of Directors or the EchoStar stockholders will be required in order to consummate the Merger; and

WHEREAS, the Hughes Recapitalization will occur pursuant to the Separation Agreement (the "GM/Hughes Separation Agreement") entered into by and between GM and Hughes concurrently with the execution and delivery of this Agreement, in the form attached hereto as Exhibit F, and certain other matters relating to the separation of Hughes from GM will be implemented pursuant to certain other agreements contemplated therein, including (i) the GM/Hughes Tax Agreements (as defined in the GM/Hughes Separation Agreement) previously entered into by and among GM, Hughes and certain other parties thereto or entered into by and between GM and Hughes concurrently with the execution and delivery of this Agreement, as applicable, and (ii) the Intellectual Property Agreement (the "GM/Hughes Intellectual Property Agreement") entered into by and between GM and Hughes concurrently with the execution and delivery of this Agreement, in the form attached as Exhibit A to the GM/Hughes Separation Agreement; and

WHEREAS, the Spin-Off will occur as contemplated by this Agreement; and

WHEREAS, immediately after the Spin-Off and subject to satisfaction of the conditions precedent thereto, the Merger will occur pursuant to an Agreement and Plan of Merger (the "Merger Agreement") entered into by and among EchoStar and Hughes concurrently with the execution and delivery of this Agreement, in the form attached hereto as Exhibit G; and

WHEREAS, the parties intend the Spin-Off to qualify as a distribution of Hughes stock to GM stockholders with respect to which no gain or loss will be recognized pursuant to Section 355 and related provisions of the Internal Revenue Code of 1986, as amended, together with the rules and regulations promulgated thereunder (the "Code"), by GM, Hughes and their respective stockholders; and

WHEREAS, the parties intend the Merger to qualify as a reorganization described in Section 368(a) of the Code; and

WHEREAS, (i) the respective Boards of Directors of GM, Hughes, and EchoStar have determined that the Merger is advisable, desirable and in the best interests of their respective stockholders, (ii) the respective Boards of Directors of Hughes and EchoStar have approved the Merger Agreement and the other agreements referred to therein to which each is a party, as

applicable, (iii) the respective Boards of Directors of GM, Hughes and EchoStar have approved this Agreement and the other agreements referred to herein to which each is a party, as applicable, (iv) the respective Boards of Directors of GM and Hughes have approved the Implementation Agreement and the GM/Hughes Separation Agreement and the other agreements referred to therein to which each is a party, (v) the Board of Directors of GM has approved the GM Transactions, including the GM Charter Amendment, and has determined, subject to its fiduciary duties under Applicable Law (as defined below), to recommend that its stockholders approve and adopt the GM Transactions as contemplated herein, (vi) the Board of Directors of Hughes has recommended that its stockholders approve and adopt the Merger Agreement and GM shall have, in its capacity as the sole stockholder of Hughes, at a meeting to be held after the execution of the Merger Agreement, adopted and approved the Merger Agreement, (vii) the Board of Directors of EchoStar has recommended that its stockholders approve and adopt the Merger Agreement and the EchoStar Controlling Stockholder shall have, in his capacity as controlling stockholder of EchoStar, acting by written consent immediately after the execution of the Merger Agreement, adopted and approved the Merger Agreement such that the EchoStar Stockholder Approval (as defined in the Merger Agreement) shall have been obtained, and (viii) the Board of Directors of Hughes has approved the Hughes Charter Amendments (as defined below) and GM shall have, in its capacity as the sole stockholder of Hughes, at a meeting to be held immediately after the execution of this Agreement, adopted and approved the amendment of the Hughes Certificate of Incorporation constituting a part of the Hughes Charter Amendments;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE 1

THE GM TRANSACTIONS

Section 1.1. GM Board Approval of the GM Transactions. GM's Board of Directors, at a meeting duly convened and held on October 28, 2001, (a) determined that, as of such date, the execution, delivery and performance of this Agreement by GM and the consummation of the transactions contemplated hereby would be advisable, desirable and in the best interests of GM and its stockholders and that, as of such date, consummation of the GM Transactions would be fair to the holders of GM \$1-2/3 Common Stock and the holders of GM Class H Common Stock; (b) approved this Agreement and the transactions contemplated hereby; and (c) determined, subject to its fiduciary duties under Applicable Law, to recommend the GM Transactions as fair to the holders of GM \$1-2/3 Common Stock and the holders of GM Class H Common Stock and to recommend and submit the GM Transactions for their approval. In connection with this determination, each of

Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bear, Stearns & Co. Inc. (the "GM Financial Advisors") has provided its written opinion, dated as of such date and addressed to the Board of Directors of GM (the "GM Financial Advisor Fairness Opinions"), to the effect that, as of such date and taking into account all relevant financial aspects of the GM Transactions and the Merger (together, the "Transactions") and certain other related transactions, taken as a whole, the consideration to be provided to GM and its subsidiaries and to the holders of GM \$1-2/3 Common Stock (if applicable) and the holders of GM Class H Common Stock in the GM Transactions is fair, from a financial point of view, to the holders of GM \$1-2/3 Common Stock and the holders of GM Class H Common Stock. In addition, each of Goldman, Sachs & Co. and Credit Suisse First Boston Corporation (the "Hughes Financial Advisors") has provided its written opinion, dated as of such date and addressed to the Board of Directors of GM and to the Board of Directors of Hughes, to the effect that, as of such date and based on market conditions at such time, the exchange ratios contemplated by the Merger Agreement are fair, from a financial point of view, to the holders of Hughes Class C Common Stock immediately prior to the Merger, including GM and the holders of GM 1-2/3 Common Stock and GM Class H Common Stock, as applicable.

Section 1.2. GM Stockholder Approval of the GM Transactions.

(a) GM's Obligations Relating to the Stockholder Approval Process. In addition to the obligations of GM and Hughes set forth in Section 5.1(g) below with respect to the preparation and filing of the Spin-Off/Merger Registration Statement (as defined below), subject in all cases to the other provisions of this Section 1.2 and to Section 1.3 below, GM shall, at such times as it shall reasonably determine, consistent with its obligations under Section 5.1 below, following the satisfaction or waiver of each and all of the conditions set forth in Section 1.3 below:

(i) take all other action, in accordance with the U.S. federal securities laws, the Delaware General Corporation Law (as amended from time to time, the "DGCL"), all other Applicable Law, its certificate of incorporation, its bylaws and the policy statement of its Board of Directors regarding certain capital stock matters (a copy of which has been heretofore provided to EchoStar) (the "GM Board Policy Statement"), necessary to present the GM Charter Amendment, the Hughes Recapitalization and all other aspects of the GM Transactions, including the Spin-Off, to the holders of GM \$1-2/3 Common Stock and GM Class H Common Stock for their consideration and in order to seek the Requisite Stockholder Approval (as defined below) of the GM Transactions;

(ii) include in a proxy statement or consent solicitation statement of GM to be distributed to GM's common stockholders in connection with the GM Transactions (as amended and supplemented from time to time, the "GM Proxy/Consent Solicitation Statement") the recommendation of its Board of Directors in favor of the GM Transactions;

(iii) mail the GM Proxy/Consent Solicitation Statement to its common stockholders (the date on which such mailing is commenced being referred to herein as the "Mailing Date"); and

(iv) use commercially reasonable efforts, in accordance with the U.S. federal securities laws, the DGCL and all other Applicable Law, to solicit from its common stockholders entitled to vote thereon, as determined by GM in its sole and absolute discretion, either (A) proxies to be voted at a stockholders meeting or (B) written consents to be obtained in connection with a consent solicitation, in each case sufficient under Applicable Law to constitute the Requisite Stockholder Approval of the GM Transactions.

(b) Non-Recommendation Determination. If GM's Board of Directors shall have determined, in good faith and upon advice of legal counsel, that, in accordance with its fiduciary duties under Applicable Law, either (i) it cannot or will not be able to recommend the GM Transactions to its common stockholders for their approval or (ii) after having recommended to its common stockholders approval of the GM Transactions, it is required to withdraw, revoke or modify in any adverse manner such recommendation (in either case, a "Non-Recommendation Determination"), GM shall promptly provide written notice thereof to EchoStar (a "Notice of Non-Recommendation"), in which event GM shall not be required to take or continue any of the actions set forth in Section 1.2, and, subject to Section 1.2(c) and Section 1.2(e), the provisions of Sections 7.1(c)(viii) and 7.1(d)(vi) of the Merger Agreement shall apply.

(c) Notice of Proposed Mailing. At any time after delivering a Notice of Non-Recommendation that has not been withdrawn pursuant to Section 1.2(e), GM may deliver a written notice to EchoStar that GM proposes to mail the GM Proxy/Consent Solicitation Statement and submit the GM Transactions to its common stockholders for their consideration notwithstanding such Non-Recommendation Determination (a "Notice of Proposed Mailing"); provided, that GM shall not deliver a Notice of Proposed Mailing unless GM shall have determined, in good faith and upon advice of legal counsel, that taking into account such Non-Recommendation Determination and the fiduciary duties of its Board of Directors under Applicable Law, (A) GM is authorized under the DGCL to mail the GM Proxy/Consent Solicitation Statement and submit the GM Transactions to its common stockholders and (B) the receipt of the Requisite Stockholder Approval (if received) would result in the GM Transactions being duly authorized by all necessary corporate action on the part of GM. In the event that GM delivers a Notice of Proposed Mailing, the provisions of Sections 7.1(c)(viii) and 7.1(d)(vi), as the case may be, of the Merger Agreement shall, commencing five (5) Business Days (as defined below) after such delivery, no longer apply as a result of such Notice of Non-Recommendation and the parties' right to terminate the Merger Agreement pursuant to Sections 7.1(c)(viii) and 7.1(d)(vi), as the case may be, thereof as a result of such Notice of Non-Recommendation shall terminate, in which case GM shall be required to mail the GM Proxy/Consent Solicitation Statement and submit the GM Transactions to its common stockholders in accordance with Section 1.2(a) notwithstanding such Non-Recommendation Determination; provided, that the

GM Proxy/Consent Solicitation Statement may in such event include a recommendation that GM's common stockholders reject the GM Transactions (or no recommendation with respect to the GM Transactions) and such additional disclosure relating to the Non-Recommendation Determination as may be required in order to avoid the misstatement of a material fact or the omission of a material fact necessary to make the statements therein not misleading or as otherwise may be required in accordance with Applicable Law.

(d) Request for Confirmation. In the event that the conditions set forth in Sections 1.3(a), (c) and (d) have been satisfied for not less than ten (10) Business Days, and continue to be satisfied, but GM shall not have commenced the mailing of the GM Proxy/Consent Solicitation Statement, EchoStar may from time to time make a written request (a "Confirmation Request") that GM confirm in writing (a "Confirmation") that, as of the date of such Confirmation, GM's Board of Directors continues to recommend the GM Transactions and has a good faith intention and is prepared to submit the GM Transactions to GM's common stockholders in accordance with Section 1.2(a), and continues to take all actions in accordance with Section 5.1(a) in furtherance thereof, and is in compliance with Section 5.1(j); provided, that EchoStar may not make any Confirmation Request within ten (10) Business Days after it has received a Confirmation. If EchoStar delivers a Confirmation Request to GM in accordance with the preceding sentence, then either (i) GM shall provide a Confirmation to EchoStar within five (5) Business Days following its receipt of the Confirmation Request (a "Confirmation Period") or (ii) in the event that GM fails to provide a Confirmation to EchoStar within the applicable Confirmation Period, GM shall be deemed to have delivered a Notice of Non-Recommendation as of the end of such Confirmation Period and the provisions of Section 7.1(d)(vi) of the Merger Agreement shall apply.

(e) Withdrawal of Notice of Non-Recommendation. At any time after delivering a Notice of Non-Recommendation pursuant to Section 1.2(b) hereof, GM may deliver a written notice to EchoStar that the GM Board of Directors has determined to recommend the GM Transactions to its common stockholders for their approval and to withdraw the Notice of Non-Recommendation (a "Withdrawal Notice"). In the event that GM delivers a Withdrawal Notice, commencing five (5) Business Days after such delivery, the provisions of Sections 7.1(c)(viii) and 7.1(d)(vi) of the Merger Agreement shall no longer apply as a result of such Notice of Non-Recommendation and the parties' rights to terminate the Merger Agreement pursuant to Sections 7.1(c)(viii) and 7.1(d)(vi), as the case may be, thereof as a result of such Notice of Non-Recommendation shall terminate, in which case GM shall be required to mail the GM Proxy/Consent Solicitation Statement and submit the GM Transactions to its common stockholders in accordance with Section 1.2(a) notwithstanding such Non-Recommendation Determination.

Section 1.3. Conditions to GM's Obligations Relating to the Stockholder Approval Process. GM's obligation to take the actions set forth in Section 1.2 above is subject to the satisfaction of each and all of the following conditions (any of which, other than the condition set

forth in Section 1.3(a), may be waived in whole or in part by GM, in its sole and absolute discretion, after consultation with EchoStar):

(a) the U.S. Securities and Exchange Commission (the "SEC") shall have declared the Spin-Off/Merger Registration Statement effective, all other required approvals and clearances of the Spin-Off/Merger Registration Statement and the GM Proxy/Consent Solicitation Statement shall have been received from the SEC and no stop order suspending the effectiveness of the Spin-Off/Merger Registration Statement shall be in effect and no similar restraining order shall have been entered or threatened by the SEC with respect to the Transactions;

(b) all applicable material state and foreign blue sky or securities permits or approvals required to mail the GM Proxy/Consent Solicitation Statement and take the other actions set forth in Section 1.2 above shall have been received in accordance with Applicable Law and no restraining order shall have been entered or threatened by any state securities administrator or any foreign securities administrator with respect to the Transactions;

(c) GM shall have received the Ruling (as defined in the GM/Hughes Separation Agreement); and

(d) the Merger Financing Agreement shall have been executed and shall be in full force and effect, and none of the agent banks thereunder shall have notified Hughes or EchoStar in writing that the transactions contemplated by the Merger Financing Agreement are not reasonably likely to be consummated prior to the date set forth in Section 7.1(b)(ii) of the Merger Agreement (any such notification, an "Adverse Notification") such that there is a material risk that the Merger Financing will not be available at or immediately prior to the Spin-Off Effective Time.

Section 1.4. Spin-Off of Hughes from GM.

(a) Subject to the consummation by GM and Hughes of the Hughes Recapitalization in accordance with the terms and conditions of the GM/Hughes Separation Agreement, including the receipt by GM of all of the dividend distributions contemplated by Section 1.1(a) of the GM/Hughes Separation Agreement in an amount equal to the Recapitalization Amount, the parties agree that, immediately following the consummation of the Hughes Recapitalization and immediately prior to the Merger, GM and Hughes shall promptly take all actions within their control legally required to effect (i) the Hughes Class C Common Stock Exchange (as defined below) and (ii) provided that the GM Series H Preference Stock shall not have been previously converted, redeemed or otherwise canceled pursuant to the Certificate of Designations relating to the GM Series H Preference Stock, substantially concurrently therewith, the Greater Spinco Preference Share Exchange (as defined below).

(b) For the purposes of this Agreement, the following terms shall have the following meanings:

(i) "GM Notional Shares" means the aggregate number determined by the Board of Directors of GM, in good faith and in accordance with the provisions of the succeeding sentence, to be the aggregate number of notional shares representing GM's retained economic interest in Hughes. The aggregate number of GM Notional Shares shall be calculated, as of any particular time, by subtracting (A) the number of shares of GM Class H Common Stock issued and outstanding as of such time from (B) the Denominator determined by the Board of Directors of GM as of such point in time rather than as an average with respect to any accounting period. Promptly following any determination by the Board of Directors of GM of the aggregate number of GM Notional Shares pursuant to this Agreement, GM shall provide written notice thereof to EchoStar (which notice shall include the computation thereof);

(ii) "Greater Spinco Preference Share Exchange" means the distribution by GM to the holders of the GM Series H Preference Stock of shares of Hughes Preference Stock having all of the rights, features and other attributes of Greater Spinco Preference Shares (as defined below), such that all of the outstanding shares of GM Series H Preference Stock shall be canceled in accordance with the terms of the GM Certificate of Incorporation, including the Certificate of Designations relating to the GM Series H Preference Stock;

(iii) "Greater Spinco Preference Shares" shall have the meaning set forth in Section 6(iii)(d)(II) of the Certificate of Designations relating to the GM Series H Preference Stock constituting part of the GM Certificate of Incorporation;

(iv) "Hughes Class C Common Stock Exchange" means (A) the pro rata distribution to the holders of GM Class H Common Stock of shares of Hughes Class C Common Stock representing their proportionate economic interest in Hughes in exchange for all of the outstanding shares of GM Class H Common Stock (i.e., the distribution of one share of Hughes Class C Common Stock in exchange for each outstanding share of GM Class H Common Stock) such that all of the outstanding shares of GM Class H Common Stock shall be redeemed and canceled in accordance with the terms of the GM Certificate of Incorporation, as amended pursuant to the GM Charter Amendment, and (B) in the event that the number of shares of Hughes Class C Common Stock that would be issuable in order to represent the GM Notional Shares determined as of immediately prior to the Spin-Off Effective Time (and after giving effect to the adjustment to the Denominator in connection with the Hughes Recapitalization as contemplated by Section 1.1(b) of the GM/Hughes Separation Agreement) is greater than zero, the retention by GM, or, immediately following the redemption of shares of GM Class H Common Stock in exchange for shares of Hughes Class C Common Stock as described in clause (A) above, the distribution by GM by means of a dividend to the holders of GM $\$1\text{-}2/3$ Common Stock, of all or a portion of the remaining shares of

Hughes Class C Common Stock held by GM as of such time, as contemplated by Section 5.2(h) below; and

(v) "Spin-Off Effective Time" means the effective time of the Hughes Class C Common Stock Exchange in accordance with the GM Certificate of Incorporation, as amended pursuant to the GM Charter Amendment and Applicable Law.

Section 1.5. Effects of the Spin-Off. From and after the Spin-Off Effective Time, the Spin-Off shall have the effects specified in DGCL Sections 151 and 173 (as applicable) and set forth in this Agreement.

(a) Exchange of Hughes Class C Common Stock for GM Class H Common Stock. At and as of the Spin-Off Effective Time, by virtue of the Spin-Off and without any action on the part of GM, Hughes, any holder of capital stock of GM or any other Person (as defined below), (i) for all purposes of determining the record holders of Hughes Class C Common Stock, the holders of record of GM Class H Common Stock as of immediately prior to the Spin-Off Effective Time shall be deemed to be holders of the shares of Hughes Class C Common Stock distributed to such holders pursuant to the Hughes Class C Common Stock Exchange and (ii) subject to any transfer of such stock, each such holder shall be entitled to receive all dividends payable on, and exercise voting rights and all other rights and privileges with respect to, the shares of Hughes Class C Common Stock distributed to such holder pursuant to the Hughes Class C Common Stock Exchange.

(b) Distribution With Respect to GM \$1-2/3 Common Stock. In the event that GM effects the Remaining Shares Distribution (as defined below and as contemplated by Section 5.2(h) of this Agreement), then, at and as of the Spin-Off Effective Time, by virtue of the Spin-Off and without any action on the part of GM, Hughes, any holder of capital stock of GM or any other Person, (i) for all purposes of determining the record holders of Hughes Class C Common Stock, the holders of record of GM \$1-2/3 Common Stock as of immediately prior to the Spin-Off Effective Time shall be deemed to be holders of the shares of Hughes Class C Common Stock distributed to such holders pursuant to the Hughes Class C Common Stock Exchange and (ii) subject to any transfer of such stock, each such holder shall be entitled to receive all dividends payable on, and exercise voting rights and all other rights and privileges with respect to, the shares of Hughes Class C Common Stock distributed to such holder pursuant to the Hughes Class C Common Stock Exchange.

(c) Exchange of Greater Spinco Preference Shares for GM Series H Preference Stock. In accordance with the terms of the GM Certificate of Incorporation, including the Certificate of Designations relating to the GM Series H Preference Stock, GM shall, provided that the GM Series H Preference Stock shall not have been previously converted, redeemed or otherwise canceled pursuant to the Certificate of Designations relating to the GM Series H Preference Stock, pursuant

to the Greater Spinco Preference Share Exchange, make a distribution to the holders of the GM Series H Preference Stock of Hughes Preference Stock having all of the rights, features and other attributes of Greater Spinco Preference Shares such that all of the outstanding shares of GM Series H Preference Stock shall be canceled. At and as of the Spin-Off Effective Time, by virtue of the Spin-Off and without any action on the part of GM, Hughes, any holder of capital stock of GM or any other Person, (i) for all purposes of determining the record holders of Hughes Preference Stock, the holders of record of GM Series H Preference Stock as of immediately prior to the Spin-Off Effective Time shall be deemed to be holders of Hughes Preference Stock distributed to such holders pursuant to the Greater Spinco Preference Share Exchange and (ii) subject to any transfer of such stock, each such holder shall be entitled to receive all dividends payable on, and exercise voting rights and all other rights and privileges with respect to, Hughes Preference Stock distributed to such holder pursuant to the Greater Spinco Preference Share Exchange.

(d) Treasury Shares. At and as of the Spin-Off Effective Time, by virtue of the Spin-Off, without any action on the part of GM, Hughes, any holder of capital stock of GM or any other Person, each share of GM Class H Common Stock owned by GM as of immediately prior to the Spin-Off Effective Time shall be canceled and retired, and no payment or distributions shall be made in respect thereof.

Section 1.6. Cooperation of Transfer Agents; Stockholder Records; GM Class H Common Stock Certificates.

(a) Cooperation. GM shall cooperate, and shall instruct Fleet National Bank, N.A., in its capacity as the transfer agent for the GM Class H Common Stock (the "GM Transfer Agent"), to cooperate fully with Hughes and the transfer agent for the Hughes Class C Common Stock (the "Hughes Transfer Agent"), and Hughes shall cooperate, and shall instruct the Hughes Transfer Agent to cooperate fully with GM and the GM Transfer Agent in connection with the Spin-Off and all related matters, including those matters relating to (i) the issuance and delivery of certificates representing, or other evidence of ownership of (any such instruments, "Certificates"), the shares of Hughes Class C Common Stock to be distributed in exchange for all of the shares of GM Class H Common Stock outstanding as of immediately prior to the Spin-Off Effective Time as described in Section 1.5(a) above, (ii) the issuance and delivery of Certificates evidencing the shares of Hughes Class C Common Stock to be retained by GM, if any, and/or distributed to holders of GM $\$1\frac{2}{3}$ Common Stock as described in Section 1.5(b) above, and (iii) the issuance and delivery of Certificates evidencing the shares of Hughes Preference Stock to be distributed in exchange for all of the shares of GM Series H Preference Stock outstanding as of immediately prior to the Spin-Off Effective Time as described in Section 1.5(c) above. GM and Hughes shall jointly instruct the GM Transfer Agent and the Hughes Transfer Agent to cooperate with each other such that the Hughes Transfer Agent shall distribute letters of transmittal, in form reasonably satisfactory to each of GM and Hughes, to all holders of GM Class H Common Stock and GM Series H Preference Stock as of immediately prior to the Spin-Off Effective Time in connection with the exchange of Certificates

evidencing shares of GM Class H Common Stock and GM Series H Preference Stock for Certificates evidencing shares of Hughes Class C Common Stock and Hughes Preference Stock, respectively.

(b) Following the Spin-Off Effective Time, GM shall instruct the GM Transfer Agent to deliver to the Hughes Transfer Agent true, correct and complete copies of the transfer records reflecting the record holders of GM Class H Common Stock and GM Series H Preference Stock, in each case as of immediately prior to the Spin-Off Effective Time. Upon the reasonable request of Hughes from time to time after the Spin-Off Effective Time in connection with any legitimate corporate purpose, GM shall cooperate, and shall instruct the GM Transfer Agent to cooperate, in providing Hughes reasonable access to all historical share, transfer and dividend payment records with respect to the holders of GM Class H Common Stock and GM Series H Preference Stock as of immediately prior to the Spin-Off Effective Time.

(c) Return or Destruction of GM Class H Common Stock Certificates. GM and Hughes shall use commercially reasonable efforts to enter into an agreement with the Hughes Transfer Agent relating to the exchange of Certificates of Hughes Class C Common Stock for Certificates of GM Class H Common Stock in connection with the Spin-Off, which shall include provisions reasonably satisfactory to GM and Hughes generally to the effect that following such time as any Certificates of GM Class H Common Stock are surrendered to the Hughes Transfer Agent for cancellation, Hughes shall use commercially reasonable efforts to cause the Hughes Transfer Agent to certify as to their destruction or promptly deliver such Certificates of GM Class H Common Stock to GM, as may be requested by GM.

Section 1.7. Closing of Transfer Records. From and after the Spin-Off Effective Time, transfers of shares of GM Class H Common Stock or GM Series H Preference Stock outstanding prior to the Spin-Off Effective Time shall not be made on the stock transfer books of GM.

Section 1.8. Cancellation. From and after the Spin-Off Effective Time, (a) each holder of a Certificate or Certificates formerly representing shares of GM Class H Common Stock will thereafter cease to have any rights with respect to such shares, and such Certificates will represent the shares of Hughes Class C Common Stock distributed in the Spin-Off and (b) each holder of Certificates formerly representing shares of GM Series H Preference Stock will thereafter cease to have any rights with respect to such shares, and such Certificates will represent the Greater Spinco Preference Shares distributed in the Spin-Off.

Section 1.9. Treatment of Stock Options, LTAP Awards and Restricted Stock Units.

(a) Prior to the Spin-Off Effective Time, in order to preserve the economic interest and cost to exercise with respect to each employee stock option to purchase GM Class H Common Stock, GM and Hughes shall take all such actions as may be necessary to cause each such unexpired and unexercised option, whether or not vested or exercisable, under stock option plans of GM or Hughes with respect to GM Class H Common Stock (each, an "Option") to be automatically converted at the Spin-Off Effective Time into an option (an "Exchange Option") to purchase, on the same terms and conditions as were applicable to each such Option immediately before the Spin-Off Effective Time, (i) the same number of shares of Hughes Class C Common Stock as the holder of such Option would have been entitled to purchase had such holder exercised each such Option in full immediately prior to the Spin-Off Effective Time and (ii) at a price per share equal to the per share exercise price for the Option immediately prior to the Spin-Off Effective Time; provided, however, that in the case of any Option to which Section 421 of the Code applies by reason of its qualification under Section 422 of the Code, the conversion formula shall be adjusted, if necessary, to comply with Section 424(a) of the Code. In connection with the issuance of Exchange Options, Hughes shall (i) reserve for issuance the number of shares of Hughes Class C Common Stock that will become subject to Exchange Options pursuant to this Section 1.9 and (ii) from and after the Spin-Off Effective Time, upon exercise of Exchange Options, make available for issuance all shares of Hughes Class C Common Stock covered thereby, subject to the terms and conditions applicable thereto.

(b) Prior to the Spin-Off Effective Time, in order to preserve the economic interest and cost to fund with respect to the Hughes Long-Term Achievement Plan (the "LTAP"), GM and Hughes shall take all such actions as may be necessary to cause, effective as of the Spin-Off Effective Time, (i) any portion of a payment under the LTAP which is payable in shares of GM Class H Common Stock to be payable in the same number of shares of Hughes Class C Common Stock (and not shares of GM Class H Common Stock), and (ii) any portion of a payment under the LTAP which is payable in shares of GM $\$1\text{-}2/3$ Common Stock to be payable in a number of shares of Hughes Class C Common Stock (and not shares of GM $\$1\text{-}2/3$ Common Stock) determined pursuant to the following formula: the number of shares of GM $\$1\text{-}2/3$ Common Stock that would otherwise be payable shall be multiplied by the ratio of (x) the average of the daily high and low trading prices of a share of GM $\$1\text{-}2/3$ Common Stock on the New York Stock Exchange ("NYSE") as quoted by a publicly available stock quotation service for the three (3) stock trading days ending on and including the fifth trading day before the date on which the Spin-Off Effective Time occurs, divided by (y) the average of the daily high and low trading prices of a share of GM Class H Common Stock on the NYSE as quoted by a publicly available stock quotation service for the three (3) stock trading days ending on and including the fifth trading day before the date on which the Spin-Off Effective Time occurs; provided, that any fractional share of Hughes Class C Common Stock payable in accordance with the calculation set forth in clause (ii) of this Section 1.9(b) shall be rounded to the nearest whole share of Hughes Class C Common Stock; provided, further, that any payment under the LTAP which will become payable in shares of Hughes Class C Common Stock pursuant to this Section 1.9(b) shall be payable on the same terms and conditions as were applicable

to such payment immediately before the date of this Agreement. Hughes shall (i) reserve for issuance the number of shares of Hughes Class C Common Stock that will become payable under the LTAP pursuant to this Section 1.9 and (ii) from and after the Spin-Off Effective Time, with respect to any payment under the LTAP which is payable in shares of Hughes Class C Common Stock, make available for issuance all such shares of Hughes Class C Common Stock, subject to the terms and conditions applicable thereto.

(c) Restricted stock units with respect to GM Class H Common Stock and other incentive compensation awards payable in, or determined by reference to, shares of GM Class H Common Stock will be converted into an equal number of restricted stock units (or incentive compensation awards) with respect to Hughes Class C Common Stock.

(d) If and to the extent required by the terms of the LTAP, any awards under the LTAP, any applicable stock option plan or pursuant to the terms of any applicable Options or restricted stock units (or incentive compensation awards), GM and Hughes shall use commercially reasonable efforts to obtain the consent of each holder of outstanding Options or restricted stock units (or incentive compensation awards) to the treatment of such Options and restricted stock units (or incentive compensation awards), and such rights to payment under the LTAP, in accordance with this Section 1.9.

(e) Prior to the Spin-Off Effective Time, the Board of Directors of GM or an appropriate committee of non-employee directors thereof, or the Board of Directors of Hughes or an appropriate committee of non-employee directors thereof, as applicable, shall adopt a resolution consistent with the interpretive guidance of the SEC, so that the disposition of each Option and the acquisition of any shares of Hughes Class C Common Stock, any Exchange Options or any other equity securities or derivative securities of Hughes pursuant to this Agreement by each officer or director of GM or Hughes who may become subject to Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"), with respect to Hughes, shall be exempt for purposes of Section 16 of the Exchange Act.

(f) GM and Hughes shall take all such actions as may be necessary to prevent Options, interests in the LTAP, restricted stock units with respect to GM Class H Common Stock and other incentive compensation awards from being adjusted to change the number of shares or the purchase price of shares with respect to such awards (or triggering a payment obligation to such holders) as a result of the Hughes Recapitalization.

(g) Hughes shall not be obligated to deliver GM Class H Common Stock or Hughes Class A Common Stock (or otherwise fund any cost) with respect to the exercise of any Option which is held by an employee of GM or one of its Subsidiaries (other than Hughes and its Subsidiaries).

(h) GM, Hughes and each of Hughes' Subsidiaries (including PanAmSat and DTVLA) shall take all such actions as may be necessary to prevent stock options, restricted stock units or other incentive compensation awards granted to employees of Hughes or any of its Subsidiaries (including PanAmSat and DTVLA) after the signing of this Agreement from vesting or becoming exercisable as a result of, or in connection with, any of the transactions contemplated by this Agreement.

(i) To the extent provided in the Hughes Electronics Corporation Incentive Plan ("Hughes Incentive Plan"), options granted under the Hughes Incentive Plan will terminate upon the consummation of a Change in Control Event, as defined in the Hughes Incentive Plan, unless the GM Committee, as defined in the Hughes Incentive Plan, provides for the assumption, substitution or continuation of the options in accordance with the terms of the Hughes Incentive Plan. In consultation with EchoStar and Hughes, the GM Committee or its delegate (or any successor thereto under the terms of the Hughes Incentive Plan) shall, subject to Applicable Law and with the prior approval of EchoStar, exercise its authority pursuant to the terms of the Hughes Incentive Plan (including Section 7(c)(iii) thereof) to limit the period of exercisability of any stock option held by any employee who terminates employment for any reason after the Closing Date to not more than two years beyond the date of such termination of employment (but in no event beyond the term of the option). With respect to actions which are taken pursuant to this Section 1.9(i) by the GM Committee or its delegate with the approval of EchoStar, (i) neither of the Hughes Indemnitees nor the EchoStar Indemnitees shall be entitled to indemnification under this Agreement from GM and (ii) the GM Indemnitees shall be entitled to indemnification under this Agreement by Hughes and EchoStar.

Section 1.10. GM Charter Amendment. The parties acknowledge that the filing of an appropriate amendment to the GM Certificate of Incorporation, substantially in the form attached as Exhibit H hereto with such additional changes as may be approved by the GM Board of Directors and are required in order to permit the declaration and payment by Hughes of a promissory note to a wholly owned subsidiary of GM (formed as a limited liability company) which shall hold, directly or indirectly, all of GM's interest in Hughes and the net income of which shall be included in the Available Separate Consolidated Net Income of Hughes (as defined in the GM Certificate of Incorporation) as contemplated by the provisions of the GM/Hughes Separation Agreement (the "GM Charter Amendment"), will be required in order to permit the reduction of the Denominator and to permit the Hughes Class C Common Stock Exchange, and that the GM Charter Amendment will be consummated only after obtaining the Requisite Stockholder Approval thereof as contemplated by this Agreement.

Section 1.11. Cooperation; Redemption of Hughes Preferred Stock; Hughes Charter Amendments. Consistent with the terms and conditions of this Agreement, each of GM and Hughes shall, and shall cause its affiliates to, cooperate with the other party in all respects to accomplish the Spin-Off and promptly take, or cause to be taken, any and all actions within its control necessary

under Applicable Law, regulations and agreements in order to consummate and make effective the Spin-Off immediately prior to the Merger Effective Time.

(a) Without limiting the generality of the foregoing, pursuant to Article IV, Section 6(c) of the Amended and Restated Certificate of Incorporation of Hughes, as amended (the "Hughes Certificate of Incorporation"), Hughes shall take all actions within its control necessary to enable it to issue, as of immediately prior to the Spin-Off Effective Time, to GM for distribution to the holder of the GM Series H Preference Stock pursuant to the Greater Spinco Preference Share Exchange an appropriate number of shares of Hughes Preference Stock in redemption of all of the Hughes Series A Preferred Stock, par value \$0.10 per share (the "Hughes Series A Preferred Stock"), such that all of the outstanding shares of GM Series H Preference Stock shall be canceled as of the Spin-Off Effective Time as contemplated by Section 1.8 of this Agreement. The parties acknowledge that such actions, to the extent required to be taken, shall require the filing of an appropriate amendment to the Hughes Certificate of Incorporation.

(b) Each of GM and Hughes shall take all actions within its control legally required such that, as of immediately prior to the Spin-Off Effective Time, the Hughes Certificate of Incorporation shall have been amended and restated (pursuant to one or more amendments in forms to be mutually agreed by the parties hereto prior to the Mailing Date) to (i) authorize the Hughes Class A Common Stock (as defined in the Merger Agreement), the Hughes Class B Common Stock (as defined in the Merger Agreement) and the Hughes Class C Common Stock in accordance with the terms set forth as Exhibit A to the Merger Agreement, (ii) include the Certificate of Designations relating to the Hughes Preference Stock, in the form attached hereto as Exhibit I, (iii) following the redemption of the Hughes Series A Preferred Stock, to eliminate the Hughes Series A Preferred Stock, (iv) to cause Hughes to elect not to be governed by Section 203 of the DGCL, and (v) to authorize the necessary series of capital stock in connection with the adoption of a stockholder rights plan as contemplated by Section 5.1(p) below. Each of GM and Hughes shall take all actions within its control legally required such that, as of immediately prior to the Spin-Off Effective Time, the By-laws of Hughes shall have been amended and restated to read in its entirety as mutually agreed among the parties hereto (as amended and restated, the "Hughes Amended and Restated By-laws", and together with the Hughes Certificate of Incorporation as amended and restated as contemplated herein, the "Hughes Charter Amendments").

Section 1.12. Further Assurances Regarding the GM Transactions. Consistent with the terms and conditions of this Agreement and the GM/Hughes Separation Agreement, each of the parties shall use commercially reasonable efforts (except where a different efforts standard is specifically contemplated by the GM Transaction Agreements (as defined below), the Hughes Transaction Agreements (as defined below) or the EchoStar Transaction Agreements (as defined below), in which case, such different standard shall apply) to promptly take, or cause to be taken, any and all actions, and do, or cause to be done, all things necessary under Applicable Law, regulations and agreements in order to consummate and make effective the GM Transactions,

including the Spin-Off. Without limiting the generality of the foregoing, each of the parties shall cooperate with each other in all respects, and execute and deliver, or use commercially reasonable efforts (except where a different efforts standard is specifically contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements or the EchoStar Transaction Agreements, in which case, such different standard shall apply) to cause to have executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, which shall include appropriate representations, warranties and covenants, and to make all filings with, and to obtain all consents, approvals or authorizations of, any foreign, federal, state or local governmental or regulatory body, agency, instrumentality or authority ("Governmental Authority") which are reasonably requested by the other parties in order to consummate and make effective the GM Transactions, including the Spin-Off.

Section 1.13. Elimination of GM Class H Common Stock from GM Certificate of Incorporation. The parties acknowledge that it is GM's current intention, following the redemption of the outstanding GM Class H Common Stock in connection with the GM Transactions, to amend and restate the GM Certificate of Incorporation to eliminate the GM Class H Common Stock from the GM Certificate of Incorporation. At GM's election, GM may include in the GM Proxy/Consent Solicitation Statement a proposal to GM common stockholders to amend the GM Certificate of Incorporation in accordance with Applicable Law to eliminate the GM Class H Common Stock from the GM Certificate of Incorporation at any time determined by GM in its sole and absolute discretion (provided, that such time shall not be earlier than the time of the consummation of the redemption of the outstanding GM Class H Common Stock and provided, further, that the approval of such proposal by the GM common stockholders shall not be a part of the Requisite Stockholder Approval).

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF GM

In order to induce EchoStar to enter into this Agreement, GM hereby represents and warrants to EchoStar as follows, except as specifically described in GM's annual report on Form 10-K for the fiscal year ended December 31, 2000, GM's quarterly report on Form 10-Q for the fiscal quarter ended June 30, 2001 and all other reports, filings, registration statements and other documents filed by GM with the SEC after June 30, 2001 and prior to the date hereof (as such documents have been amended since the time of their filing and prior to the date hereof), all of which are of public record.

Section 2.1. Organization and Standing. GM is a corporation validly existing and in good standing under the laws of the State of Delaware, with all corporate power to carry on its business as now conducted. GM is duly qualified to do business and is in good standing (to the extent that such concepts or equivalent concepts are recognized in such jurisdictions) in each

jurisdiction in which the nature of the business conducted by it or the property it owns, leases or operates makes such qualification necessary, except where the failure to be so qualified or in good standing in such jurisdiction could not reasonably be expected to have a material adverse impact on GM's ability to consummate the transactions contemplated by the GM Transaction Agreements, a Hughes Material Adverse Effect (as defined in the Merger Agreement) or a material adverse effect on Hughes' ability to consummate the transactions contemplated by the Hughes Transaction Agreements.

Section 2.2. Corporate Power and Authority. GM has (or will have prior to execution thereof) all requisite corporate power and authority to enter into the GM Transaction Agreements and to consummate the transactions contemplated thereby. The execution and delivery of the GM Transaction Agreements by GM, the execution and delivery of the Hughes Transaction Agreements by Hughes, and, subject to the recommendation of the GM Board of Directors in accordance with the provisions of Section 1.2 above and receipt of the Requisite Stockholder Approval, the consummation of the transactions contemplated by the GM Transaction Agreements and the Hughes Transaction Agreements to be effected by GM have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on the part of GM. Each of the GM Transaction Agreements has been (or will be) duly executed and delivered by GM, and, assuming the due authorization, execution and delivery by the other parties thereto, constitutes (or will constitute when executed) the legal, valid and binding obligation of GM, enforceable against GM in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

For the purposes of this Agreement, "GM Transaction Agreements" means this Agreement, the Stockholders Agreement (the "Stockholders Agreement") to be entered into by and among GM, Hughes and the EchoStar Controlling Stockholder concurrently with the execution and delivery of this Agreement, in the form attached hereto as Exhibit J, the Registration Rights Letter Agreement (the "Registration Rights Letter Agreement") to be entered into by and among Hughes, GM, EchoStar, the EchoStar Controlling Stockholder and the GM Pension Plans (as defined below) (or a trustee therefor) concurrently with the execution and delivery of this Agreement, relating to the registration rights term sheet in the form attached hereto as Exhibit K, the GM Registration Rights Agreement to be entered into by and between Hughes and GM as contemplated by the Registration Rights Letter Agreement, the GM/Hughes Separation Agreement, the Supplemental Agreement, the Pledge Agreement, the GM/Hughes Tax Agreements, the GM/Hughes Intellectual Property Agreement, the GM/Hughes Special Employee Items Agreement (as defined in the GM/Hughes Separation Agreement), the Contribution and Transfer Agreement to be entered into by and among GM and the GM Pension Plans concurrently with the execution and delivery of this Agreement and all other agreements contemplated hereby or thereby to which GM is (or will be) a party.

Section 2.3. Conflicts, Consents and Approvals. The execution and delivery by GM of the GM Transaction Agreements, the execution and delivery by Hughes of the Hughes

Transaction Agreements, and the consummation of the transactions contemplated by the GM Transaction Agreements and the Hughes Transaction Agreements will not:

(a) violate any provision of the GM Certificate of Incorporation (after giving effect to the GM Charter Amendment), the bylaws of GM, the GM Board Policy Statement, the Hughes Certificate of Incorporation, the Hughes By-laws (after giving effect to the Hughes Charter Amendments) or the certificate of incorporation or the bylaws of any of Hughes' Subsidiaries;

(b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or both, would constitute a default) under, require the consent of any party under, or entitle any party (with the giving of notice, the passage of time or both) to terminate, accelerate, modify or call a default under, or result in the creation of any liens, pledges, security interests, preemptive rights, charges, restrictions, claims or other encumbrances of any kind or nature (collectively, "Encumbrances") upon any of the properties or assets of GM or any of its Significant Subsidiaries (as defined below), other than Hughes and its Subsidiaries, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, intellectual property or other license, contract, undertaking, agreement, lease or other instrument or obligation to which GM or any of its Significant Subsidiaries (other than Hughes and its Subsidiaries) is a party;

(c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to GM or any of its Significant Subsidiaries (other than Hughes and its Subsidiaries); or

(d) except as contemplated by the GM Transaction Agreements or the Merger Agreement, require any consent or approval of, or registration or filing by GM or any of its Affiliates (other than Hughes and its Subsidiaries) with, any third party or Governmental Authority, other than (i) authorization for listing or quotation of the shares of Hughes Class C Common Stock and Hughes Class A Common Stock to be issued in connection with the Spin-Off and the Merger, as applicable, on the NYSE or the Nasdaq Stock Market ("Nasdaq"), subject to official notice of issuance, (ii) actions required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act"), and any similar laws of foreign jurisdictions, and (iii) registrations or other actions required under federal, state and foreign securities laws as are contemplated by this Agreement;

except in the case of (b), (c) and (d) for any of the foregoing that, in the aggregate, could not reasonably be expected to have a material adverse impact on GM's ability to consummate the transactions contemplated by the GM Transaction Agreements or a Hughes Material Adverse Effect or a material adverse effect on Hughes' ability to consummate the transactions contemplated by the Hughes Transaction Agreements.

(e) For the purposes of this Agreement, the following terms shall have the following meanings:

(i) "Subsidiary", with respect to a Person, means any corporation, limited liability company, partnership, trust or unincorporated organization of which securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation, limited liability company, partnership, trust or unincorporated organization are directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; and

(ii) "Significant Subsidiary" means a Subsidiary of a Person that would constitute a "significant subsidiary" within the meaning of Rule 1-02 of Regulation S-X of the Exchange Act, if such Rule were applicable to such Person.

Section 2.4. Ownership of Hughes Capital Stock. As of the date of this Agreement and through and until immediately prior to the Spin-Off Effective Time (i.e., not giving effect to the Hughes Class C Common Stock Exchange or the Greater Spinco Preference Share Exchange), each outstanding share of Hughes capital stock is and shall be owned by GM, free and clear of all Encumbrances.

Section 2.5. Capitalization; Class H Fraction.

(a) As of the date of this Agreement, GM's authorized capital stock consists of 2,000,000,000 shares of GM \$1-2/3 Common Stock; 3,600,000,000 shares of GM Class H Common Stock; 6,000,000 shares, no par value per share, of Preferred Stock ("GM Preferred Stock"); and 100,000,000 shares, \$0.10 par value per share, of Preference Stock ("GM Preference Stock") of which 2,669,633 shares are designated as GM Series H Preference Stock. As of October 25, 2001, (i) 555,503,649 shares of GM \$1-2/3 Common Stock were issued and outstanding, 200,795,732 shares of GM \$1-2/3 Common Stock were held by GM as treasury shares, 336,512 shares of GM \$1-2/3 Common Stock were reserved for issuance upon exercise of outstanding options and 27,093 shares of GM \$1-2/3 Common Stock were issuable with respect to awards under the LTAP; (ii) 876,982,994 shares of GM Class H Common Stock were issued and outstanding, 81,564,668 shares of GM Class H Common Stock were held by GM as treasury shares, 84,535 shares of GM Class H Common Stock were reserved for issuance upon exercise of outstanding options, 1,048,325 shares of GM Class H Common Stock were issuable with respect to awards under the LTAP and 139,293 shares of GM Class H Common Stock were issuable with respect to restricted stock or restricted stock units; (iii) no shares of GM Preferred Stock were issued and outstanding; and (iv) 2,669,633 shares of GM Series H Preference Stock were issued and outstanding and no shares of GM Series H Preference Stock were held by GM as treasury shares. Each outstanding share of GM capital stock, including the GM Class H Common Stock and the GM Series H Preference Stock, is duly authorized and validly issued, fully paid and nonassessable and has not been issued in violation of any preemptive or similar rights. GM has no authorized or outstanding bonds, debentures, notes or other obligations or securities, the holders of which have the right to vote with the stockholders of GM on any matter.

(b) Other than the GM Series H Preference Stock, any shares of GM Class H Common Stock to be issued pursuant to any GM Debt/Equity Exchange, as contemplated by the Merger Agreement or as set forth in Section 2.5(b) of the disclosure schedule delivered by GM to EchoStar and dated as of the date of this Agreement (the "GM Disclosure Schedule"), there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale or transfer of any GM Class H Common Stock, nor are there outstanding any securities which are convertible into or exchangeable for any shares of GM Class H Common Stock and, except as expressly provided by the GM Transaction Agreements, GM has no obligation of any kind to issue any additional shares of GM Class H Common Stock or to pay for shares of GM Class H Common Stock. The issuance and sale of all of the shares of capital stock described in this Section 2.5, including the GM Class H Common Stock and the GM Series H Preference Stock, have been in compliance with federal and state securities laws. Section 2.5(b) of the GM Disclosure Schedule accurately sets forth the number of shares of GM Class H Common Stock issuable upon exercise of options to purchase shares of GM Class H Common Stock, and the exercise prices with respect thereto, along with a list of the options

to purchase shares of GM Class H Common Stock held by each corporate officer of GM and Hughes. Other than (i) the Restated Registration Rights Agreement, dated as of July 1, 2000, by and among GM, United States Trust Company of New York ("U.S. Trust"), as Trustee of the GM Special Hourly Employees Pension Trust established under the GM Hourly-Rate Employees Pension Plan, and U.S. Trust, as Trustee of the Sub-Trust of the GM Welfare Benefit Trust established under the GM Welfare Benefit Trust, a voluntary employees' beneficiary association trust established to fund certain collectively bargained hourly retiree health care benefits under the GM Health Care Program for Hourly Employees and certain collectively bargained hourly retiree life insurance benefits under the GM Life and Disability Benefits Program for Hourly Employees and such benefits under other applicable collectively bargained welfare plans, and certain related agreements and arrangements relating thereto (collectively, the "Current GM Pension Plans Registration Rights Agreement"), (ii) the Registration Rights Agreement, dated as of June 21, 1999, between GM and America Online, Inc. ("AOL"), and certain related agreements and arrangements relating thereto (collectively, the "AOL Registration Rights Agreement"), (iii) the Registration Rights Agreement, dated as of April 28, 1999, between GM and PRIMESTAR, Inc., and certain related agreements and arrangements relating thereto (collectively, the "PRIMESTAR Registration Rights Agreement") and (iv) the Registration Rights Letter Agreement, neither GM nor any GM Affiliate (as defined below) has entered into or agreed to enter into any contract, agreement or understanding (other than such other contracts, agreements or understandings contemplated by this Agreement, the Merger Agreement or the GM/Hughes Separation Agreement) that would require registration of any shares of GM Class H Common Stock under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act") or under any state securities law or granted registration rights with respect to any shares of GM Class H Common Stock to any Person.

(c) As of September 30, 2001, the Numerator (as defined below) of the Class H Fraction was 876,948,420 and the Denominator of the Class H Fraction was 1,299,745,326, in each case with respect to the quarterly accounting period ended on such date. As of the date of this Agreement, the aggregate outstanding shares of GM Series H Preference Stock were convertible, at the option of the holder, into 24.1935 shares of GM Class H Common Stock for each share of GM Series H Preference Stock, which number reflects all required adjustments as of such date pursuant to the Certificate of Designations relating to the GM Series H Preference Stock (including adjustments to reflect the three-for-one stock split in respect of GM Class H Common Stock effected pursuant to a 200 percent stock dividend paid on June 30, 2000 to holders of record of GM Class H Common Stock as of June 13, 2000). On June 24, 2002, if not previously converted, redeemed or otherwise canceled pursuant to the terms of the Certificate of Designations relating to the GM Series H Preference Stock, subject to adjustment pursuant to the terms of the Certificate of Designations relating to the GM Series H Preference Stock in effect on the date of this Agreement, each share of GM Series H Preference Stock will automatically convert into a certain number (between 24.1935 and 30.0) of shares of GM Class H Common Stock determined pursuant to the provisions of the Certificate of Designations relating to the GM Series H Preference Stock. Upon any such conversion, assuming that GM Class H Common Stock remains outstanding as of such time, the numerator (the "Numerator") of the Class H Fraction will be increased to reflect such number of

shares of GM Class H Common Stock issued upon conversion and the Denominator of the Class H Fraction will be increased to reflect such number of shares of GM Class H Common Stock issued upon conversion.

(d) All dividends paid on the GM Series H Preference Stock have been declared by the Board of Directors of GM for payment on, and have been paid on, each Preferential Dividend Payment Date (as defined in the Certificate of Designations relating to the GM Series H Preference Stock) and there exist no accrued and unpaid dividends on the GM Series H Preference Stock, other than dividends which have accrued from or since the last Preferential Dividend Payment Date and which will be declared and paid on dates consistent with past practice.

Section 2.6. Litigation. Except as set forth on Section 2.6 of the GM Disclosure Schedule, there is no suit, claim, action, proceeding or investigation pending or, to the knowledge of GM, threatened against GM or any of its Significant Subsidiaries (other than Hughes and its Subsidiaries) or its or their properties which could reasonably be expected to have a material adverse impact on GM's ability to consummate the transactions contemplated by the GM Transaction Agreements or a Hughes Material Adverse Effect or a material adverse effect on Hughes' ability to consummate the transactions contemplated by the Hughes Transaction Agreements.

Section 2.7. Brokerage and Finder's Fees; Opinions of Financial Advisors.

(a) Except for obligations to the GM Financial Advisors and the Hughes Financial Advisors, neither GM nor any GM Affiliates, stockholders, directors, officers or employees has incurred or will incur on behalf of GM or any GM Affiliate, any brokerage, finder's or similar fee in connection with the transactions contemplated by the GM Transaction Agreements or the Hughes Transaction Agreements.

(b) The Board of Directors of GM has received the GM Financial Advisor Fairness Opinions. GM has heretofore provided a copy of such opinions to EchoStar for informational purposes only, and EchoStar acknowledges that it has no right to rely on such opinion. As of the date of this Agreement, such opinions have not been withdrawn, revoked or modified.

Section 2.8. Spin-Off/Merger Registration Statement, GM Proxy/Consent Solicitation Statement, EchoStar Information Statement and GM Debt/Equity Exchange Registration Statement. None of the information provided by or on behalf of GM or any GM Affiliate (except to the extent it constitutes information provided by or on behalf of Hughes or any Hughes Affiliate (as defined below)) for inclusion in (a) the Spin-Off/Merger Registration Statement, at the time it becomes effective, (b) the GM Proxy/Consent Solicitation Statement, at the date of mailing and at the date of voting or consent and approval with respect thereto, (c) the information statement of EchoStar to be distributed to EchoStar's common stockholders in connection with the Merger (as amended and supplemented from time to time, the "EchoStar Information Statement"), at the date

of mailing, and (d) any GM Debt/Equity Exchange Registration Statement (as defined below), at the time it becomes effective, shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The information in the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement and any GM Debt/Equity Exchange Registration Statement provided by or on behalf of GM or any GM Affiliate (except to the extent it constitutes information provided by or on behalf of Hughes or any Hughes Affiliate) will comply as to form in all material respects with the provisions of the Securities Act and the Exchange Act. No representation or warranty is made by GM in this Section 2.8 with respect to statements made or incorporated by reference therein based on information provided by or on behalf of Hughes or EchoStar for inclusion in the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement or any GM Debt/Equity Exchange Registration Statement. For the purposes of this Agreement, (i) "Spin-Off/Merger Registration Statement" means, collectively, the registration statement(s) on Form S-4, as amended from time to time, relating to the Hughes Class C Common Stock (and other Hughes securities, if applicable) to be distributed pursuant to the Spin-Off and the Hughes Class A Common Stock, Hughes Class B Common Stock and Hughes Class C Common Stock to be issued pursuant to the Merger, including any prospectus relating to the Hughes Class A Common Stock, Hughes Class B Common Stock or Hughes Class C Common Stock (and other Hughes securities, if applicable), as amended and supplemented from time to time, and including the GM Proxy/Consent Solicitation Statement, as amended and supplemented from time to time and the EchoStar Information Statement, as amended and supplemented from time to time, and (ii) "GM Debt/Equity Exchange Registration Statement" means the registration statement(s) on Form S-3 (or any other appropriate form), as amended from time to time, relating to shares of GM Class H Common Stock or Hughes Class C Common Stock, as applicable, to be issued in connection with any GM Debt/Equity Exchange, including any prospectus relating to the GM Class H Common Stock or Hughes Class C Common Stock, as amended and supplemented from time to time.

Section 2.9. Tax Representations. GM currently believes that it will be able to make any representations, warranties or covenants which are reasonably likely to be requested by the IRS (as defined below) in connection with the Ruling Request (as defined below).

Section 2.10. Requisite Approvals.

(a) The affirmative votes of the holders of each of (i) a majority of the voting power of all outstanding shares of GM $\frac{1}{2}$ - $\frac{2}{3}$ Common Stock and GM Class H Common Stock, voting together as a single class based on their respective per share voting power pursuant to the provisions set forth in the GM Certificate of Incorporation, as amended, (ii) a majority of the outstanding shares of GM $\frac{1}{2}$ - $\frac{2}{3}$ Common Stock, voting as a separate class, and (iii) a majority of the outstanding shares of GM Class H Common Stock, voting as a separate class, in each case to approve the GM Charter Amendment, the Hughes Recapitalization and all other aspects of the GM

Transactions, including the Spin-Off (the "Requisite Stockholder Approval"), are the only votes of the holders of any class or series of GM capital stock that will be obtained or are necessary in order to approve the GM Transactions.

(b) At a stockholder meeting held immediately after the approval of the Merger Agreement by the Hughes Board of Directors and the execution of the Merger Agreement, GM shall have, in its capacity as the sole stockholder of Hughes, adopted and approved the Merger Agreement (and the execution, delivery and performance thereof) and the transactions contemplated by the Hughes Transaction Agreements. No other vote or consent of the holders of any class or series of Hughes capital stock is necessary to approve and adopt the Merger Agreement.

Section 2.11. Agreement with GM Pension Plans. Pursuant to the Contribution and Transfer Agreement (the "GM Pension Plans Contribution and Transfer Agreement") to be entered into by and among GM and the GM Pension Plans, concurrently with the execution and delivery of this Agreement, U.S. Trust, as Trustee of the GM Special Hourly Employees Pension Trust established under the GM Hourly-Rate Employees Pension Plan, and U.S. Trust, as Trustee of the Sub-Trust of the GM Welfare Benefit Trust established under the GM Welfare Benefit Trust, a voluntary employees' beneficiary association trust established to fund certain collectively bargained hourly retiree health care benefits under the GM Health Care Program for Hourly Employees and certain collectively bargained hourly retiree life insurance benefits under the GM Life and Disability Benefits Program for Hourly Employees and such benefits under other applicable collectively bargained welfare plans (together, the "GM Pension Plans"), have agreed that, except as may be permitted under the terms of an IRS private letter ruling requested by GM after the Merger Effective Time and obtained in accordance with the terms of the GM Pension Plans Contribution and Transfer Agreement, prior to the first day after the second anniversary of the Spin-Off Effective Time, the GM Pension Plans will not enter into any agreement, understanding or arrangement or any substantial negotiations with respect to any disposition of GM Class H Common Stock, Hughes Class C Common Stock, or any successor security, except as expressly contemplated by the GM Transactions, and has provided a copy of the GM Pension Plans Contribution and Transfer Agreement to EchoStar.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF HUGHES

In order to induce EchoStar to enter into this Agreement, Hughes hereby represents and warrants to EchoStar as follows, except as specifically described in Hughes' annual report on Form 10-K for the fiscal year ended December 31, 2000 (the "Hughes 10-K"), Hughes' quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2001 (the "Hughes 10-Q") and all other reports, filings, registration statements and other documents filed by Hughes with the SEC after

September 30, 2001 and prior to the date hereof (as such documents have been amended since the time of their filing and prior to the date hereof), all of which are of public record.

Section 3.1. Organization and Standing. Each of Hughes and Hughes' Significant Subsidiaries is a corporation validly existing and in good standing under the laws of the State of Delaware, with respect to Hughes, and (to the extent such concepts or equivalent concepts are recognized in such jurisdictions) under the laws of its state or other jurisdiction of incorporation, with respect to Hughes' Significant Subsidiaries, in each case, with all corporate (and other) power to carry on its business as now conducted. Each of Hughes and Hughes' Subsidiaries is duly qualified to do business and is in good standing (to the extent that such concepts or equivalent concepts are recognized in such jurisdictions) in each jurisdiction in which the nature of the business conducted by it or the property it owns, leases or operates makes such qualification necessary, except where the failure to be so qualified or in good standing in such jurisdiction could not reasonably be expected to have a Hughes Material Adverse Effect or have a material adverse impact on its ability to consummate the transactions contemplated by the Hughes Transaction Agreements.

Section 3.2. Corporate Power and Authority. Hughes has (or will have prior to execution thereof) all requisite corporate power and authority to enter into the Hughes Transaction Agreements and to consummate the transactions contemplated thereby. The execution and delivery of each of the Hughes Transaction Agreements by Hughes and the consummation of the transactions contemplated thereby to be effected by Hughes, have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on the part of Hughes. Each of the Hughes Transaction Agreements has been (or will be) duly executed and delivered by Hughes and assuming the due authorization, execution and delivery by the other parties thereto, constitutes (or will constitute when executed) the legal, valid and binding obligation of Hughes, enforceable against Hughes in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

For the purposes of this Agreement, "Hughes Transaction Agreements" means this Agreement, the Merger Agreement, the PanAmSat Stock Purchase Agreement, the Merger Commitment, the Merger Financing Agreement, the Supplemental Agreement, the Stockholders Agreement, the GM/Hughes Separation Agreement, the GM/Hughes Tax Agreements, the EchoStar/Hughes Employee Matters Agreement ("EchoStar/Hughes Employee Matters Agreement") entered into by and between EchoStar and Hughes concurrently with the execution and delivery of the Agreement, in the form attached as Exhibit I to the Merger Agreement, the GM/Hughes Intellectual Property Agreement, the GM/Hughes Special Employee Items Agreement (as defined in the GM/Hughes Separation Agreement), the Registration Rights Letter Agreement, the EchoStar Controlling Stockholder Registration Rights Agreement ("EchoStar Controlling Stockholder Registration Rights Agreement") to be entered into by and among Hughes, EchoStar and the EchoStar Controlling Stockholder as contemplated by the Registration Rights Letter Agreement, the GM Pension Plans Registration Rights Agreement to be entered into by and between Hughes and

the GM Pension Plans (or the trustee therefor) as contemplated by the Registration Rights Letter Agreement, the GM Registration Rights Agreement to be entered into by and between Hughes and GM as contemplated by the Registration Rights Letter Agreement and all other agreements contemplated hereby or thereby to which Hughes is (or will be) a party.

Section 3.3. Spin-Off/Merger Registration Statement, GM Proxy/Consent Solicitation Statement, EchoStar Information Statement and GM Debt/Equity Exchange Registration Statement. None of the information provided by or on behalf of Hughes or any Hughes Affiliate (except to the extent it constitutes information provided by or on behalf of GM or any GM Affiliate) for inclusion in (a) the Spin-Off/Merger Registration Statement, at the time it becomes effective, (b) the GM Proxy/Consent Solicitation Statement, at the date of mailing and at the date of voting or consent and approval with respect thereto, (c) the EchoStar Information Statement, at the date of mailing, and (d) any GM Debt/Equity Exchange Registration Statement, at the time it becomes effective, shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The information in the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement and any GM Debt/Equity Exchange Registration Statement provided by or on behalf of Hughes or any Hughes Affiliate (except to the extent it constitutes information provided by or on behalf of GM or any GM Affiliate) will comply as to form in all material respects with the provisions of the Securities Act and the Exchange Act. No representation or warranty is made by Hughes in this Section 3.3 with respect to statements made or incorporated by reference therein based on information provided by or on behalf of GM or EchoStar for inclusion in the Spin- Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement or any GM Debt/Equity Exchange Registration Statement.

Section 3.4. Tax Representations. Hughes currently believes that it will be able to make and certify the statements set forth in Exhibit E to the Merger Agreement and to make any representations, warranties or covenants which are reasonably likely to be requested by the IRS or GM in connection with the Ruling Request.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF ECHOSTAR

In order to induce GM and Hughes to enter into this Agreement, EchoStar hereby represents and warrants to GM and Hughes as follows, except as specifically described in EchoStar's annual report on Form 10-K for the fiscal year ended December 31, 2000 (the "EchoStar 10-K"), EchoStar's quarterly report on Form 10-Q for the fiscal quarter ended September 30, 2001 (the "EchoStar 10-Q") and all other reports, filings, registration statements and other documents filed by

EchoStar with the SEC after September 30, 2001 and prior to the date hereof (as such documents have been amended since the time of their filing and prior to the date hereof), all of which are of public record.

Section 4.1. Organization and Standing. Each of EchoStar and EchoStar's Significant Subsidiaries is a corporation validly existing and in good standing under the laws of the State of Nevada, with respect to EchoStar, and (to the extent that such concepts or equivalent concepts are recognized in such jurisdictions) under the laws of its state or other jurisdiction of incorporation, with respect to EchoStar's Significant Subsidiaries, in each case with all corporate power to carry on its business as now conducted. Each of EchoStar and EchoStar's Subsidiaries is duly qualified to do business and is in good standing (to the extent such concepts or equivalent concepts are recognized in such jurisdictions) in each jurisdiction in which the nature of the business conducted by it or the property it owns, leases or operates makes such qualification necessary, except where the failure to be so qualified or in good standing in such jurisdiction could not reasonably be expected to have a EchoStar Material Adverse Effect (as defined in the Merger Agreement) or have a material adverse impact on its ability to consummate the transactions contemplated by the EchoStar Transaction Agreements.

Section 4.2. Corporate Power and Authority. EchoStar has (or will have prior to execution thereof) all requisite corporate power and authority to enter into the EchoStar Transaction Agreements and to consummate the transactions contemplated thereby. The execution and delivery of the EchoStar Transaction Agreements by EchoStar and the consummation of the transactions contemplated thereby to be effected by EchoStar have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on the part of EchoStar. Each of the EchoStar Transaction Agreements has been (or will be) duly executed and delivered by EchoStar and, assuming the due authorization, execution and delivery by the other parties thereto, constitutes (or will constitute when executed) the legal, valid and binding obligations of EchoStar, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

For the purposes of this Agreement, (a) "EchoStar Transaction Agreements" means this Agreement, the Merger Agreement, the Merger Commitment Letter, the Merger Financing Agreement, the PanAmSat Financing Agreement, the PanAmSat Stock Purchase Agreement, the Registration Rights Letter Agreement, the EchoStar Controlling Stockholder Registration Rights Agreement, the EchoStar/Hughes Employee Matters Agreement, the Supplemental Agreement and all other agreements contemplated hereby or thereby to which EchoStar is (or will be) a party; and (b) "Transaction Agreements" means, collectively, the GM Transaction Agreements, the Hughes Transaction Agreements and the EchoStar Transaction Agreements.

Section 4.3. Spin-Off/Merger Registration Statement, GM Proxy/Consent Solicitation Statement, EchoStar Information Statement and GM Debt/Equity Exchange Registration

Statement. None of the information provided by or on behalf of EchoStar or any EchoStar Affiliate (as defined below) for inclusion in (a) the Spin-Off/Merger Registration Statement, at the time it becomes effective, (b) the GM Proxy/Consent Solicitation Statement, at the date of mailing and at the date of voting or consent and approval with respect thereto, (c) the EchoStar Information Statement, at the date of mailing, or (d) any GM Debt/Equity Exchange Registration Statement, at the time it becomes effective, shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The information in the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement and any GM Debt/Equity Exchange Registration Statement provided by or on behalf of EchoStar or any EchoStar Affiliate will comply as to form in all material respects with the provisions of the Securities Act and the Exchange Act. No representation or warranty is made by EchoStar in this Section 4.3 with respect to statements made or incorporated by reference therein based on information provided by or on behalf of GM or Hughes for inclusion in the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement or any GM Debt/Equity Exchange Registration Statement.

Section 4.4. Tax Representations. EchoStar currently believes that it will be able to make and certify the statements set forth in Exhibit D to the Merger Agreement and to make any representations, warranties or covenants which are reasonably likely to be requested by the IRS in connection with the Ruling Request.

Section 4.5. Merger Agreement Representations and Warranties. Except to the extent repeated in this Agreement, EchoStar hereby represents and warrants to GM with respect to each of the matters set forth in Article 3 of the Merger Agreement to the full extent set forth therein as though such representations and warranties were made by EchoStar to GM in this Agreement.

ARTICLE 5

COVENANTS AND AGREEMENTS OF THE PARTIES

Section 5.1. Mutual Covenants.

(a) General. Each of the parties hereto shall use commercially reasonable efforts (except where a different efforts standard is specifically contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements or the EchoStar Transaction Agreements, in which case, such different standard shall apply) to take all actions and to do all things necessary, proper or advisable to consummate as soon as reasonably practicable the transactions contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements and the EchoStar Transaction Agreements, including with respect to the satisfaction of each and all of the conditions set forth in

Section 1.3 of this Agreement, Article 6 of the GM/Hughes Separation Agreement and Article 6 of the Merger Agreement, in each case subject to the terms and conditions of such agreement.

(b) Notification of Certain Matters. Each of the parties hereto shall give prompt notice to the others of (i) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would cause such party's representations or warranties contained in this Agreement to be untrue or inaccurate at or prior to the Merger Effective Time, and (ii) any material failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.1(b) shall not limit or otherwise affect the remedies available hereunder to any of the parties.

(c) The Ruling Request. As soon as reasonably practicable after the date of this Agreement, GM shall submit to the Internal Revenue Service of the United States Department of the Treasury (the "IRS") a request (the "Ruling Request") for (i) the Ruling, (ii) an AOL Section 355(e) Ruling (as defined below), (iii) a Remaining Shares Section 355(e) Ruling (as defined below), (iv) a ruling that no gain or loss will be recognized by GM or any GM Affiliate on the transfer of GM Class H Common Stock or Hughes Class C Common Stock in any GM Debt/Equity Exchange, and (v) any other ruling in connection with the Spin-Off that GM, in consultation with EchoStar, deems to be appropriate. The initial Ruling Request and any supplemental materials submitted to the IRS relating thereto (each, an "IRS Submission") shall be prepared by GM. EchoStar shall cooperate fully with GM in the preparation of the Ruling Request and any other IRS Submission and shall make its officers, employees, advisors and others associated with EchoStar available for meetings with GM and the IRS as requested by GM. EchoStar shall provide GM with such representations and warranties and such covenants as may be requested by the IRS or reasonably requested by GM in connection with the Ruling Request or any other IRS Submission. Unless the Merger Agreement has been terminated, GM shall provide EchoStar with a reasonable opportunity to review and comment on each IRS Submission prior to the filing of such IRS Submission with the IRS; provided that GM may redact from any IRS Submission any information ("Redactable Information") that (A) GM, in its good faith judgment, considers to be confidential and not germane to the obligations of EchoStar or its affiliates under the EchoStar Transaction Agreements or the obligations after the Merger Effective Time of Hughes or its affiliates under the Hughes Transaction Agreements and (B) is not (and is not reasonably expected to become) a part of any other publicly available information, including any non-confidential filing. Unless the Merger Agreement shall have been terminated, no IRS Submission shall be filed with the IRS unless, prior to such filing, EchoStar shall have agreed as to the form and substance of such IRS Submission to the extent that the IRS Submission (I) includes statements or representations relating to facts that are or will be under the control of EchoStar or any of its affiliates or (II) is relevant to (and the rulings described in clauses (i) through (iii) of the first sentence of this Section shall be considered to be relevant), or creates, any actual or potential obligations of, or limitations on, EchoStar or any of its affiliates (including Hughes for periods after the Spin-Off Effective Time), including any such obligations of, or limitations on,

EchoStar or its affiliates or, after the Merger Effective Time, Hughes or its affiliates under the Hughes Transaction Agreements and the EchoStar Transaction Agreements, as applicable; provided, however, that if the IRS requests same day filing of an IRS Submission that does not include any material issue or statement, then GM is required only to make a good faith effort to notify EchoStar' representatives and to give such representatives an opportunity to review and comment on such IRS Submission prior to filing it with the IRS. Unless the Merger Agreement is terminated, GM shall provide EchoStar with copies of each IRS Submission as filed with the IRS promptly following the filing thereof; provided that GM may redact any Redactable Information from the IRS Submission. Neither GM nor GM's representatives shall conduct any substantive communications with the IRS regarding any issue arising with respect to the Ruling Request, including meetings or conferences with IRS personnel, whether telephonically, in person or otherwise, without first notifying EchoStar or EchoStar' representatives and giving EchoStar (or EchoStar's representatives) a reasonable opportunity to participate, and a reasonable number of EchoStar's representatives shall have an opportunity to participate in all conferences or meetings with IRS personnel that take place in person, regardless of the nature of the issues expected to be discussed. Each of GM, Hughes and EchoStar agrees to use its best efforts to obtain the Ruling and the other rulings set forth in the Ruling Request. If, with respect to a convertible debt obligation issued by EchoStar that is outstanding as of the date hereof, or issued by EchoStar after the date hereof but prior to the receipt of regulatory approval of the Merger, in each case that (i) is not convertible into equity of EchoStar or any other Person for at least two (2) years after the Spin-Off Effective Time and (ii) has a conversion price that (at the time of the filing of the Ruling Request for an existing convertible debt obligation and at the time of issuance for a newly issued convertible debt obligation) exceeds the then-market value of the underlying stock into which it is convertible by at least five percent (5%), then GM shall seek to obtain (and EchoStar shall cooperate with GM in connection therewith, in accordance with this Section 5.1(c)) a ruling as to the treatment of the convertible debt obligation under Section 355(e) of the Code; provided that, in the reasonable judgment of GM, seeking such a ruling would not significantly and unreasonably delay or interfere with the ability of GM to obtain the Ruling and the other rulings requested in the Ruling Request or with the completion of the Spin-Off and the Merger, but, in such a case, without prejudice to the rights of Hughes, after the Merger Effective Time, to pursue a Subsequent Ruling under Section 6.3(b) (iv).

(d) Tax-Free Treatment. Each of GM, Hughes and EchoStar shall take the position for all purposes that the Merger qualifies as a reorganization pursuant to Section 368(a) of the Code (unless and until Hughes and GM fail to obtain the Section 368 Opinion (as defined below) as of the Merger Effective Time), and that the Spin-Off qualifies as a distribution of Hughes stock to GM stockholders with respect to which no gain or loss will be recognized by GM or any GM Affiliate, Hughes or their respective stockholders pursuant to Section 355 and related provisions of the Code.

(e) Notifications to and Approvals of Governmental Authorities. Each of the parties hereto shall use commercially reasonable efforts (except where a different efforts standard is specifically contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements or the EchoStar Transaction Agreements, in which case, such different standard shall apply) to promptly make all filings with any foreign, federal, state or local Governmental Authorities as are required of such party to consummate the transactions contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements and the EchoStar Transaction Agreements, except for such filings which the failure to make would not reasonably be expected to have a Hughes Material Adverse Effect or an EchoStar Material Adverse Effect or have a material adverse impact on the ability of any party to consummate the transactions contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements and the EchoStar Transaction Agreements, as applicable, and shall supply to the other parties, and to any foreign, federal, state or local Governmental Authority, any information reasonably necessary to make effective the transactions contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements and the EchoStar Transaction Agreements.

(f) Director and Officer Indemnification.

(i) The certificate of incorporation and by-laws of Hughes, from and after the Spin-Off Effective Time, shall contain indemnification provisions, with respect to directors and officers of Hughes prior to the Spin-Off Effective Time, as shall be mutually agreed among the parties hereto. Such indemnification provisions shall not be amended, repealed or otherwise modified for a period of six (6) years after the Spin-Off Effective Time in any manner that would adversely affect the rights thereunder of individuals who at any time prior to the Spin-Off Effective Time were directors or officers of Hughes in respect of actions or omissions occurring at or prior to the Spin-Off Effective Time, unless and to the extent that such modification is required by law.

(ii) For six (6) years after the Spin-Off Effective Time, Hughes (and any successor corporation) shall indemnify, defend and hold harmless to the fullest extent permitted under the DGCL the present and former officers and directors of Hughes and its Subsidiaries (each an "Indemnified Party") against all losses, claims, damages, liabilities, fees and expenses (including reasonable fees and disbursements of counsel and judgments, fines, losses, claims, liabilities and amounts paid in settlement (provided that any such settlement is effected with the written consent of Hughes)) in connection with any claim, suit, action, proceeding or investigation (a "Claim") that is, in whole or in part, based on or arising out of the fact that such Person is or was a director or officer of Hughes or its Subsidiaries and arising out of actions or omissions by such director or officer in his or her capacity as such occurring at or prior to the Spin-Off Effective Time (and shall pay expenses in advance of the final disposition of any such action or proceeding to each Indemnified Party to the fullest extent permitted under the DGCL, upon receipt from the Indemnified Party to whom expenses are advanced of the undertaking to repay such advances contemplated by Section 145(e) of the DGCL).

(iii) Without limiting the generality of the foregoing, in the event that any Claim is brought against any Indemnified Party after the Spin-Off Effective Time, (A) the Indemnified Parties may retain Hughes' regularly engaged independent legal counsel or other independent legal counsel reasonably acceptable to Hughes and (B) Hughes shall pay all reasonable fees and expenses of such counsel for the Indemnified Parties promptly as statements therefor are received, provided that Hughes shall not be liable for any settlement of any Claim effected without its written consent. Any Indemnified Party wishing to claim indemnification under this Section 5.1(f) upon learning of any such Claim shall notify Hughes (although the failure so to notify Hughes shall not relieve Hughes from any liability which Hughes may have under this Section 5.1(f), except to the extent such failure materially prejudices Hughes' position with respect to such Claim), and shall deliver to Hughes the undertaking contemplated by Section 145(e) of the DGCL. The Indemnified Parties as a group may retain no more than one law firm (in addition to local counsel) to represent them with respect to each such matter unless there is, under applicable standards of professional conduct (as determined by counsel to the Indemnified Parties), an actual conflict between the interests of any two or more Indemnified Parties, in which event such additional counsel as may be required may be retained by the Indemnified Parties.

(iv) Each Indemnified Party shall have rights as a third party beneficiary under this Section 5.1(f) as separate contractual rights for his or her benefit, and such rights shall be enforceable by such Indemnified Party, his or her heirs and personal representatives.

(v) This Section 5.1(f) shall survive the consummation of the Merger and the Merger Effective Time, and shall be binding on all successors and assigns of Hughes.

(vi) No amounts shall be owed or payable by Hughes, pursuant to this Section 5.1(f), in connection with any Claims brought, directly or indirectly, against any Hughes Covered Person (as defined in Section 5.2(b)(i) hereof) in the event that coverage for such amounts is available under the GM policies, maintained in accordance with Section 5.2(b) hereof, for such Claims.

(g) Preparation and Filing of the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement and the EchoStar Information Statement.

(i) As soon as reasonably practicable after the date of this Agreement, the parties shall cooperate fully with each other to jointly prepare the Spin-Off/Merger Registration Statement (which shall include each of the GM Proxy/Consent Solicitation Statement and the EchoStar Information Statement). Hughes shall take all commercially reasonable action in order to cause the Spin-Off/Merger Registration Statement, including any and all amendments thereto, to be executed and filed with the SEC and submitted or filed with any applicable foreign and state securities law regulators in accordance with Applicable Law, in each case as soon as reasonably

practicable after the date hereof. The parties shall promptly provide each other with copies of, and consult with each other and prepare written responses with respect to, any written comments received from the SEC and other state and foreign securities regulators with respect to the Spin-Off/Merger Registration Statement and promptly advise each other of any oral comments received from the SEC and other state and foreign securities regulators, and, to the extent reasonably practicable under the circumstances, shall consult with each other and offer a reasonable opportunity to appropriate representatives of the other parties to participate in any telephone calls with the SEC or any state or foreign regulator the purpose of which is to discuss comments made by such regulators. The parties shall respond to any comments made by the SEC or any state or foreign regulator as soon as reasonably practicable following the receipt of such comments. No amendment or supplement to the Spin-Off/Merger Registration Statement (or any related materials) will be filed or submitted to the SEC or any state or foreign regulator or publicly disseminated by any of the parties without the approval of the other parties, which shall not be unreasonably withheld or delayed. The parties shall consult and coordinate with one another in determining the Mailing Date, and GM shall keep EchoStar reasonably informed regarding the state and federal securities regulatory process. The parties shall use commercially reasonable efforts to cause the Spin-Off/Merger Registration Statement to be declared effective by the SEC and to be approved by all other applicable foreign and state securities law regulators in accordance with Applicable Law. The parties shall take all other actions with respect to the preparation and delivery of the Spin-Off/Merger Registration Statement as required by Section 1.2 hereof.

(ii) EchoStar shall promptly furnish Hughes and GM with all information concerning EchoStar or any Subsidiary of EchoStar as may be necessary or reasonably requested by GM or Hughes for inclusion in the Spin-Off/Merger Registration Statement. GM and Hughes shall promptly furnish EchoStar with all information concerning GM, Hughes, any Subsidiary of Hughes (other than PanAmSat and Hughes Software Systems Limited ("HSSL")) and, to the extent obtainable by GM or Hughes using commercially reasonable efforts, PanAmSat and HSSL, as may be necessary or reasonably requested by EchoStar for inclusion in the Spin-Off/Merger Registration Statement. If at any time prior to the Merger Effective Time, any information pertaining to EchoStar or any Subsidiary of EchoStar contained in or omitted from the Spin-Off/Merger Registration Statement makes the statements contained therein false or misleading, EchoStar shall promptly inform Hughes and GM and promptly provide the information necessary to make the statements contained therein not false and misleading. If at any time prior to the Merger Effective Time, any information pertaining to GM, Hughes or any Subsidiary of Hughes (other than PanAmSat or HSSL) contained in or omitted from the Spin-Off/Merger Registration Statement makes the statements contained therein false or misleading, Hughes and GM shall promptly inform EchoStar and promptly provide the information necessary to make the statements contained therein not false and misleading. If at any time prior to the Merger Effective Time, any information pertaining to PanAmSat or HSSL contained in or omitted from the Spin-Off/Merger Registration Statement, to the knowledge of GM or Hughes, makes the statements contained therein false or misleading, GM or Hughes shall

promptly inform the other and EchoStar and shall use commercially reasonable efforts to promptly provide the information necessary to make the statements contained therein not false and misleading.

(iii) EchoStar shall promptly furnish GM with all information concerning EchoStar or any Subsidiary of EchoStar, as may be necessary or reasonably requested by GM for inclusion in the GM Proxy/Consent Solicitation Statement. Hughes shall promptly furnish GM with all information concerning Hughes, any Subsidiary of Hughes (other than PanAmSat and HSSL) and, to the extent obtainable by GM or Hughes using commercially reasonable efforts, PanAmSat and HSSL, as may be necessary or reasonably requested by GM for inclusion in the GM Proxy/Consent Solicitation Statement. GM and Hughes shall promptly furnish EchoStar with all information concerning GM, Hughes, any Subsidiary of Hughes (other than PanAmSat and HSSL) and, to the extent obtainable by GM or Hughes using commercially reasonable efforts, PanAmSat and HSSL, as may be necessary or reasonably requested for inclusion by EchoStar in the GM Proxy/Consent Solicitation Statement. If at any time prior to the Merger Effective Time, any information pertaining to EchoStar or any Subsidiary of EchoStar contained in or omitted from the GM Proxy/Consent Solicitation Statement makes the statements contained therein false or misleading, EchoStar shall promptly inform GM and promptly provide the information necessary to make the statements contained therein not false and misleading. If at any time prior to the Merger Effective Time, any information pertaining to Hughes or any Subsidiary of Hughes (other than PanAmSat or HSSL) contained in or omitted from the GM Proxy/Consent Solicitation Statement makes the statements contained therein false or misleading, Hughes shall promptly inform GM and EchoStar and promptly provide the information necessary to make the statements contained therein not false and misleading. If at any time prior to the Merger Effective Time, any information pertaining to PanAmSat or HSSL contained in or omitted from the GM Proxy/Consent Solicitation Statement, to the knowledge of GM or Hughes, makes the statements contained therein false or misleading, GM or Hughes shall promptly inform the other and EchoStar and use commercially reasonable efforts to promptly provide the information necessary to make the statements contained therein not false and misleading. If at any time prior to the Merger Effective Time, any information pertaining to GM contained in or omitted from the GM Proxy/Consent Solicitation Statement makes the statements contained therein false or misleading, GM shall promptly inform EchoStar and promptly provide the information necessary to make the statements contained therein not false and misleading.

(iv) GM and Hughes shall promptly furnish EchoStar with all information concerning GM, Hughes, any Subsidiary of Hughes (other than PanAmSat and HSSL) and, to the extent obtainable by GM or Hughes using commercially reasonable efforts, PanAmSat and HSSL, as may be necessary or reasonably requested by EchoStar for inclusion in the EchoStar Information Statement. If at any time prior to the Merger Effective Time, any information pertaining to GM, Hughes or any Subsidiary of Hughes (other than PanAmSat or HSSL) contained in or omitted from the EchoStar Information Statement makes the statements contained therein false or misleading, Hughes and GM shall promptly inform EchoStar and promptly provide the information necessary

to make the statements contained therein not false and misleading. If at any time prior to the Merger Effective Time, any information pertaining to PanAmSat or HSSL contained in or omitted from the EchoStar Information Statement, to the knowledge of GM or Hughes, makes the statements contained therein false or misleading, GM or Hughes shall promptly inform the other and EchoStar and shall use commercially reasonable efforts to promptly provide the information necessary to make the statements contained therein not false and misleading. If at any time prior to the Merger Effective Time, any information pertaining to EchoStar contained in or omitted from the EchoStar Information Statement makes the statements contained therein false or misleading, EchoStar shall promptly inform GM and Hughes and promptly provide the information necessary to make the statements contained therein not false and misleading.

(h) GM Debt/Equity Exchange.

(i) The parties acknowledge and agree that GM currently intends to issue or distribute up to one hundred million (100,000,000) shares (subject to appropriate antidilution adjustments and subject to reduction pursuant to the provisions of Section 1.3 of the GM/Hughes Separation Agreement and subject to increase by up to an additional fifty million (50,000,000) shares (but in no event shall such Exchange Shares exceed One Billion Dollars (\$1,000,000,000.00) in accordance with the terms set forth on Exhibit L) of GM Class H Common Stock or Hughes Class C Common Stock, as applicable, in one or more transactions (each referred to individually as a "GM Debt/Equity Exchange" and referred to collectively as the "GM Debt/Equity Exchange" or "GM Debt/Equity Exchanges," as the context requires), between the date hereof and the date that is six (6) months following the Spin-Off Effective Time, to holders of Exchange Debt in exchange for such Exchange Debt. The parties acknowledge that any issuance of shares of GM Class H Common Stock pursuant to any GM Debt/Equity Exchange shall increase the Numerator (but not the Denominator) of the Class H Fraction (as defined below) by the number of shares of GM Class H Common Stock so issued, in accordance with the terms and provisions of the GM Certificate of Incorporation. The parties shall cooperate with each other in all respects in connection with any GM Debt/Equity Exchange and, without limiting the foregoing, EchoStar and Hughes shall use commercially reasonable efforts to take any actions reasonably requested by GM in connection with the consummation of any GM Debt/Equity Exchange, including, after the Merger Effective Time, the registration of offers and sales of shares of Hughes Class C Common Stock in accordance with the terms set forth on Exhibit L attached hereto. For the purposes of this Agreement, "Class H Fraction" means, as of any particular time, the fraction described in Article Fourth, Division I, Section (a)(4) of the GM Certificate of Incorporation as of such time.

(ii) The parties further acknowledge that GM currently intends to register (or cause to be registered) the issuance of shares of GM Class H Common Stock to be issued or the distribution of shares of Hughes Class C Common Stock to be distributed, as applicable, in connection with any GM Debt/Equity Exchange for purposes of resale pursuant to a GM Debt/Equity Exchange Registration Statement. EchoStar and Hughes shall promptly furnish GM

with all information concerning EchoStar, any Subsidiary of EchoStar, Hughes or any Subsidiary of Hughes (other than PanAmSat and HSSL) and, to the extent obtainable by Hughes using commercially reasonable efforts, PanAmSat and HSSL, as may be requested for inclusion in any GM Debt/Equity Exchange Registration Statement. GM shall promptly furnish EchoStar and Hughes with all information concerning GM or any Subsidiary of GM as may be requested for inclusion in any GM Debt/Equity Exchange Registration Statement. If at any time prior to the consummation of any GM Debt/Equity Exchange, any information pertaining to EchoStar, any Subsidiary of EchoStar, Hughes or any Subsidiary of Hughes (other than PanAmSat or HSSL), contained in or omitted from any GM Debt/Equity Exchange Registration Statement makes the statements contained therein false or misleading, EchoStar and Hughes shall promptly inform GM and promptly provide the information necessary to make the statements contained therein not false and misleading. If at any time prior to the consummation of any GM Debt/Equity Exchange, any information pertaining to PanAmSat or HSSL contained in or omitted from any GM Debt/Equity Exchange Registration Statement, to the knowledge of Hughes, makes the statements contained therein false or misleading, Hughes shall promptly inform GM and use commercially reasonable efforts to promptly provide the information necessary to make the statements contained therein not false and misleading. If at any time after the Spin-Off Effective Time and prior to the consummation of any GM Debt/Equity Exchange, any information pertaining to GM or any Subsidiary of GM contained in or omitted from any GM Debt/Equity Exchange Registration Statement makes the statements contained therein false or misleading, GM shall promptly inform EchoStar and Hughes and promptly provide the information necessary to make the statements contained therein not false and misleading.

(i) Certain Transaction Costs. Except as otherwise provided in the Transaction Agreements or any other agreement between or among the parties relating to the GM Transactions and/or the Merger, and any of the other transactions contemplated in connection therewith, but only if such other agreement has been disclosed by Hughes and GM to EchoStar, all costs and expenses incurred by GM, Hughes, EchoStar or their respective Affiliates in connection with the GM Transactions and/or the Merger, and any of the other transactions contemplated in connection therewith, shall be paid by the party that actually incurs such costs and expenses. Notwithstanding the foregoing, the responsibility for certain transaction costs relating to the GM Transactions and the Merger shall be allocated in accordance with the provisions of this Section 5.1(i).

(i) The following costs and expenses incurred by GM, Hughes, EchoStar or any of their respective affiliates shall be paid (or promptly reimbursed upon invoice) fifty percent (50%) by GM and fifty percent (50%) by EchoStar: (i) all reasonable out-of-pocket costs and expenses of printing and distributing to stockholders the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement, any prospectus contained in the Spin-Off/Merger Registration Statement and any related soliciting or other materials, (ii) all filing fees associated with filing of the Spin-Off/Merger Registration Statement and the EchoStar Information Statement with the SEC and any other state and foreign securities law regulators, and (iii) all listing fees associated with listing the shares of stock subject to the Spin-Off/Merger Registration Statement, the EchoStar Information

Statement, and any GM Debt/Equity Exchange Registration Statement on the NYSE or for quotation on the Nasdaq.

(ii) Hughes shall pay (or promptly reimburse upon invoice) the following:

(A) all costs and expenses of Hughes, GM or any of their respective affiliates relating primarily to the Merger, including all fees associated with making any governmental or regulatory filings primarily in connection with the Merger and the fees and expenses of the Hughes transfer agent (or any successor transfer agent) but excluding any fees and expenses described in Section 5.1(i)(iii)(B); and

(B) the fees and expenses of Goldman, Sachs & Co. and Credit Suisse First Boston Corporation, financial advisors to Hughes in connection with the Merger, and the fees and expenses of Weil, Gotshal & Manges LLP and Latham & Watkins, legal advisors to Hughes, and any other legal advisors to Hughes (in each case for legal services rendered to Hughes), in connection with the Merger.

(iii) GM or a GM Affiliate shall pay (or promptly reimburse upon invoice) the following:

(A) all costs and expenses of GM, Hughes or any of their respective affiliates relating primarily to the GM Transactions, including the fees and expenses of the GM transfer agent and any proxy or consent solicitation agents, information agents or similar consultants or agents engaged by GM in connection with effecting the GM Transactions but excluding any fees and expenses described in Section 5.1(i)(ii)(B);

(B) the fees and expenses of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bear, Stearns & Co. Inc., financial advisors to GM in connection with the GM Transactions, and Kirkland & Ellis and Richards, Layton & Finger, legal advisors to GM, and any other legal advisors to GM (in each case for legal services rendered to GM), in connection with the GM Transactions;

(C) the fees and expenses incurred by Hughes and GM in connection with the negotiation and documentation of any Demand Note; and

(D) the fees, costs, and expenses incurred by Hughes or GM in connection with the Pre-Merger Finance (as defined in the Commitment Letter).

(j) No Solicitation.

(i) GM agrees that, during the term of this Agreement, it shall not, nor shall it permit any of its Subsidiaries to, nor shall it authorize or knowingly permit any of its or its Subsidiaries' officers, directors, employees, investment bankers, attorneys, accountants, agents or other advisors or representatives (collectively, "Representatives"), directly or indirectly, to:

(A) solicit, initiate or knowingly facilitate or encourage the making by any Person (other than the other parties hereto) of any proposal, offer or inquiry that constitutes, or could be expected to lead to, a proposal for any merger, consolidation or other business combination involving Hughes, or any acquisition of any capital stock or any material portion of the assets (except for (I) acquisitions of assets in the ordinary course of business consistent with past practice and permitted by Section 5.3(a)(v) of the Merger Agreement and (II) consummation of the transactions contemplated by the EchoStar Transaction Agreements, the GM Transaction Agreements and the Hughes Transaction Agreements) of Hughes or any of its Subsidiaries, any GM Class H Common Stock or any combination of the foregoing (in each case, a "Competing Transaction");

(B) participate in any discussions or negotiations regarding, or furnish or disclose to any Person any information with respect to or in furtherance of, or take any other action knowingly to facilitate any inquiries with respect to any Competing Transaction;

(C) grant any waiver or release under any standstill or similar agreement with respect to Hughes or any of its Subsidiaries or GM Class H Common Stock; or

(D) execute or enter into any agreement, understanding or arrangement (other than a confidentiality agreement) with respect to any Competing Transaction or approve or recommend or propose to approve or recommend, any Competing Transaction or any agreement, understanding or arrangement relating to any Competing Transaction (or resolve or authorize or propose to agree to do any of the foregoing actions);

provided, however, that:

(I) at any time prior to such time, if any, that the Requisite Stockholder Approval shall have been received with respect to the GM Transactions, GM may take any action described in the foregoing clauses (B) or (C) (in the case of clause (C), only to the extent necessary to permit the discussions or negotiations contemplated by clause (B)) in respect of any Person, but only if (1) such Person has delivered a proposal for a Competing Transaction that, in the good faith judgment of the GM Board of Directors is a Superior Proposal or is reasonably likely to lead to the delivery of a Superior Proposal (as defined below) and (2) the Board of Directors

of GM, after consultation with counsel, determines in good faith that it is required to do so in order to comply with its fiduciary duties; provided, further, that (x) prior to GM furnishing any confidential information to such Person, such Person shall have entered into a confidentiality agreement with GM and/or Hughes, provided that if such confidentiality agreement contains provisions that are less restrictive than the comparable provisions, or omits restrictive provisions, contained in the Confidentiality Agreement (as defined in the Merger Agreement), then the Confidentiality Agreement will be deemed to be amended to contain, in substitution for such comparable provisions, such less restrictive provisions, or to omit such restrictive provisions, as the case may be, (y) GM shall promptly notify EchoStar of any such inquiries, proposals or offers received by, any such information requested from, or any such discussions or negotiations sought to be initiated or continued with, any of its Representatives indicating, in connection with such notice, the name of such Person and the material terms and conditions of any inquiries, proposals or offers, and shall keep EchoStar reasonably informed as to the status thereof,

(II) GM may enter into any agreement or arrangement (other than a confidentiality agreement, which may be entered into as contemplated in clause (I) above) regarding any such Competing Transaction, or approve or recommend to its stockholders (or resolve to do so), or publicly propose to approve or recommend to its stockholders, any such Competing Transaction, but only if it has first (1) given EchoStar at least seventy-two (72) hours to respond to such Competing Transaction after GM has notified EchoStar that, in the absence of any further action by EchoStar, it would consider such Competing Transaction to be a Superior Proposal and would be required to withdraw, revoke or modify its recommendation of the GM Transactions, and given due consideration to any amendments or modifications to the GM Transaction Agreements, the Hughes Transaction Agreements and/or the EchoStar Transaction Agreements proposed by EchoStar during such period and (2) thereafter caused Hughes to terminate the Merger Agreement in accordance with Section 7.1 thereof and simultaneously pay the Termination Fee pursuant to Section 7.2 thereof; and

(III) nothing herein shall limit GM's ability to comply in good faith, to the extent applicable, with Rules 14d-9 and 14e-2 of the Exchange Act with regard to a tender or exchange offer or to make any disclosure required by Applicable Law.

(ii) For the purposes of this Agreement, the following terms shall have the following meanings:

(A) "Superior Proposal" shall mean a bona fide, written proposal by a third-party for a Competing Transaction that is on terms that the GM Board of Directors determines in

good faith, after consultation with its financial advisors and counsel, would, if consummated, result in a transaction that would be more favorable to GM and its stockholders (taking into account such factors as the GM Board of Directors in good faith deems relevant, including the identity of the offeror and all legal, financial, regulatory and other aspects of the proposal, including the terms of any financing and the likelihood that the transaction will be consummated) than the transactions contemplated by the GM Transactions and the Merger; and

(B) "Applicable Law" shall mean all applicable laws, statutes, orders, rules, regulations, policies or guidelines promulgated, or judgments, decisions or orders entered, by any Governmental Authority.

(iii) GM agrees that it will, and will cause its Subsidiaries and its and their respective Representatives to, cease and cause to be terminated immediately all existing discussions or negotiations with any Persons conducted on or before the date hereof with respect to any Competing Transaction. EchoStar acknowledges that, prior to the date of this Agreement, GM and Hughes solicited or caused to be solicited by their respective financial advisors indications of interest and proposals for a Competing Transaction.

(k) Public Announcements.

(i) Unless otherwise required by Applicable Law or requirements of the NYSE or Nasdaq or any other applicable securities exchange (and in that event only if time does not permit), at all times prior to the earlier of (A) the Merger Effective Time, (B) the termination of this Agreement pursuant to Section 8.1, and (C) any delivery by GM to EchoStar of a Notice of Non-Recommendation (unless GM has subsequently delivered a Notice of Proposed Mailing or a Withdrawal Notice prior to the termination of this Agreement pursuant to Section 8.1), the parties hereto shall consult with each other before issuing any press release or other public announcement or public communication (including such communications as would require a filing under Rule 425, Rule 165 and Rule 166 of the Securities Act or Rule 14a-12 of the Exchange Act) with respect to the transactions and matters contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements or the EchoStar Transaction Agreements and shall not issue any such press release, public announcement or public communication prior to such consultation; provided, that the initial press release relating to the Merger, the GM Transactions and the other transactions contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements and the EchoStar Transaction Agreements will be a joint press release. Without limiting the foregoing, at all times prior to the earlier of (A) the Merger Effective Time or (B) the termination of this Agreement pursuant to Section 8.1, each of the parties hereto shall use commercially reasonable efforts to comply in all material respects with the requirements of Rule 425, Rule 165 and Rule 166 of the Securities Act and Rule 14a-12 of the Exchange Act.

(ii) In addition, at all times prior to the Merger Effective Time, the parties hereto shall consult with each other before filing any report with respect to any period entirely or partially prior to the Merger Effective Time required by or filed under the Securities Act or Exchange Act containing any statement relating to the transactions and matters contemplated by the GM Transaction Agreements, the Hughes Transaction Agreements or the EchoStar Transaction Agreements and shall not file any such report prior to such consultation.

(l) Hughes Reorganization.

(i) The parties acknowledge and agree that GM and Hughes may, prior to the Spin-Off Effective Time, on terms reasonably acceptable to EchoStar (whose agreement will not be unreasonably withheld or delayed) implement a corporate reorganization in connection with any GM Debt/Equity Exchange (the "Hughes Reorganization"), which would result in the creation of a holding company (organized as a Delaware corporation) that would exist above Hughes as a parent company and below GM as a wholly owned subsidiary ("Hughes Holdings"). As a result of the Hughes Reorganization, the holder of Common Stock, par value \$0.01 per share, of Hughes would become the holder of Common Stock, par value \$0.01 per share, of Hughes Holdings and the holder of Hughes Series A Preferred Stock would become the holder of Series A Preferred Stock, par value \$0.10 per share, of Hughes Holdings.

(ii) Upon the reasonable request of any party hereto, subject to the agreement of each of the parties (whose agreement will not be unreasonably withheld or delayed), the parties shall promptly amend and restate any or all of the GM Transaction Agreements, the Hughes Transaction Agreements and the EchoStar Transactions Agreements, and each and all of the other agreements contemplated thereby (including, in each case, all exhibits, schedules and other attachments thereto), to the extent appropriate in order to reflect the implementation of the Hughes Reorganization and the matters addressed in this Section 5.1(l), and the parties hereby agree to execute and deliver any such amendment and restatement of any or all of such agreements prior to the implementation of the Hughes Reorganization.

(m) EchoStar Securities Issuances.

(i) The parties acknowledge and agree that EchoStar, in accordance with Section 5.2(a)(i) of the Merger Agreement, currently intends to issue shares of EchoStar Class A Common Stock, debt securities or securities convertible into or exchangeable therefor, in one or more transactions (each referred to individually as a "EchoStar Securities Issuance" and referred to collectively as the "EchoStar Securities Issuances" as the context requires), between the date hereof and the Merger Effective Time. From the date hereof until the earlier of (x) the Merger Effective Time and (y) the termination of this Agreement, the parties shall cooperate with each other in all respects in connection with any EchoStar Securities Issuance and, without limiting the foregoing,

GM and Hughes shall use commercially reasonable efforts to take any actions reasonably requested by EchoStar in connection with the consummation of any EchoStar Securities Issuance.

(ii) The parties acknowledge that EchoStar may register the issuance of the securities of EchoStar to be issued in connection with any EchoStar Securities Issuance or may issue such securities in one or more transactions that are exempt from the registration requirements of the Securities Act. Any registration statement, offering memorandum or offering circular relating to an EchoStar Securities Issuance is referred to herein as a "EchoStar Securities Disclosure Document". GM and Hughes shall promptly furnish EchoStar with all information concerning GM, Hughes, any Subsidiary of Hughes (other than PanAmSat and HSSL) and, to the extent obtainable by GM or Hughes using commercially reasonable efforts, PanAmSat and HSSL, as may be reasonably requested by EchoStar for inclusion in any EchoStar Securities Disclosure Document. If at any time after the date hereof until the earlier of the (x) Merger Effective Time and (y) the termination of this Agreement, any information pertaining to GM, Hughes or any Subsidiary of Hughes (other than PanAmSat or HSSL) contained in or omitted from the EchoStar Securities Disclosure Document makes such statements contained therein false or misleading, Hughes and GM shall promptly inform EchoStar and promptly provide the information necessary to make the statements contained therein not false and misleading. If, at any time after the date hereof until the earlier of the (x) Merger Effective Time and (y) the termination of this Agreement, any information pertaining to PanAmSat or HSSL contained in or omitted from the EchoStar Securities Disclosure Document, to the knowledge of GM or Hughes, makes such statements contained therein false or misleading, GM or Hughes shall promptly inform the other and EchoStar and shall use commercially reasonable efforts to promptly provide the information necessary to make the statements contained therein not false and misleading.

(iii) EchoStar shall cause the entire net proceeds of any and all EchoStar Securities Issuances to be held directly by EchoStar (rather than any Subsidiary of EchoStar) at the Merger Effective Time.

(n) Recapitalization Debt Repayment. For a period of two (2) years after the Merger Effective Time, Hughes and EchoStar shall cause the portion of the Merger Financing that will be incurred by Hughes prior to the Spin-Off Effective Time for the purpose of financing a portion of the Recapitalization Amount (the "Recapitalization Debt") either to remain outstanding as debt of Hughes, or to be refinanced by new indebtedness of equal principal amount incurred by Hughes or DTV Enterprises LLC ("Refinancing Debt"), except to the extent that the Recapitalization Debt or any Refinancing Debt is repaid during such two (2)-year period from operating cash flow of Hughes and its Subsidiaries or from the proceeds of sale of one or more assets that were held by Hughes and its Subsidiaries prior to the Merger Effective Time.

(o) No Further Holding Company. Until the earlier of (i) six months after the Merger Effective Time and (ii) the date on which GM has completed Debt/Equity Exchanges for the full amount of Exchange Shares permitted hereunder, Hughes (or if Hughes Holdings is formed prior to the Spin-Off Effective Time in accordance with Section 5.1(l), Hughes Holdings) shall not engage in any transaction that would cause Hughes (or, if Hughes Holdings is so formed, Hughes Holdings) to cease to be the ultimate parent corporation of the group.

(p) Hughes Stockholder Rights Plan. Hughes shall adopt a stockholder rights plan, effective as of the Spin-Off Effective Time, in a form to be mutually agreed among the parties hereto.

Section 5.2. Covenants of GM and Hughes.

(a) Amendments to and Termination of the GM Transaction Agreements and Certain Other Agreements. Each of GM and Hughes agrees that, prior to the Merger Effective Time, it will, subject to the provisions of the immediately following sentence, consult with EchoStar regarding any change, amendment or waiver that is proposed to be made to any of the GM Transaction Agreements, the Hughes Transaction Agreements or any of the other agreements contemplated thereby. During such period, no changes or amendments will be made to such agreements, or waivers of rights under such agreements, without the written consent of EchoStar, unless such changes or amendments, taken together with all other changes and amendments (i) could not reasonably be foreseen to have an adverse effect on the business, assets, liabilities or financial condition of Hughes and (ii) do not shift responsibility for any liabilities between GM and any GM Affiliate, on the one hand, and Hughes and any Hughes Affiliate, on the other hand, change in any substantive or non-immaterial respect any conditions or termination provisions, change any terms or provisions in which a change thereof would be prohibited after receipt of the Requisite Stockholder Approval, or impair or delay the consummation of the GM Transactions or the Merger. Each of GM and Hughes agrees that it shall not, and shall not permit any of its affiliates to, terminate any of the GM Transaction Agreements, the Hughes Transaction Agreements or any of the other agreements contemplated thereby, other than in connection with the termination of this Agreement, the GM/Hughes Separation Agreement or the Merger Agreement (each of which may be terminated in accordance with its terms), without the written consent of EchoStar. Each of GM and Hughes shall promptly provide to EchoStar a copy of any amendment to any of the GM Transaction Agreements or Hughes Transaction Agreements.

(b) Director and Officer Insurance.

(i) Claims-Made Coverage. Until the six (6) year anniversary of the Spin-Off Effective Time, or until such earlier time as Hughes requests, GM shall provide directors' and officers' liability insurance ("D&O Insurance") covering each Hughes Covered Person for all applicable incidents, acts or omissions occurring prior to the Spin-Off Effective Time, regardless of

when, prior to the six (6) year anniversary of the Spin-Off Effective Time (or Hughes' earlier termination of coverage), any claims relating to such incidents, acts or omissions are presented. Except as set forth in 5.2(b)(iv), GM shall provide such coverage at no cost to Hughes. Such insurance coverage shall be no less favorable to any Hughes Covered Person in coverage or amount than the lesser of (A) the coverage in effect at the Spin-Off Effective Time or (B) any applicable insurance coverage in effect for GM at the time of the claim; provided, however, that with respect to clause (B) above, if GM determines that (x) the amount or scope of such coverage will be reduced to a level materially inferior to the level of coverage in existence immediately prior to the Spin-Off Effective Time or (y) the retention or deductible levels applicable to such coverage, if any, will be increased to a level materially greater than the levels in existence immediately prior to the Spin-Off Effective Time, GM shall give Hughes notice of such determination as promptly as practicable, but in no event less than thirty (30) days prior to the effectiveness of such reduction in coverage or increase in retention or deductible levels. Upon notice of such determination, Hughes shall be entitled to no less than ninety (90) days to evaluate its options regarding continuance of coverage hereunder and may cancel all or any portion of such coverage as of any day within such ninety (90) day period, regardless of whether such date coincides with any anniversary of the Spin-Off Effective Time. At any time during the period that GM is obligated to provide coverage pursuant to this Section 5.2(b)(i), upon at least thirty (30) days prior written notice, Hughes may request GM to cancel all or any portion of such coverage as of the next anniversary of the Spin-Off Effective Time. In the event of any cancellation of coverage by Hughes pursuant to this Section 5.2(b)(i), GM shall have no obligation to provide such canceled coverage with respect to any period from and after the effective date of such termination. The term "coverage" as used in this Section 5.2(b) shall be deemed to include all applicable excess coverage. For the purposes of this Agreement, (I) "Hughes Covered Person" means each individual who served at any time within the six (6) year period prior to the Spin-Off Effective Time as a director, director nominee or officer of Hughes, any Hughes Affiliate or any corporation to which Hughes is a successor, in each case to the extent covered by a particular GM Insurance Policy (as defined below) providing D&O Insurance coverage; and (II) "GM Insurance Policy" means any policy of insurance maintained by GM or any GM Affiliate prior to the Spin-Off Effective Time.

(ii) Occurrence Coverage for Prior Acts. GM shall take no action to remove any Hughes Covered Person from D&O Insurance coverage under any GM Insurance Policy effective at, or at any time prior to, the Spin-Off Effective Time that is written on an occurrence basis.

(iii) Claims. With respect to any claims for incidents, acts or omissions occurring prior to or at the Spin-Off Effective Time, for which any Hughes Covered Person may be entitled to assert a claim for recovery under any GM Insurance Policy providing D&O Insurance coverage in accordance with the terms thereof, GM, at the request of Hughes, shall use commercially reasonable efforts in asserting, or assisting Hughes in asserting, such claims under any such GM Insurance Policy providing D&O Insurance coverage; provided, that in all cases (A) Hughes shall

promptly pay or reimburse GM for all costs and expenses incurred by GM in connection with such claims (whether such claims were made before or are made after the Spin-Off Effective Time), including retrospective premium adjustments to the extent attributable to such claims, (B) to the full extent permitted by contract and law, the control and administration of such GM Insurance Policies providing D&O Insurance coverage, including with respect to any proposed buyouts of such GM Insurance Policies, shall remain with GM, (C) such claims shall be subject to (and recovery thereon shall be reduced by the amount of) any applicable deductibles, retentions, self-insurance provisions or any payment or reimbursement obligations of GM or any GM Affiliate in respect thereof, (D) with respect to claims-made GM Insurance Policies, such claims must have been incurred and reported prior to the Spin-Off Effective Time to the extent required by such policies and (E) Hughes shall promptly report to GM any such claims. GM (or, in the event that the primary economic burden is to be borne by Hughes by virtue of deductibles, retentions and retrospective premium adjustments, GM and Hughes) and GM's insurers shall have the right to control the investigation, defense and settlement of claims, but no such settlement may be effected without the consent of Hughes, which consent shall not be unreasonably withheld or delayed, unless such settlement includes as an unconditional term thereof the delivery of a written release of Hughes and any other insured parties from all liability in respect of such claim.

(iv) Treatment of Certain Retentions and Deductibles. Responsibility for deductible and self-insured amounts with respect to any GM Insurance Policy providing D&O Insurance coverage provided or maintained after the Spin-Off Effective Time pursuant to Section 5.2(b)(i) or 5.2(b)(ii) as it relates to coverage for any Hughes Covered Person shall be borne one hundred percent (100%) by Hughes. Notwithstanding the foregoing, if GM and Hughes are involved in the same claim, GM and Hughes shall negotiate in good faith the fair allocation of any self-insurance retention or other deductible payable under the GM Insurance Policies providing D&O Insurance coverage. Such allocation shall be based upon all relevant factors, including, without limitation and as appropriate, the relative number of Persons affiliated with Hughes or GM that are involved in such claim and the nature of the allegations with respect to each such Person.

(v) Adjustment of Premiums Applicable to Period Prior to the Spin-Off Merger Effective Time. Any premiums that have been paid or are payable by Hughes to GM with respect to D&O Insurance coverage under any of the GM Insurance Policies maintained or provided prior to the Spin-Off Effective Time shall be pro-rated, and as soon as practicable after the Spin-Off Effective Time shall be either refunded by GM to Hughes or paid by Hughes to GM, as appropriate, so that Hughes is responsible for only those premiums relating to (A) any full policy year ending prior to the Spin-Off Effective Time and (B) the partial policy year ending at the Spin-Off Effective Time.

(c) Letters of Accountants.

(i) To the extent applicable as a result of any requirement to include their respective financial statements in the Spin-Off/Merger Registration Statement, GM and Hughes shall use commercially reasonable efforts to cause to be delivered to EchoStar to the extent permitted by applicable accounting standards letters from the independent accountants of each of GM and Hughes, dated a date within two (2) Business Days before the date on which the Spin-Off/Merger Registration Statement shall become effective, addressed to EchoStar and its Board of Directors, customary in form and scope for comfort letters delivered by independent public accountants in connection with registration statements similar to the Spin-Off/Merger Registration Statement.

(ii) To the extent applicable as a result of any requirement to include their respective financial statements in the EchoStar Information Statement, GM and Hughes shall use commercially reasonable efforts to cause to be delivered to EchoStar to the extent permitted by applicable accounting standards in connection with the EchoStar Information Statement two (2) letters from the independent accountants of each of GM and Hughes, one dated a date within two (2) Business Days before the date on which the registration statement(s) containing the EchoStar Information Statement shall become effective and one dated a date within two (2) Business Days before the date on which the EchoStar Information Statement is mailed to EchoStar's stockholders, in each case addressed to EchoStar and its Board of Directors, customary in form and scope for comfort letters delivered by independent public accountants in connection with registration statements and information statements similar to the EchoStar Information Statement.

(d) Pre-Closing Cooperation. GM and Hughes promptly shall furnish EchoStar with all information concerning each of them as may reasonably be requested by EchoStar for use by Sullivan & Cromwell, special counsel to EchoStar, in preparing its tax opinion to the effect that the Merger qualifies as a reorganization pursuant to Section 368(a) of the Code (the "EchoStar Section 368 Opinion"). GM and Hughes shall provide EchoStar with such representations and warranties as may reasonably be requested by EchoStar with respect to the EchoStar Section 368 Opinion.

(e) GM Sale Process Claims.

(i) EACH OF GM AND HUGHES, ON BEHALF OF ITSELF AND THE GM AFFILIATES AND THE HUGHES AFFILIATES, RESPECTIVELY, ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF ECHOSTAR SET FORTH IN THIS AGREEMENT, THE MERGER AGREEMENT OR ANY OF THE AGREEMENTS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE TRANSACTION AGREEMENTS), ECHOSTAR MAKES NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS

AGREEMENT, THE MERGER AGREEMENT OR ANY OF THE AGREEMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE TRANSACTION AGREEMENTS). Each of GM and Hughes, on behalf of itself and the GM Affiliates and the Hughes Affiliates, respectively, represents and warrants to EchoStar that in making its determination to enter into, and to proceed with the transactions contemplated by this Agreement, the Merger Agreement or any of the agreements or transactions contemplated hereby or thereby (including the Transaction Agreements), it has not relied on and will not rely on any representation, warranty or covenant of EchoStar or any EchoStar Affiliate, or of any of their respective Representatives, other than the express representations, warranties and covenants of EchoStar set forth in this Agreement or any of the agreements contemplated hereby to which each of EchoStar, on the one hand, and GM or Hughes on the other hand, is a party (including the other Transaction Agreements).

(ii) Other than with respect to any claim based on a breach by EchoStar of any of the Transaction Agreements to which EchoStar is a party, each of GM and Hughes, on behalf of itself and the GM Affiliates and the Hughes Affiliates, respectively, hereby waives, releases and forever discharges any and all claims (including any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law or in equity, whether related to, arising out of or due to occurrences or conditions prior to, on or after the Merger Effective Time, and whether known or unknown, suspected, or claimed) against EchoStar or any EchoStar Affiliate or any of their respective Representatives which any of GM, any GM Affiliate, Hughes or any Hughes Affiliate may have to the extent related to, arising out of or due to, directly or indirectly, the investigation, consideration or pursuit (including the adequacy of disclosures to and due diligence of GM, Hughes or any unaffiliated Persons and including any allegations of breach of fiduciary duty with respect to the transactions contemplated by this Agreement and the Merger Agreement) of one or more strategic business combination transactions involving EchoStar or any EchoStar Affiliate, and one or more unaffiliated Persons (any such claim, a "GM Sale Process Claim"), except to the extent that any of GM or Hughes hereafter incurs any Losses (as defined below) in respect thereof arising out of a Third-Party Claim (as defined below). For the purposes of this Agreement, "Losses" means any losses, liabilities, claims, obligations, Taxes (as defined below), demands, judgments, damages, dues, penalties, assessments, fines (civil or criminal), costs, liens, expenses, forfeitures, settlements or fees, attorneys' fees and court costs or other expenses, of any nature or kind, whether or not the same would properly be reflected on a balance sheet.

(iii) Other than with respect to any claim based on a breach by EchoStar of any of the Transaction Agreements to which EchoStar is a party, each of GM and Hughes agrees that it shall not, and shall cause the GM Affiliates and the Hughes Affiliates, respectively, not to, seek to recover from EchoStar or any EchoStar Affiliate or any of their respective Representatives any Losses to the extent that such Losses relate to, arise out of or are due to a GM Sale Process

Claim unless and until such time, and only to the extent that, any of GM or Hughes incurs any Losses in respect thereof arising out of a Third-Party Claim.

(f) Hughes Sale Process Claims.

(i) HUGHES, ON BEHALF OF ITSELF AND EACH HUGHES AFFILIATE, RESPECTIVELY, ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF GM SET FORTH IN THIS AGREEMENT, THE GM/HUGHES SEPARATION AGREEMENT OR ANY OF THE AGREEMENTS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE TRANSACTION AGREEMENTS), GM MAKES NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE GM/HUGHES SEPARATION AGREEMENT, THE MERGER AGREEMENT OR ANY OF THE AGREEMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE TRANSACTION AGREEMENTS). Hughes, on behalf of itself and each Hughes Affiliate, respectively, represents and warrants to GM that in making its determination to enter into, and to proceed with the transactions contemplated by, this Agreement, the GM/Hughes Separation Agreement, the Merger Agreement and each of the agreements contemplated hereby and thereby (including the Transaction Agreements), it has not relied on and will not rely on any representation, warranty or covenant of GM, any GM Affiliate, or any Representative of GM or any GM Affiliate, other than the express representations, warranties and covenants of GM set forth in this Agreement, the GM/Hughes Separation Agreement or any of the agreements contemplated hereby or thereby to which Hughes and GM are each a party (including the Transaction Agreements).

(ii) Other than with respect to any claim based on a breach by GM of any of the Transaction Agreements to which GM is a party, Hughes, on behalf of itself and each Hughes Affiliate, hereby waives, releases and forever discharges any and all claims (including any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, whether related to, arising out of, or due to occurrences or conditions prior to, on or after the Spin-Off Effective Time, and whether known or unknown, suspected, or claimed) against GM, any GM Affiliate or any of their respective Representatives which Hughes or any Hughes Affiliate may have to the extent related to, arising out of or due to, directly or indirectly, the investigation, consideration or pursuit (including the adequacy of disclosure by and due diligence of GM, Hughes or any unaffiliated Persons and including any allegations of breach of fiduciary duty with respect to the transactions contemplated by this Agreement and the Merger Agreement) of one or more strategic business combination transactions involving Hughes or any Hughes Affiliate and one or more unaffiliated Persons (any such claim, a "Hughes Sale Process Claim"), except to the extent that Hughes hereafter incurs any Losses in respect thereof arising out of a Third-Party Claim.

(iii) Other than with respect to any claim based on a breach by GM of the Transaction Agreements to which GM is a party, Hughes agrees that it shall not, and shall cause each Hughes Affiliate not to, seek to recover from GM, any GM Affiliate or any of their respective Representatives any Losses, to the extent that such Losses relate to, arise out of or are due to, directly or indirectly, any Hughes Sale Process Claim unless and until such time, and only to the extent that, Hughes incurs any Losses in respect thereof arising out of a Third-Party Claim.

(g) GM-Hughes Sale Process Claims.

(i) GM, ON BEHALF OF ITSELF AND EACH GM AFFILIATE, RESPECTIVELY, ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF HUGHES SET FORTH IN THIS AGREEMENT, THE GM/HUGHES SEPARATION AGREEMENT OR ANY OF THE AGREEMENTS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE TRANSACTION AGREEMENTS), HUGHES MAKES NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE GM/HUGHES SEPARATION AGREEMENT, THE MERGER AGREEMENT OR ANY OF THE AGREEMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE TRANSACTION AGREEMENTS). GM, on behalf of itself and each GM Affiliate, respectively, represents and warrants to Hughes that in making its determination to enter into, and to proceed with the transactions contemplated by, this Agreement, the GM/Hughes Separation Agreement, the Merger Agreement and each of the agreements contemplated hereby and thereby (including the Transaction Agreements), it has not relied on and will not rely on any representation, warranty or covenant of Hughes, any Hughes Affiliate, or any Representative of Hughes or any Hughes Affiliate, other than the express representations, warranties and covenants of Hughes set forth in this Agreement, the GM/Hughes Separation Agreement or any of the agreements contemplated hereby or thereby to which GM and Hughes are each a party (including the Transaction Agreements).

(ii) Other than with respect to any claim based on a breach by Hughes of the Transaction Agreements to which Hughes is a party, GM, on behalf of itself and each GM Affiliate, hereby waives, releases and forever discharges any and all claims (including any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, whether related to, arising out of, or due to occurrences or conditions prior to, on or after the Spin-Off Effective Time, and whether known or unknown, suspected, or claimed) against Hughes, any Hughes Affiliate or any of their respective Representatives which GM or any GM Affiliate may have to the extent related to, arising out of or due to, directly or indirectly, the investigation, consideration or pursuit (including the adequacy of disclosure by and due diligence of Hughes, GM or any

unaffiliated Persons and including any allegations of breach of fiduciary duty with respect to the transactions contemplated by this Agreement and the Merger Agreement) of one or more strategic business combination transactions involving Hughes or any Hughes Affiliate and one or more unaffiliated Persons (any such claim, a "GM-Hughes Sale Process Claim"), except to the extent that GM hereafter incurs any Losses in respect thereof arising out of a Third-Party Claim.

(iii) Other than with respect to any claim based on a breach by Hughes of the Transaction Agreements to which Hughes is a party, GM agrees that it shall not, and shall cause each GM Affiliate not to, seek to recover from Hughes, any Hughes Affiliate or any of their respective Representatives any Losses, to the extent that such Losses relate to, arise out of or are due to, directly or indirectly, any GM-Hughes Sale Process Claim unless and until such time, and only to the extent that, GM incurs any Losses in respect thereof arising out of a Third-Party Claim.

(h) Remaining Shares. In the event that either (i) the IRS requires, as a condition to the issuance of the Ruling, that GM distribute all or any of the Remaining Shares (as defined below) in the Spin-Off to the holders of the GM $\$1\text{-}2/3$ Common Stock or (ii) in connection with the Ruling Request, the IRS does not issue a ruling to the effect that GM may retain and subsequently dispose of the Remaining Shares, under conditions acceptable to GM in its sole and absolute discretion, in a manner that will not cause the retention and disposition of the Remaining Shares to be treated as part of a Section 355(e) Plan (as defined below) that includes the GM Transactions and the Merger (a "Remaining Shares Section 355(e) Ruling"), then GM shall distribute in the Spin-Off to the holders of the GM $\$1\text{-}2/3$ Common Stock (the "Remaining Shares Distribution") (A) in the case of clause (i) above, all or the specified portion of the Remaining Shares and (B) in the case of clause (ii) above, such number of the Remaining Shares (up to the number of Remaining Shares then held by GM) as is necessary to allow the condition contained in Section 6.1(h) of the Merger Agreement to be satisfied. If the IRS issues a Remaining Shares Section 355(e) Ruling, then GM may, in its sole and absolute discretion, retain, distribute or otherwise dispose of or deal with the Remaining Shares; provided that GM shall comply with any condition imposed by the IRS, in connection with the Ruling or the Remaining Shares Section 355(e) Ruling, that relates to the Remaining Shares. For the purposes of this Agreement, "Remaining Shares" means those shares of Hughes Class C Common Stock, if any, held by GM immediately prior to the Spin-Off Effective Time that (I) will not be distributed by GM to the holders of the GM Class H Common Stock in the Spin-Off and (II) will not be transferred in any GM Debt/Equity Exchange.

(i) Solvency Opinion. Prior to the Hughes Recapitalization, Hughes shall use commercially reasonable efforts to seek an opinion of Houlihan Lokey Howard & Zukin (the "Solvency Opinion"), a copy of which shall be provided to EchoStar, if requested, regarding Hughes' ability to declare the dividend contemplated by the Hughes Recapitalization.

(j) Certain Merger Agreement Covenants. GM shall use commercially reasonable efforts to take all actions in its capacity as the sole stockholder of Hughes to allow Hughes to comply with Hughes' covenant in Section 5.3(a)(iv) of the Merger Agreement. Except as expressly contemplated by any of the GM Transaction Agreements, Hughes Transaction Agreements or EchoStar Transaction Agreements, GM shall not take any action in respect of Hughes that, if taken by Hughes, would cause Hughes to violate the covenants set forth in Sections 5.3(a)(iii), (v), (vi), (vii), (ix), (x), (xi) or (xiii) of the Merger Agreement.

(k) GM Class H Common Stock. From and after the date hereof until immediately prior to the Spin-Off Effective Time, except for (i) following the effectiveness of the GM Charter Amendment, reducing the Denominator of the Class H Fraction as contemplated by Section 1.1(b) of the GM/Hughes Separation Agreement, (ii) increasing the Numerator and the Denominator of the Class H Fraction to include such number of shares of GM Class H Common Stock issued in the event that shares are issued as a result of the conversion of the GM Series H Preference Stock into GM Class H Common Stock, (iii) increasing the Numerator and the Denominator of the Class H Fraction as a result of the grant and/or exercise of employee stock options as provided in the GM Certificate of Incorporation, (iv) adjusting the Numerator and the Denominator of the Class H Fraction to reflect changes during the applicable quarterly accounting period due to the passage of time and (v) increasing the Numerator of the Class H Fraction to include the number of shares of GM Class H Common Stock issued as a result of any GM Debt/Equity Exchange, and except as contemplated by the Transaction Agreements and the transactions contemplated thereby, (A) GM shall not adjust the Numerator or the Denominator of the Class H Fraction or take any actions that would require it to do so and (B) GM shall not do or effect any of the following actions with respect to the GM Class H Common Stock: (I) adjust, split, combine, recapitalize or reclassify the GM Class H Common Stock, (II) make, declare or pay any dividend or distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of GM Class H Common Stock or any securities or obligations convertible into or exchangeable for shares of GM Class H Common Stock, (III) grant any Person any right or option to acquire any shares of GM Class H Common Stock other than grants in accordance with, and to the extent permitted by Hughes pursuant to, Section 5.1(j) of the Merger Agreement, (IV) issue, deliver or sell or agree to issue, deliver or sell any additional shares of GM Class H Common Stock or any securities or obligations convertible into or exchangeable for any shares of GM Class H Common Stock (except pursuant to the exercise of outstanding options and options issued after the date hereof in accordance with, and to the extent permitted by Hughes pursuant to, Section 5.1(j) of the Merger Agreement) or (V) enter into any agreement, understanding or arrangement with respect to the sale or voting of GM Class H Common Stock.

(l) GM Cooperation with Regulatory Matters.

(i) In furtherance of the covenants of Hughes set forth in Section 5.1(b) of the Merger Agreement, as soon as practicable, and in any event within twenty (20) Business Days

after the date hereof, GM shall file any Notification and Report Forms and related material required to be filed by it with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice under the HSR Act and any similar required notifications under the laws of any foreign jurisdiction with respect to the Merger and the transactions contemplated by the Merger Agreement and shall promptly make any further filings pursuant thereto that may be necessary, proper or advisable. GM shall, subject to Section 5.1(b)(v) of the Merger Agreement: (A) use best efforts to obtain prompt termination of any waiting period under the HSR Act (including any extension of the initial thirty (30) day waiting period) with respect to the Merger, and shall not, without the prior consent of EchoStar, agree with any Governmental Authority to cause Hughes not to consummate the Merger for a period of time beyond the expiration of the waiting period applicable to the consummation of the Merger under the HSR Act or to extend the Closing Date (as defined in the Merger Agreement) to a date within the ninety (90) day period prior to the Outside Date (as defined in the Merger Agreement); (B) furnish to Hughes and EchoStar such information and assistance as EchoStar may reasonably request in connection with the preparation of any submissions to, or agency proceeding by, any Governmental Authority under any Antitrust Law (as defined in the Merger Agreement); (C) keep Hughes and EchoStar promptly apprised of any communications with, and inquiries or requests for information from, such Governmental Authority; (D) permit Hughes and EchoStar to review any material communication given by it to, and consult with Hughes and EchoStar in advance of any meetings or conferences with, any Governmental Authority or, in connection with any proceeding by a private party, with any other Person, give Hughes and EchoStar the opportunity to attend and participate in such meetings and conferences; and (v) use best efforts to cooperate with Hughes and EchoStar to cause the conditions set forth in Section 6.1(b) of the Merger Agreement to be satisfied; provided that GM shall not take any action that would be reasonably likely to (1) prevent the delivery of the Tax Opinions or the Ruling, or (2) cause the representations and assumptions underlying the Tax Opinions or the Ruling not to be true and correct in all material respects.

(ii) In furtherance and not in limitation of the covenants of GM contained in this Section 5.2(1), GM shall use best efforts in cooperating with Hughes to resolve such objections, if any, as may be asserted with respect to the transactions contemplated by the Merger Agreement under any rules and regulations of any Antitrust Law (as defined in the Merger Agreement). In connection with the foregoing, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by the Merger Agreement as violative of any Antitrust Law, GM shall, subject to Section 5.1(b)(v) of the Merger Agreement, use best efforts in cooperating with Hughes to avoid the institution of any such action or proceeding and to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by the Merger Agreement.

(iii) If any objections are asserted with respect to the transactions contemplated by the Merger Agreement under any Antitrust Law or if any suit is instituted by any

Governmental Authority or any private party challenging any of the transactions contemplated by the Merger Agreement as violative of any Antitrust Law, GM shall, subject to Section 5.1(b)(v) of the Merger Agreement, use its best efforts in cooperating with Hughes to resolve any such objections or challenge as such Governmental Authority or private party may have to such transactions under such law so as to permit consummation of the transactions contemplated by the Merger Agreement. In furtherance and not in limitation of the foregoing, GM (and, to the extent required by any Governmental Authority, their Subsidiaries and affiliates (other than Hughes and any Hughes Affiliates) over which they exercise control) shall be required, subject to Section 5.1(b)(v) of the Merger Agreement, to enter into a settlement, undertaking, consent decree, stipulation or other agreement (each, a "Settlement") with a Governmental Authority regarding antitrust matters in connection with the transactions contemplated by the Merger Agreement, including any Settlement that requires Hughes to hold separate (including by establishing a trust or otherwise) or to sell or otherwise dispose of any of its assets or its subsidiaries' efforts.

Section 5.3. Covenants and Agreements of EchoStar.

(a) Amendments to and Termination of the EchoStar Transaction Agreements. EchoStar agrees that, prior to the Merger Effective Time, it will, subject to the provisions of the immediately following sentence, consult with GM and Hughes regarding any change, amendment or waiver that is proposed to be made to any of the EchoStar Transaction Agreements or any of the other agreements contemplated thereby. During such period, no changes or amendments will be made to any such agreements, or waivers of rights under such agreements, without the written consent of GM and Hughes, unless such changes or amendments, taken together with all other changes and amendments, (i) could not reasonably be foreseen to have an adverse effect on the business, assets, liabilities or financial condition of EchoStar or, following the Merger Effective Time, Hughes, and (ii) do not change in any substantive or non-immaterial respect any conditions or termination provisions, change any terms or provisions in which a change thereof would be prohibited after a stockholder vote, or impair or delay the consummation of the Merger, any GM Debt/Equity Exchange or the GM Transactions. EchoStar shall not, and shall not permit any of its affiliates to, terminate any of the EchoStar Transaction Agreements or any of the other agreements contemplated thereby, other than in connection with a termination of this Agreement or the Merger Agreement (each of which may be terminated in accordance with its terms), without the written consent of GM and Hughes. EchoStar shall promptly provide GM and Hughes a copy of any amendment to any of the EchoStar Transaction Agreements. Notwithstanding the foregoing, the parties agree that EchoStar may take any of the foregoing actions with respect to the Merger Financing Agreement and the PanAmSat Financing Agreement, subject to compliance with the relevant terms of the Merger Agreement and the PanAmSat Stock Purchase Agreement, respectively.

(b) Letter of Accountants.

(i) To the extent applicable as a result of any requirement to include its financial statements in the Spin-Off/Merger Registration Statement, EchoStar shall use commercially

reasonable efforts to cause to be delivered to GM and Hughes to the extent permitted by applicable accounting standards, if and to the extent applicable in view of the status of Hughes as a registrant under the Securities Act in connection with Spin-Off/Merger Registration Statement, letters from the independent accountants of EchoStar, dated a date within two (2) Business Days before the date on which the Spin-Off/Merger Registration Statement shall become effective, addressed to Hughes and GM and their respective Boards of Directors, customary in form and scope for comfort letters delivered by independent public accountants in connection with registration statements similar to the Spin-Off/Merger Registration Statement.

(ii) To the extent applicable as a result of any requirement to include its financial statements in any GM Debt/Equity Exchange Registration Statement, each of EchoStar and Hughes shall use commercially reasonable efforts to cause to be delivered to GM to the extent permitted by applicable accounting standards, if and to the extent applicable in view of the status of GM as a registrant under the Securities Act in connection with any GM Debt/Equity Exchange Registration Statement, letters from the respective independent accountants of EchoStar and Hughes, dated as of a date within two (2) Business Days before the date on which any GM Debt/Equity Exchange Registration Statement shall become effective, addressed to GM and the GM respective Boards of Directors, customary in form and scope for comfort letters delivered by independent public accountants in connection with registration statements similar to such GM Debt/Equity Exchange Registration Statement.

(iii) To the extent applicable as a result of any requirement to include its financial statements in any GM Proxy/Consent Solicitation Statement, EchoStar and Hughes shall use commercially reasonable efforts to cause to be delivered to GM to the extent permitted by applicable accounting standards in connection with any GM Proxy/Consent Solicitation Statement two (2) letters from the independent accountants of EchoStar, one dated a date within two (2) Business Days before the date on which the registration statement(s) containing such GM Proxy/Consent Solicitation Statement shall become effective and one dated a date within two (2) Business Days before the date on which such GM Proxy/Consent Solicitation Statement is mailed to GM's stockholders, in each case addressed to GM and the GM Board of Directors, customary in form and scope for comfort letters delivered by independent public accountants in connection with proxy or consent solicitation statements similar to such GM Proxy/Consent Solicitation Statement.

(c) Merger Agreement Covenants. EchoStar hereby covenants to GM as to each of the matters set forth in the covenants made by EchoStar in the Merger Agreement to the full extent set forth therein as though such covenants were made by EchoStar to GM in this Agreement.

(d) Pre-Closing Cooperation. EchoStar promptly shall furnish GM with all information concerning it and its affiliates as may reasonably be requested by GM (i) for inclusion in the Ruling Request or any other IRS Submission and (ii) for use by (A) Weil, Gotshal & Manges LLP, counsel to Hughes and GM, in preparing its opinion to the effect that the Merger qualifies as

a reorganization pursuant to Section 368 of the Code (the "Section 368 Opinion") and (B) Kirkland & Ellis, special counsel to GM (together with Weil, Gotshal & Manges LLP, "Tax Counsel"), in preparing its opinions to the effect that the recapitalization of the GM $\frac{1}{3}$ Common Stock and the GM Class H Common Stock arising from the adoption of the GM Charter Amendment will be tax free to GM, the holders of the GM $\frac{1}{3}$ Common Stock and the holders of the GM Class H Common Stock, and the GM Class H Common Stock is stock of GM for United States federal income tax purposes (the "Ancillary Tax Opinions" and, together with the Section 368 Opinion, the "Tax Opinions").

(e) EchoStar Sale Process Claims.

(i) ECHOSTAR, ON BEHALF OF ITSELF AND EACH ECHOSTAR AFFILIATE, RESPECTIVELY, ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF GM AND HUGHES SET FORTH IN THIS AGREEMENT, THE MERGER AGREEMENT OR ANY OF THE AGREEMENTS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE TRANSACTION AGREEMENTS), GM AND HUGHES MAKE NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER, EXPRESSED OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE MERGER AGREEMENT OR ANY OF THE AGREEMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE TRANSACTION AGREEMENTS). EchoStar, on behalf of itself and each EchoStar Affiliate, respectively, represents and warrants to GM and Hughes that in making its determination to enter into, and to proceed with the transactions contemplated by, this Agreement, the Merger Agreement or any of the agreements contemplated hereby and thereby (including the Transaction Agreements), it has not relied on and will not rely on any representation, warranty or covenant of GM, Hughes, any GM Affiliate or any Hughes Affiliate, or any Representative of GM, Hughes, any GM Affiliate or any Hughes Affiliate, other than (A) the express representations, warranties and covenants of GM set forth in this Agreement or any of the agreements contemplated hereby to which each of GM, on the one hand, and EchoStar, on the other hand, is a party and (B) the express representations, warranties and covenants of Hughes (with respect to which, in each case, GM makes no representation, warranty or covenant except as expressly provided therein) set forth in the Merger Agreement (including the Hughes Disclosure Schedule (as defined below)), this Agreement or any of the agreements contemplated hereby or thereby to which Hughes, on the one hand, and EchoStar, on the other hand, is a party (including the Transaction Agreements).

(ii) Other than with respect to any claim based on a breach by GM or Hughes of any of the EchoStar Transaction Agreements to which GM or Hughes, as applicable, is a party, EchoStar, on behalf of itself and the EchoStar Affiliates, hereby waives, releases and forever discharges any and all claims (including any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive

or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, whether related to, arising out of or due to occurrences or conditions prior to, on or after the Merger Effective Time, and whether known or unknown, suspected, or claimed) against GM, any GM Affiliate, Hughes, any Hughes Affiliate or any of their respective Representatives which any of EchoStar or any EchoStar Affiliate may have to the extent related to, arising out of or due to, directly or indirectly, the investigation, consideration or pursuit (including the adequacy of disclosures to and due diligence of EchoStar, any EchoStar Affiliate, GM, Hughes, any Hughes Affiliate or any unaffiliated Persons and including any allegations of breach of fiduciary duty with respect to the transactions contemplated by this Agreement and the Merger Agreement) of one or more strategic business combination transactions involving Hughes or any Hughes Affiliate, and one or more unaffiliated Persons (any such claim, a "EchoStar Sale Process Claim"), except to the extent that EchoStar hereafter incurs any Losses in respect thereof arising out of a Third-Party Claim.

(iii) Other than with respect to any claim based on a breach by GM or Hughes of any Transaction Agreements to which GM or Hughes, as applicable, is a party, EchoStar agrees that it shall not, and shall cause the EchoStar Affiliates not to, seek to recover from GM, any GM Affiliate, Hughes, any Hughes Affiliate or any of their respective Representatives any Losses to the extent that such Losses relate to, arise out of or are due to an EchoStar Sale Process Claim unless and until such time, and only to the extent that EchoStar incurs any Losses in respect thereof arising out of a Third-Party Claim.

(f) Payment of Demand Note. EchoStar shall use commercially reasonable efforts to cooperate with Hughes to ensure that the Demand Note, if any, shall, subject to the consummation of the Merger, be paid in full immediately upon the occurrence of the Merger Effective Time as set forth in Section 1.1(a)(ii) of the GM/Hughes Separation Agreement.

(g) Mailing of the EchoStar Information Statement. EchoStar shall mail the EchoStar Information Statement to its stockholders on a date reasonably proximate to the Mailing Date in compliance with Applicable Law, including Regulation 14(c) of the Exchange Act.

ARTICLE 6

TAX-FREE STATUS OF THE SPIN-OFF

Section 6.1. Representations and Warranties.

(a) Hughes. Hughes hereby represents and warrants that (i) it has examined or, prior to the Spin-Off Effective Time, will examine the Ruling and any other rulings issued by the IRS in connection with the Spin-Off, the Tax Opinions, each IRS Submission, the representation letters relating to the Tax Opinions and any other materials delivered or deliverable by GM and others in connection with the rendering by Tax Counsel of the Tax Opinions and the issuance by the IRS of the Ruling and such other rulings (all of the foregoing, collectively, the "Tax Materials"), which to the extent related to Hughes shall be in form and substance reasonably satisfactory to Hughes, and (ii) the facts presented and the representations made therein, to the extent descriptive of Hughes (including the business purposes for the Spin-Off, the representations in the Tax Materials to the extent that they relate to Hughes, the timing and amount of, and other circumstances relating to, any issuance of GM Class H Common Stock occurring prior to the completion of the Spin-Off and the plans, proposals, intentions and policies of Hughes), are true, correct and complete in all material respects; provided that Hughes makes no representation or warranty with respect to such facts presented and representations made regarding those issuances that are specifically described in Section 6.1(b) below. The representations and warranties set forth in this Section 6.1(a) shall be true and correct as of the date hereof and at all times through and including the Spin-Off Effective Time.

(b) GM. GM hereby represents and warrants that (i) it has examined or, prior to the Spin-Off Effective Time, will examine the Tax Materials and (ii) the facts presented and the representations made therein, to the extent descriptive of GM (including the business purposes for the Spin-Off, the representations in the Tax Materials to the extent that they relate to GM, the timing and amount of, and other circumstances relating to, the contribution by GM of shares of GM Class H Common Stock to certain employee benefit plans of GM in June 2000, the offering of newly issued shares of GM Class H Common Stock in exchange for outstanding shares of GM \$1-2/3 Common Stock in May 2000 and any issuance of GM Class H Common Stock GM in any GM Debt/Equity Exchange, and the plans, proposals, intentions and policies of GM), are true, correct and complete in all material respects. The representations and warranties set forth in this Section 6.1(b) shall be true and correct as of the date hereof and at all times through and including the Spin-Off Effective Time.

Section 6.2. Restrictions Relating to the Spin-Off.

(a) In General. The parties intend the Spin-Off to qualify as a distribution of Hughes stock to GM stockholders with respect to which no gain or loss is recognized by GM or any GM Affiliate, Hughes or their respective stockholders pursuant to Section 355 and related provisions of the Code (such nonrecognition, the "Tax-Free Status of the Spin-Off"). Neither Hughes nor EchoStar shall, nor shall Hughes or EchoStar permit any of their respective Subsidiaries to, take any action (including entering into any agreement, understanding or arrangement or any substantial negotiations with respect to any transaction or series of transactions) that, or fail to take any action within its control the failure of which, would cause the Spin-Off to fail so to qualify in any respect

or to any extent (any such action or failure to act, a "Disqualifying Action"). Further, neither Hughes nor EchoStar shall, nor shall Hughes or EchoStar permit any of their respective Subsidiaries to, take any action (including entering into any agreement, understanding or arrangement or any substantial negotiations with respect to any transaction or series of transactions) that, or fail to take any action the failure of which, would result in a more than immaterial possibility that the Tax-Free Status of the Spin-Off would be jeopardized (any such action or failure to act, a "Potential Disqualifying Action"), including any action or failure to act that would be reasonably likely to be inconsistent with any representation made in the Tax Materials, unless, prior to the taking of the Potential Disqualifying Action, GM has determined, in its reasonable discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status of the Spin-Off, that the Potential Disqualifying Action would not jeopardize the Tax-Free Status of the Spin-Off. Notwithstanding the foregoing, if and to the extent that any Potential Disqualifying Action is described in and specifically permitted pursuant to Sections 6.2(d), (e) or (f), such Potential Disqualifying Action shall not be subject to the prior consent of GM pursuant to this Section 6.2(a).

(b) [Intentionally omitted]

(c) Proposed Acquisition Transactions. Until the first day after the second anniversary of the Spin-Off Effective Time, neither Hughes nor EchoStar shall, nor shall Hughes or EchoStar permit any of their respective Subsidiaries to:

(i) enter into any agreement, understanding or arrangement or any substantial negotiations with respect to any transaction or series of transactions (any such transaction, including any issuance or transfer of an option (as defined for purposes of Section 355(e) of the Code), but excluding the GM Transactions and the Merger, a "Proposed Acquisition Transaction") that is, or that is presumed to be, for purposes of Section 355(e) of the Code and applicable proposed, temporary or final Treasury Regulations promulgated thereunder, part of a plan or series of related transactions (any such plan or series of related transactions, as defined for purposes of Section 355(e) of the Code, a "Section 355(e) Plan") pursuant to which, either individually or taken together with the GM Transactions, the Merger, the Assumed AOL Sale (as defined below), if any, the Conversion Issuances (as defined below) and the Debt/Equity Issuances (as defined below), one or more Persons acquire directly or indirectly stock or other interests (in any entity or combination of entities) that represent a fifty percent (50%) or greater interest in (A) the total combined voting power of all outstanding shares of Voting Stock (as defined below) of Hughes or any successor corporation or (B) the total value of all outstanding shares of Hughes Capital Stock (as defined below); or

(ii) to the extent that Hughes or EchoStar has the right and power to prohibit any agreement, understanding or arrangement or any substantial negotiations with respect to a Proposed Acquisition Transaction, permit any agreement, understanding or arrangement or any substantial negotiations with respect to a Proposed Acquisition Transaction to occur;

unless, in each case, prior to entering into such agreement, understanding or arrangement or commencing substantial negotiations with respect to such Proposed Acquisition Transaction, GM has determined, in its reasonable discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status of the Spin-Off, that the consummation of such Proposed Acquisition Transaction would not jeopardize the Tax-Free Status of the Spin-Off. For the purposes of the preceding sentence, subject to Section 6.2(g), any acquisition of GM Class H Common Stock prior to the completion of the Spin-Off shall be treated as an acquisition of Voting Stock of Hughes.

(d) Continuation of the DTV Business. Until the first day after the second anniversary of the Spin-Off Effective Time:

(i) Hughes shall continue the active conduct of its DTV Business (as defined below) as conducted by Hughes immediately prior to the Spin-Off. Hughes shall conduct the DTV Business directly (including through one or more entities that are treated as disregarded entities for United States federal income tax purposes), to the extent that the DTV Business was so conducted immediately prior to the Spin-Off Effective Time. Hughes shall continue the active conduct of the DTV Business primarily through officers and employees of Hughes or any of Hughes' Subsidiaries (and not primarily through independent contractors) who are not also officers or employees of GM or of any GM Affiliate; provided, however, that, for the purposes of this Article 6, neither Hughes nor any of the Subsidiaries of Hughes shall be deemed to be Subsidiaries of GM or of any of the Subsidiaries of GM. For the purposes of this Agreement, "DTV Business" means the business currently conducted by DIRECTV Enterprises, Inc., a Delaware corporation and a direct wholly owned Subsidiary of Hughes, and DIRECTV Operations, Inc., a California corporation and a direct wholly owned Subsidiary of DIRECTV Enterprises, Inc.

(ii) Subject always to Section 6.2(e), Hughes shall not (A) dispose of or otherwise discontinue the conduct of Substantially All of the DTV Business (as defined below) (but Hughes shall not be prohibited under this Section 6.2(d)(ii) from disposing of or discontinuing one or more trades or businesses that constitute part of the DTV Business so long as Hughes does not dispose of or discontinue the conduct of Substantially All of the DTV Business) or (B) dispose of any business or assets that would cause the DTV Business to be operated in a manner that is inconsistent in any material respect with the business purposes for the Spin-Off as set forth in the Tax Materials, in each case unless GM has determined, in its reasonable discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status of the Spin-Off, that such disposition or discontinuance would not jeopardize the Tax-Free Status of the Spin-Off. For the purposes of this Agreement, "Substantially All of the DTV Business" shall mean sixty percent (60%) or more of the DTV Business, based on the fair market value of the assets, both tangible and intangible, of the DTV Business as of the Spin-Off Effective Time. For the purposes of this clause (d)(ii), asset retirements, sale-leaseback arrangements and discontinuances of product lines within

a trade or business the active conduct of which is continued shall not be deemed to be a disposition or discontinuance of a trade or business or portion thereof.

(iii) Solely for purposes of this Section 6.2(d), Hughes shall not be treated as directly or indirectly controlling a Subsidiary unless Hughes owns, directly or indirectly, shares of capital stock of such Subsidiary constituting Tax Control of the Subsidiary.

(e) Continuity of Business.

(i) Until the first day after the second anniversary of the Spin-Off Effective Time, (A) Hughes shall not voluntarily dissolve or liquidate and (B) except in the ordinary course of business, neither Hughes nor any of Hughes' Subsidiaries directly or indirectly controlled by Hughes shall sell, transfer or otherwise dispose of or agree to dispose of assets (including, for this purpose, any shares of capital stock of such Subsidiaries) that, in the aggregate, constitute more than (x) sixty percent (60%) of the gross assets of Hughes or (y) sixty percent (60%) of the consolidated gross assets of Hughes and such Subsidiaries, unless, prior to the consummation of such transaction, GM has determined, in its reasonable discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status of the Spin-Off, that such transaction would not jeopardize the Tax-Free Status of the Spin-Off. The amount of gross assets of Hughes and such Subsidiaries shall be based on the fair market value of each such asset as of the Spin-Off Effective Time.

(ii) Sales, transfers or other dispositions by Hughes or any of its Subsidiaries to Hughes or one or more Subsidiaries directly or indirectly controlled by Hughes shall not be included in any determination under this Section 6.2(e) as to whether sixty percent (60%) or more of the gross assets of Hughes or sixty percent (60%) of the consolidated gross assets of Hughes and such Subsidiaries have been sold, transferred or otherwise disposed of.

(iii) Solely for purposes of this Section 6.2(e), Hughes shall not be treated as directly or indirectly controlling a Subsidiary unless Hughes owns, directly or indirectly, shares of capital stock of such Subsidiary constituting Tax Control of the Subsidiary.

(f) Intercompany Indebtedness. Except as set forth on Section 6.2(f) of the GM Disclosure Schedule and Section 6.2(f) of the disclosure schedule delivered by Hughes to EchoStar and dated as of the date of this Agreement (the "Hughes Disclosure Schedule"), from the Spin-Off Effective Time until the first day after the second anniversary of the Spin-Off Effective Time, neither GM nor Hughes shall, nor shall they permit any of their respective Subsidiaries to, create, incur, assume or allow to exist any indebtedness between GM or any GM Affiliate, on the one hand, and Hughes or any Hughes Affiliate, on the other hand, other than (i) payables incurred in the ordinary course of business and (ii) any indebtedness distributed to GM as a part of the Hughes Recapitalization.

(g) Certain Presumptions. For the purposes of this Section 6.2, it shall be presumed that no issuance of GM Class H Common Stock that occurred on or prior to May 1, 2001 is part of a Section 355(e) Plan that includes any Proposed Acquisition Transaction. For the purposes of this Section 6.2, (i) unless the IRS has issued a ruling to GM to the effect that no disposition by the holder of the GM Series H Preference Stock (or any successor securities, including the Hughes Preference Stock, and including securities received upon conversion or exchange of the GM Series H Preference Stock or any successor securities) of any such stock or securities will be treated as part of a Section 355(e) Plan that includes the GM Transactions and the Merger, (an "AOL Section 355(e) Ruling"), it shall be conclusively presumed that the holder of the GM Series H Preference Stock (or any successor securities, including the Hughes Preference Stock, and including securities received upon conversion or exchange of the GM Series H Preference Stock or any successor securities) will dispose of all such stock and securities in a transaction (such transaction, the "Assumed AOL Sale") that is part of a Section 355(e) Plan that includes the GM Transactions and the Merger; (ii) unless the IRS has issued a ruling to the contrary based on representations reasonably acceptable to GM, it shall be conclusively presumed that each security or instrument that is outstanding immediately prior to the Merger Effective Time and convertible into, or exchangeable or exercisable for, capital stock of EchoStar (other than stock options issued to employees of EchoStar or its Subsidiaries in connection with the performance of services) will be converted, exchanged or exercised after the Merger Effective Time into or for the largest number of shares of capital stock of Hughes that may be issued thereunder, in each case in a transaction (such transactions, collectively, the "Conversion Issuances") that is part of a Section 355(e) Plan that includes the GM Transactions and the Merger; and (iii) it shall be conclusively presumed that any shares of GM Class H Common Stock issued or Hughes Class C Common Stock distributed (or that may be distributed) by GM pursuant to any GM Debt/Equity Exchange was or will be issued or distributed, as the case may be, in a transaction (such transactions, collectively, the "Debt/Equity Issuances") that is part of a Section 355(e) Plan that includes the GM Transactions and the Merger.

(h) Permitted Actions and Transactions. Notwithstanding the foregoing, the provisions of this Section 6.2 shall not prohibit Hughes or EchoStar, as the case may be, from implementing any Potential Disqualifying Action, including any Proposed Acquisition Transaction, upon which the IRS has granted a favorable ruling in, or which is described in reasonable detail in, the Ruling or any Subsequent Tax Opinion (as defined below) or Subsequent Ruling (as defined below).

(i) Valuation of Class B Common Stock. With respect to any Proposed Acquisition Transaction occurring after the Merger Effective Time, for purposes of GM's determination as described in Section 6.2(c), GM, relying on the advice of the investment bankers referred to in Section 6.1(h)(iii)(B) of the Merger Agreement (the "Bankers") shall determine the fair market value of the Hughes Class B Common Stock taking into account (i) the valuation methodology that was employed in the determination of the fair market value of such stock under Section 6.1(h)(iii)(B) of the Merger Agreement; (ii) any Change in Tax Law (as defined in the

GM/Hughes Separation Agreement) or a material change in, or failure of, a relevant fact; and (iii) any change or development occurring after the Merger Effective Time in the valuation methodology, practices or standards determined by the Bankers generally used by professionals regularly engaged in the valuation of securities.

Section 6.3. Cooperation and Other Covenants.

(a) Notice of Subsequent Hughes Actions. Each of Hughes and EchoStar, on the one hand, and GM, on the other hand, shall furnish the other with a copy of any ruling requests or other documents delivered to the IRS that relate to the Spin-Off or that otherwise reasonably could be expected to have an impact on the Tax-Free Status of the Spin-Off; provided that GM may redact any Redactable Information.

(b) Post-Closing Cooperation.

(i) Each of Hughes and EchoStar, on the one hand, and GM, on the other hand, shall cooperate with the other and shall take (or refrain from taking) all such actions as the other may reasonably request in connection with obtaining any determination by GM referred to in Section 6.2. Such cooperation shall include providing any information, representations and/or covenants reasonably requested by the other to enable either party (or counsel for such party) to obtain and maintain either (A) an opinion of counsel selected by GM, in its sole and absolute discretion, confirming, in form and substance reasonably satisfactory to GM, that the taking of a Potential Disqualifying Action or other action described in Section 6.2 would not jeopardize the Tax-Free Status of the Spin-Off (a "Subsequent Tax Opinion") or (B) an IRS private letter ruling to the same effect (a "Subsequent Ruling"). From and after any date on which (x) Hughes or EchoStar, on the one hand, or GM, on the other hand, makes any representation to the IRS for the purpose of obtaining a Subsequent Ruling or to counsel selected by GM for the purpose of obtaining a Subsequent Tax Opinion or (y) Hughes or EchoStar makes any representation to GM for the purpose of any determination required to be made by GM pursuant to Section 6.2, in connection with obtaining any such determination or the receipt of a Subsequent Tax Opinion or Subsequent Ruling and until the first day after the second anniversary of the date of such determination or receipt, neither party shall take (nor shall it refrain from taking) any action that would have caused such representation to be untrue unless the other party has determined, in its reasonable discretion, which discretion shall be exercised in good faith solely to preserve the Tax-Free Status of the Spin-Off, that such action would not jeopardize the Tax-Free Status of the Spin-Off.

(ii) In the event that Hughes notifies GM that it or EchoStar desires to take a Potential Disqualifying Action or other action described in Section 6.2 and GM concludes that such action might jeopardize the Tax-Free Status of the Spin-Off, GM shall, at the request of Hughes, elect either (A) to use commercially reasonable efforts to obtain a Subsequent Ruling that would permit Hughes or EchoStar to take the specified action, with Hughes and EchoStar to cooperate fully

in connection with such efforts, or (B) to provide all reasonable cooperation to Hughes or EchoStar in connection with Hughes or EchoStar obtaining such a Subsequent Ruling in form and substance reasonably satisfactory to GM. All expenses incurred in connection with obtaining such Subsequent Ruling shall be borne by Hughes. If the parties obtain a Subsequent Ruling that would permit Hughes or EchoStar to take a Potential Disqualifying Action or other action described in Section 6.2 without jeopardizing the Tax-Free Status of the Spin-Off, then GM shall make a favorable determination as to the specified action under Section 6.2, unless GM determines, based on an opinion of tax counsel, that there is a more than immaterial possibility that the specified action nonetheless will jeopardize the Tax-Free Status of the Spin-Off, based upon (i) a Change in Tax Law (as defined in the GM/Hughes Separation Agreement) on or after the date on which the Subsequent Ruling is issued or (ii) a change in, or failure of, a relevant fact (including an error in stating, or an omission to state, a relevant fact in any IRS Submission or otherwise); provided, that if GM makes such a determination in accordance with the requirements described above, then the parties shall request that the IRS confirm the Subsequent Ruling if the matter is capable of being resolved by a further ruling from the IRS.

(iii) GM shall not file any request for a Subsequent Ruling without the prior written consent of Hughes, which consent shall not be unreasonably withheld or delayed, if a favorable Subsequent Ruling would be reasonably likely to have the effect of reducing by more than an immaterial amount the amount of equity that may be issued by Hughes in transactions that, if consummated as of the proposed date of such request, would not have resulted in a breach of Section 6.2(c).

(iv) At the request of Hughes, made after the Merger Effective Time, GM shall seek to obtain a Subsequent Ruling, or shall provide cooperation to Hughes and EchoStar in connection with Hughes and EchoStar obtaining a Subsequent Ruling, in each case in accordance with clause (ii) of this Section 6.3(b), as to the treatment under Section 355(e) of the Code of one or more convertible securities that may be issued by EchoStar after the date of this Agreement and prior to the Merger Effective Time.

(c) Notice.

(i) Hughes or EchoStar, as the case may be, shall give GM written notice of any intention to effect or permit any Potential Disqualifying Action or other action or transaction described in Section 6.2 at such time within a period of time reasonably sufficient to enable GM (A) to make the determination referred to in Section 6.2 or (B) to prepare and seek a Subsequent Tax Opinion or a Subsequent Ruling in connection with such proposed action or transaction. Each such notice by Hughes or EchoStar, as the case may be, shall set forth the terms and conditions of the proposed action or transaction, including, as applicable, the nature of any related action proposed to be taken by the Board of Directors of Hughes or EchoStar or any of their respective affiliates, the approximate number of shares of Hughes Capital Stock proposed to be transferred or issued (directly

or indirectly, in accordance with the provisions of Section 355(e) of the Code), the approximate Value of Hughes assets (or assets of any Subsidiary of Hughes) proposed to be transferred, the proposed timetable for such action or transaction, and the number of shares of Hughes Capital Stock otherwise then owned by the other party to the proposed action or transaction (directly or indirectly, in accordance with the provisions of Section 355(e) of the Code), all with sufficient particularity to enable GM to make any such required determination, including information required to prepare and seek a Subsequent Tax Opinion or a Subsequent Ruling in connection with such proposed action or transaction. All information provided by any of the parties to any other party pursuant to this Section 6.3 shall be kept strictly confidential by the receiving party or parties in accordance with the confidentiality obligations of Article 3 of the GM/Hughes Separation Agreement (which are incorporated herein by reference).

(ii) Promptly, but in any event within fifteen (15) days, other than a Saturday, Sunday or a day on which banking institutions located in the State of New York or Michigan are authorized or obligated by law or executive order to close (such day, a "Business Day"), after GM receives such written notice from Hughes or EchoStar, as the case may be, GM shall evaluate such information and notify Hughes or EchoStar, as the case may be, in writing of (A) such determination or (B) GM's intent to seek a Subsequent Tax Opinion or a Subsequent Ruling or, as the case may be, GM's election to permit Hughes or EchoStar to seek a Subsequent Ruling pursuant to Section 6.3(b)(ii)(B). If GM makes a determination that a Potential Disqualifying Action or other action or transaction described in Section 6.2 would jeopardize the Tax-Free Status of the Spin-Off, such notice to Hughes or EchoStar shall set forth, in reasonable detail, the reasons therefor. A party that receives a Subsequent Tax Opinion or Subsequent Ruling shall notify each other party that is not otherwise provided with a copy of the Subsequent Tax Opinion or Subsequent Ruling, promptly, but in any event within two Business Days, after the receipt of the Subsequent Tax Opinion or Subsequent Ruling.

Section 6.4. Indemnification for Tax Liabilities.

(a) General. Notwithstanding any other provision of this Agreement or any provision of any of the GM/Hughes Tax Agreements to the contrary, but subject to Section 6.4(b), Hughes shall, indemnify, defend and hold harmless GM and each GM Affiliate (or any successor to any of them) from and against any and all (i) Taxes imposed pursuant to a Final Determination, (ii) accounting, legal and other professional fees and court costs incurred in connection with such Taxes and (iii) costs and expenses that may result from adverse tax consequences to GM or GM's stockholders (including all costs, expenses and damages associated with stockholder litigation or controversies) (collectively, "Tax-Related Losses"), incurred by GM or any GM Affiliate, to the extent caused by (A) any Disqualifying Action taken by Hughes, EchoStar or any of their respective Subsidiaries or affiliates or (B) any other breach by Hughes, or EchoStar, of any of their respective representations, warranties or covenants made in this Article 6.

All interest or penalties incurred in connection with such Tax-Related Losses shall be computed for the time period up to and including the date that Hughes or EchoStar pays its indemnification obligation in full.

(b) Exceptions to Indemnification. If GM (i) makes a determination pursuant to any clause of Section 6.2 on the basis of a Subsequent Tax Opinion or Subsequent Ruling or otherwise, that a Proposed Disqualifying Action or other action described in Section 6.2 would not jeopardize the Tax-Free Status of the Spin-Off and (ii) delivers to Hughes written notice of such determination pursuant to Section 6.3(c), then Hughes shall have no obligation to indemnify GM or any GM Affiliate in respect of such action pursuant to Section 6.4(a), except to the extent that any Tax-Related Losses result from the inaccuracy, incorrectness or incompleteness of any representation provided by Hughes or EchoStar, or the failure by Hughes or EchoStar to comply with any covenant, in each case upon which such Subsequent Tax Opinion or Subsequent Ruling and/or determination was based.

(c) Timing and Method of Tax Indemnification Payments. Hughes shall pay any amount that is due and payable to GM pursuant to this Section 6.4 on or before the ninetieth (90th) day following the earlier of agreement of the parties or a Final Determination that such amount is due and payable to GM. All payments pursuant to this Section 6.4 shall be made by wire transfer to the bank account designated by GM for such purpose, and, on the date of such wire transfer, Hughes or EchoStar, as the case may be, shall give GM notice of the transfer.

(d) Certain Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(i) "Final Determination" means the final resolution of liability for any Tax for a taxable period (A) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of other jurisdictions; except that a Form 870 or 870-AD or comparable form that reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund and/or the right of the taxing authority to assert a further deficiency shall not constitute a Final Determination; (B) by a decision, judgment, decree or other order by a court of competent jurisdiction, which has become final and unappealable; (C) by a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or comparable agreements under the laws of other jurisdictions; (D) by any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the taxing jurisdiction; or (E) by any other final disposition, including by reasons of the expiration of the applicable statute of limitations or by mutual agreement of the parties;

(ii) "Hughes Capital Stock" means any class or series of capital stock of Hughes or of any successor corporation;

(iii) "Person" means any individual, corporation, limited liability company, partnership, trust or unincorporated organization or government or any agency or political subdivision thereof;

(iv) "Tax" means any (A) United States federal, state or local or non-United States income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, assessment or governmental charge of any kind whatever imposed by any Governmental Authority, including any interest, penalty or addition thereto, whether disputed or not; (B) liability for the payment of any amount of the type described in clause (A) above arising as a result of being (or having been) a member of any group or being (or having been) included or required to be included in any Tax return related thereto; and (C) liability for the payment of any amount of the type described in clause (A) or clause (B) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person;

(v) "Tax Control" has the meaning given to "control" in Section 368(c) of the Code; and

(vi) "Voting Stock" means the total combined voting power of all outstanding shares of Hughes Capital Stock entitled to vote generally in the election of directors of Hughes.

(e) Prior Period Agreements. Except for the GM/Hughes Tax Agreements, any and all existing Tax sharing agreements and practices regarding Taxes and their payment, allocation or sharing between GM or any Subsidiary of GM (including former subsidiaries and affiliates of GM) and Hughes or any Subsidiary of Hughes shall be terminated with respect to Hughes and all Subsidiaries of Hughes as of the Spin-Off Effective Time, and no remaining liabilities thereunder shall exist thereafter.

Section 6.5. Procedure for Indemnification for Tax Liabilities.

(a) Notice of Claim. If GM receives notice of the assertion of any (i) claim, (ii) suit, (iii) arbitration, or (iv) inquiry, proceeding or investigation by or before any Governmental Authority, in any case asserted by or in right of a Person other than GM or any GM Affiliate, Hughes or any Hughes Affiliate (a "Third-Party Claim"), with respect to which Hughes (the "Article 6 Indemnifying Party") may be obligated under Section 6.4 to provide indemnification, GM shall give Hughes notice thereof (together with a copy of such Third-Party Claim, process or other legal

pleading) promptly after becoming aware of such Third-Party Claim; provided, however, that the failure of GM to give notice as provided in this Section shall not relieve Hughes of its obligations under Section 6.4, except to the extent that Hughes is actually prejudiced by such failure to give notice. Such notice shall describe such Third-Party Claim in reasonable detail.

(b) Obligation of Indemnifying Party.

(i) GM and the Article 6 Indemnifying Party shall jointly control the defense of, and cooperate with each other with respect to defending, any Third-Party Claim with respect to which the Article 6 Indemnifying Party is obligated under Section 6.4 to provide indemnification.

(ii) The Article 6 Indemnifying Party and GM shall exercise their rights to jointly control the defense of any such Third-Party Claim solely for the purpose of defeating such Third-Party Claim and, unless required by applicable law, neither the Article 6 Indemnifying Party nor GM shall make any statements or take any actions that could reasonably result in the shifting of liability for Losses arising out of such Third-Party Claim from the party making such statement or taking such action (or any of its affiliates) to the other party (or any of its affiliates).

(iii) Statements made or actions taken by either the Article 6 Indemnifying Party or GM in connection with the defense of any such Third-Party Claim shall not prejudice the rights of such party in any subsequent action or proceeding between the parties.

(iv) If either GM or the Article 6 Indemnifying Party fails to jointly defend any such Third-Party Claim, then the other party shall solely defend such Third-Party Claim and the party failing to jointly defend shall use commercially reasonable efforts to cooperate with the other party in its defense of such Third-Party Claim; provided, however, that GM may not compromise or settle any such Third-Party Claim without the prior written consent of the Article 6 Indemnifying Party, which consent shall not be unreasonably withheld or delayed. All costs and expenses of either party in connection with, and during the course of, the joint control of the defense of any such Third-Party Claim shall be paid by the party that incurs such costs and expenses.

Section 6.6. Arbitration. Any dispute between the parties arising out of or relating to this Article 6, including the interpretation of this Article 6 (in each case, a "Dispute"), shall be resolved only in accordance with the following provisions:

(a) Negotiation. GM and Hughes or EchoStar, as the case may be (the "Article 6 Dispute Party"), shall attempt in good faith to resolve any Dispute promptly through negotiations of the parties. Either party may deliver to the other a written notice of a Dispute, which shall set forth, in reasonable detail, the nature of the Dispute (a "Dispute Notice"). Within twenty (20) Business Days after the receipt of such Dispute Notice, the appropriate representatives of GM and

the Article 6 Dispute Party shall meet to attempt to resolve such Dispute. If such Dispute has not been resolved within the period of twenty (20) Business Days following the initial meeting of the representatives of GM and the Article 6 Dispute Party following the receipt of a Dispute Notice (the "Negotiation Period"), or if one of the parties fails or refuses to negotiate such Dispute, then the issue shall be settled by arbitration pursuant to Section 6.6(b). The results of such arbitration shall be final and binding on the parties.

(b) Arbitration Procedure. Either party may initiate arbitration with regard to such Dispute by giving the other party written notice either (i) at any time following the end of the Negotiation Period or (ii) if the parties do not meet within twenty (20) Business Days of the receipt of the Dispute Notice, at any time thereafter. The arbitration shall be conducted by three arbitrators in accordance with the Rules for Non-Administered Arbitration of Business Disputes promulgated by the Center for Public Resources, as in effect on the date hereof, except as otherwise provided in this Section 6.6. Within twenty (20) days following receipt of the written notice of arbitration, GM and the Article 6 Dispute Party shall each appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator. If either GM or the Article 6 Dispute Party shall fail to appoint an arbitrator within such twenty (20) day period, the arbitration shall be by the sole arbitrator appointed by the other party. Whether selected by GM and the Article 6 Dispute Party or otherwise, each arbitrator selected to resolve such dispute shall be a tax attorney or tax accountant who is generally recognized in the tax community as a qualified and competent tax practitioner with experience in the tax area involved in the issue or issues to be resolved. Such arbitrators shall be empowered to determine whether the Article 6 Dispute Party is required to indemnify GM pursuant to Section 6.4 and to determine the amount of the related indemnification payment. Each of GM and the Article 6 Dispute Party shall bear fifty percent (50%) of the aggregate expenses of the arbitrators. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. ss.ss.1-14. The place of arbitration shall be New York, New York. The final decision of the arbitrators shall be rendered no later than one (1) year from the date of the written notice of arbitration.

(c) Exclusive Remedies. Except for the right to pursue equitable remedies, the remedies provided in this Article 6 shall be deemed the sole and exclusive remedies of the parties with respect to the subject matters of the indemnification provisions of Section 6.4. The parties hereto specifically acknowledge that, in accordance with, but without limitation to, Section 9.8, GM shall have the right to obtain an injunction or other appropriate equitable remedy, in the event that Hughes or EchoStar or any Subsidiary or affiliate of either of them proposes to take any Potential Disqualifying Action or other action described in Section 6.2 without the prior consent of GM or proposes otherwise to take an action that is prohibited, or to fail to take an action that is required, pursuant to this Article 6.

Section 6.7. Certain Stock Acquisitions. Each of Hughes (as to itself and its affiliates) and EchoStar (as to itself, its affiliates and the EchoStar Controlling Stockholder) represents, warrants and covenants that:

(a) Before the date that is more than two (2) years after the Spin-Off, none of Hughes, EchoStar, the EchoStar Controlling Stockholder or any other controlling shareholder (within the meaning of Treasury Regulation Section 1.355-7T(k)(3) (or any successor regulation)) of Hughes or EchoStar, or any affiliate of any of them, will acquire (within the meaning of Section 355(e) of the Code) any shares of Hughes capital stock or EchoStar capital stock from AOL.

(b) None of Hughes, EchoStar, the EchoStar Controlling Stockholder or any other controlling shareholder (within the meaning of Treasury Regulation Section 1.355-7T(k)(3) (or any successor regulation)) of Hughes or EchoStar, or any affiliate of any of them, has discussed or will discuss with AOL or a potential buyer of capital stock of GM or Hughes owned by AOL, prior to or at the time of the Spin-Off, an acquisition (within the meaning of Section 355(e) of the Code) of shares of GM capital stock or Hughes capital stock from AOL.

(c) None of Hughes, EchoStar, the EchoStar Controlling Stockholder or any other controlling shareholder (within the meaning of Treasury Regulation Section 1.355-7T(k)(3) (or any successor regulation)) of Hughes or EchoStar, or any affiliate of any of them, will enter into, prior to or at the time of the Spin-Off, an agreement, understanding, arrangement or substantial negotiations regarding an acquisition (within the meaning of Section 355(e) of the Code) of any shares of GM capital stock or Hughes capital stock from AOL.

(d) None of Hughes, EchoStar, the EchoStar Controlling Stockholder or any other controlling shareholder (within the meaning of Treasury Regulation Section 1.355-7T(k)(3) (or any successor regulation)) of Hughes or EchoStar, or any affiliate of any of them has a plan or intention to acquire (within the meaning of Section 355(e) of the Code) any shares of Hughes capital stock to be held by AOL after the Spin-Off.

(e) In the case of an acquisition (within the meaning of Section 355(e) of the Code) of AOL's shares of capital stock of GM prior to the Spin-Off, at no time before such acquisition will Hughes, EchoStar or the EchoStar Controlling Stockholder or any other controlling shareholder (within the meaning of Treasury Regulation Section 1.355-7T(k)(3) (or any successor regulation)) of Hughes or EchoStar discuss the Spin-Off with (i) AOL, (ii) a potential buyer of shares of capital stock of GM owned by AOL or (iii) any controlling shareholder (within the meaning of Treasury Regulation Section 1.355-7T(k)(3) (or any successor regulation)) of any potential buyer of capital stock of GM owned by AOL, in each case other than discussions under which no information is provided other than information generally made available to the investing public.

ARTICLE 7

INDEMNIFICATION

Section 7.1. Indemnification by Hughes. Subject to Section 7.5 below and, with respect to the indemnification of the GM Indemnitees, subject to the consummation of the Spin-Off and Section 7.1(g) below:

(a) Hughes shall indemnify, defend and hold harmless the GM Indemnitees (as defined below) from and against any and all Losses incurred or sustained by the GM Indemnitees to the extent arising from Third Party Claims relating to, arising out of or due to, directly or indirectly, the business or operations of Hughes or any Hughes Affiliate (the "Hughes Business"), irrespective of whether such Losses relate to, arise out of or are due to occurrences or conditions prior to, at or after the Spin-Off Effective Time, and including all Losses relating to, arising out of or due to, directly or indirectly, (i) any business or operations previously owned by Hughes or any Hughes Affiliate and disposed of prior to the Spin-Off Effective Time or (ii) any occurrence relating to any disposition of any such business or operations, except in each case of clause (i) and clause (ii), to the extent otherwise provided in Section 7.2(i) with respect to Losses that may result from certain claims as described on Schedule 7.2 attached hereto;

(b) Hughes shall indemnify, defend and hold harmless the GM Indemnitees and, prior to the Merger Effective Time, the EchoStar Indemnitees from and against any and all Losses incurred or sustained by the GM Indemnitees or the EchoStar Indemnitees to the extent arising from Third Party Claims relating to, arising out of or due to, directly or indirectly, (i) any breach by Hughes or any Hughes Affiliate (x) with respect to the GM Indemnitees, at or after the Spin-Off Effective Time, and (y) with respect to the EchoStar Indemnitees, prior to the Merger Effective Time, in each case of any of the covenants to be performed by Hughes or any Hughes Affiliate that are contained in the Hughes Transaction Agreements or any of the agreements contemplated thereby, and (ii) any breach prior to or as of the Merger Effective Time by Hughes of the representations and warranties set forth in Sections 3.1, 3.2 and 3.3 of this Agreement; provided, however, that any such Losses relating to, arising out of or due to any breach by Hughes of Section 3.3 of this Agreement shall be limited to actual out-of-pocket Losses arising from Third-Party Claims;

(c) Hughes shall indemnify, defend and hold harmless the GM Indemnitees from and against any and all actual out-of-pocket Losses incurred or sustained by the GM Indemnitees to the extent arising from Third-Party Claims relating to, arising out of or due to any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference into, any report of Hughes with respect to any period entirely or partially prior to the Spin-Off Effective Time required by or filed under the Exchange Act, or any filing made prior to the Spin-Off Effective Time under the Securities Act by Hughes, or the omission or alleged omission to state in any such report or filing a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that Hughes shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in any such report or filing in reliance upon and in conformity with written information furnished to Hughes or any

Hughes Affiliate or any of their respective Representatives by or on behalf of GM or any GM Affiliate or any of their respective Representatives specifically for use in preparing such report or filing by Hughes; provided, further, that Hughes shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon statements or omissions relating to any plans, proposals, intentions or policies of GM or any GM Affiliate existing at the time such report or filing was made; provided, further, that this Section 7.1(c) shall not apply to the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement or any GM Debt/Equity Exchange Registration Statement (which are addressed in Section 7.1(b) by reference to the representations and warranties set forth in Sections 3.3);

(d) Hughes shall indemnify, defend and hold harmless the GM Indemnitees from and against any and all actual out-of-pocket Losses incurred or sustained by the GM Indemnitees to the extent arising from Third-Party Claims relating to, arising out of or due to any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference into, any report of GM with respect to any period entirely or partially prior to the Spin-Off Effective Time required by or filed under the Exchange Act relating to Hughes, any Hughes Affiliate, the Hughes Business or the GM Class H Common Stock, or any filing made prior to the Spin-Off Effective Time under the Securities Act relating to Hughes, any Hughes Affiliate, the Hughes Business or the GM Class H Common Stock by GM, or the omission or alleged omission to state in any such report or filing a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that with respect to any such report or filing of GM, Hughes shall be liable in any such case only to the extent that any such Losses arise out of or are based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in any such report or filing in reliance upon and in conformity with written information furnished to GM or any GM Affiliate or any of their respective Representatives by or on behalf of Hughes or any Hughes Affiliate or any of their respective Representatives specifically for use in preparing such report or filing by GM; provided, further, that Hughes shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon statements or omissions relating to any plans, proposals, intentions or policies of GM or any GM Affiliate existing at the time such report or filing was made; provided, further, that this Section 7.1(d) shall not apply to the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement or any GM Debt/Equity Exchange Registration Statement (which are addressed in Section 7.1 (b) by reference to the representations and warranties set forth in Section 3.3);

(e) Hughes shall indemnify, defend and hold harmless the GM Indemnitees from and against any and all Losses incurred or sustained by the GM Indemnitees to the extent arising from Third Party Claims relating to or arising out of actions taken (or omitted to be taken) from and after the Spin-Off Effective Time by Hughes, any Hughes Affiliate or the Hughes transfer agent (or any successor transfer agent) in connection with (i) effecting the exchange of Certificates evidencing shares of Hughes Class C Common Stock and Hughes Preference Stock for Certificates evidencing

shares of GM Class H Common Stock or GM Series H Preference Stock, as applicable, (ii) recognizing the persons who were record holders of GM Class H Common Stock, GM $\frac{1}{3}$ Common Stock, if applicable, or GM Series H Preference Stock immediately prior to the Spin-Off Effective Time, or GM in the event that GM retains any shares of Hughes Class C Common Stock following the Spin-Off, as the record holders of Hughes Class C Common Stock or Hughes Preference Stock, as applicable, or (iii) affording such persons the dividend, voting and other rights and privileges incident to the Hughes Class C Common Stock or Hughes Preference Stock, as applicable;

(f) Hughes shall indemnify, defend and hold harmless the GM Indemnitees from and against any and all Losses incurred or sustained by the GM Indemnitees to the extent arising from Third Party Claims relating to or arising out of actions taken (or omitted to be taken) from and after the Spin-Off Effective Time by Hughes, any Hughes Affiliate or the Hughes Transfer Agent (or any successor transfer agent), upon the conversion of Hughes Preference Stock into (or exchange of Hughes Preference Stock for) Hughes Class C Common Stock (or any successor security) in accordance with its terms in connection with (i) effecting the exchange of Certificates evidencing shares of Hughes Class C Common Stock (or any successor security) for Certificates evidencing shares of Hughes Preference Stock, (ii) recognizing the persons who were record holders of Hughes Preference Stock immediately prior to such conversion (or exchange) as the record holders of Hughes Class C Common Stock, or (iii) affording such persons the dividend, voting and other rights and privileges incident to the Hughes Class C Common Stock; and

(g) Nothing in this Section 7.1 shall obligate Hughes to indemnify any of the GM Indemnitees from and against any Losses incurred or sustained by the GM Indemnitees (i) arising solely or primarily from GM's actions in the capacity of or interest as the sole stockholder of Hughes prior to the Spin-Off Effective Time or (ii) relating to, arising out of or due to, directly or indirectly, any Hughes Sale Process Claim.

Section 7.2. Indemnification by GM. Subject to Section 7.5 below and, with respect to the indemnification of the Hughes Indemnitees, subject to the consummation of the Spin- Off:

(a) GM shall indemnify, defend and hold harmless the Hughes Indemnitees and the EchoStar Indemnitees (as defined below) from and against any and all Losses incurred or sustained by them to the extent arising from Third Party Claims relating to, arising out of or due to, directly or indirectly, the business or operations of GM or any GM Affiliate (the "GM Business"), irrespective of whether such Losses relate to, arise out of or are due to occurrences or conditions prior to, at, or after the Spin-Off Effective Time, except to the extent such Losses relate to, arise out of or are due to, directly or indirectly, the Hughes Business as described in Section 7.1(a);

(b) GM shall indemnify, defend and hold harmless the Hughes Indemnitees and the EchoStar Indemnitees from and against any and all Losses incurred or sustained by them to the extent arising from Third Party Claims relating to, arising out of or due to, directly or indirectly, (i) any breach by GM or any GM Affiliate of any of the covenants to be performed by it that are contained in the GM Transaction Agreements or any of the agreements contemplated thereby and (ii) any breach prior to or as of the Merger Effective Time by GM of the representations and warranties set forth in Sections 2.1, 2.2, 2.3(a), (c) and (d), 2.4, 2.5 (but only with respect to representations specifically relating to the GM Class H Common Stock, the GM Series H Preference Stock and the Class H Fraction), 2.8 and 2.10 of this Agreement; provided, however, that any such Losses relating to, arising out of or due to any breach by GM of Section 2.8 of this Agreement shall be limited to actual out-of-pocket Losses arising from Third-Party Claims;

(c) except to the extent provided in Section 7.1(d), GM shall indemnify, defend and hold harmless the Hughes Indemnitees from and against any and all actual out-of-pocket Losses incurred or sustained by them to the extent arising from Third-Party Claims relating to, arising out of or due to any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference into, any report of GM with respect to any period entirely or partially prior to the Spin-Off Effective Time required by or filed under the Exchange Act, or any filing made prior to the Spin-Off Effective Time under the Securities Act by GM, or the omission or alleged omission to state in any such report or filing a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that GM shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in any such report or filing in reliance upon and in conformity with written information furnished to GM or any GM Affiliate or any of their respective Representatives by or on behalf of Hughes or any Hughes Affiliate or any of their respective Representatives specifically for use in preparing such report or filing by GM; provided, further, that GM shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon statements or omissions relating to any plans, proposals, intentions or policies Hughes or any Hughes Affiliate existing at the time such report or filing was made; provided, further, that this Section 7.2(c) shall not apply to the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement or any GM Debt/Equity Exchange Registration Statement (which are addressed in Section 7.2(b) by reference to the representations and warranties set forth in Sections 2.8);

(d) GM shall indemnify, defend and hold harmless the Hughes Indemnitees from and against any and all actual out-of-pocket Losses incurred or sustained by them to the extent arising from Third-Party Claims relating to, arising out of or due to any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference into, any report of Hughes with respect to any period entirely or partially prior to the Spin-Off Effective Time required by or filed under the Exchange Act relating to GM, any GM Affiliate, the GM Business or the GM $\frac{1}{2}$ - $\frac{2}{3}$ Common Stock, or any filing made prior to the Spin-Off Effective Time under the Securities

Act relating to GM, any GM Affiliate, the GM Business or the GM \$1-2/3 Common Stock by Hughes, or the omission or alleged omission to state in any such report or filing a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that with respect to any such report or filing of Hughes, GM shall be liable in any such case only to the extent that any such Losses arise out of or are based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in any such report or filing in reliance upon and in conformity with written information furnished to Hughes or any Hughes Affiliate or any of their respective Representatives by or on behalf of GM or any GM Affiliate or any of their respective Representatives specifically for use in preparing such report or filing by Hughes; provided, further, that GM shall not be liable in any such case to the extent that any such Losses relate to, arise out of or are based upon statements or omissions relating to any plans, proposals, intentions or policies of Hughes or any Hughes Affiliate existing at the time such report or filing was made; provided, further, that this Section 7.2(d) shall not apply to the Spin-Off/Merger Registration Statement, the GM Proxy/Consent Solicitation Statement, the EchoStar Information Statement or any GM Debt/Equity Exchange Registration Statement (which are addressed in Section 7.2(b) by reference to the representations and warranties set forth in Sections 2.8);

(e) GM shall indemnify, defend and hold harmless the Hughes Indemnitees from and against any and all Losses incurred or sustained by them to the extent arising from Third Party Claims relating to or arising out of actions taken (or omitted to be taken) prior to the Spin-Off Effective Time by GM or any GM Affiliate or the GM Transfer Agent (or any predecessor thereof) in connection with (i) recognizing any person who is or was at any time a record holder of GM Class H Common Stock, GM \$1-2/3 Common Stock or GM Series H Preference Stock as a record holder of GM Class H Common Stock, GM \$1-2/3 Common Stock or GM Series H Preference Stock, as applicable, or (ii) affording such persons the dividend, voting and other rights and privileges incident to the GM Class H Common Stock, GM \$1-2/3 Common Stock or GM Series H Preference Stock, as applicable;

(f) GM shall indemnify, defend and hold harmless the Hughes Indemnitees and the EchoStar Indemnitees from and against any and all Losses incurred or sustained by them to the extent arising from Third Party Claims relating to, arising out of or due to any indebtedness for borrowed money of GM or any GM Affiliate to the extent paid by Hughes or any Hughes Affiliate or EchoStar or any EchoStar Affiliate at any time from and after the Spin-Off Effective Time;

(g) GM shall indemnify, defend and hold harmless the Hughes Indemnitees from and against any and all Losses incurred or sustained by them to the extent arising from Third-Party Claims relating to, arising out of or due to, directly or indirectly, the investigation, consideration or pursuit (including the adequacy of disclosures to and due diligence of GM, Hughes or any unaffiliated third Persons and including any allegations of breach of fiduciary duty with respect to the transactions contemplated by this Agreement and the Merger Agreement) of one or more strategic business combination transactions involving Hughes or any Hughes Affiliate, and one or

more unaffiliated Persons (any such Loss, a "Sale Process Loss"), to the extent that any such Sale Process Loss relates to, arises out of or is due to actions or omissions by GM, any GM Affiliate, Hughes, any Hughes Affiliate or any of their respective Representatives;

(h) except with respect to the adoption by Hughes of a stockholder rights plan as contemplated by Section 5.1(p) above, GM shall indemnify, defend and hold harmless the Hughes Indemnitees and the EchoStar Indemnitees from and against any and all Losses incurred or sustained by them to the extent arising from Third-Party Claims relating to, arising out of or due to, directly or indirectly, the failure of any of the GM Transactions, at the time it is effected, to be in compliance with all applicable provisions of the DGCL; and

(i) GM shall indemnify, defend and hold harmless the Hughes Indemnitees and the EchoStar Indemnitees from and against any and all losses incurred or sustained by them to the extent arising out of or due to, directly or indirectly, those claims made by The Boeing Company set forth on Schedule 7.2 attached hereto, but only to the extent that the aggregate amount of all such claims exceeds Six Hundred Seventy Million Dollars (\$670,000,000.00).

Section 7.3. Indemnification by EchoStar. Subject to Section 7.5 below:

(a) EchoStar shall indemnify, defend and hold harmless the GM Indemnitees and, prior to the Merger Effective Time, the Hughes Indemnitees from and against any and all Losses incurred or sustained by them to the extent arising from Third Party Claims relating to, arising out of or due to, directly or indirectly, (a) any breach by EchoStar or any EchoStar Affiliate of any of the covenants to be performed by it that are contained in the EchoStar Transaction Agreements or any of the agreements contemplated thereby and (b) any breach prior to or as of the Merger Effective Time by EchoStar of the representations and warranties set forth in Sections 4.1, 4.2 and 4.3 of this Agreement; provided, however, that any such Losses relating to, arising out of or due to any breach by EchoStar of Section 4.3 of this Agreement shall be limited to actual out-of-pocket Losses arising from Third-Party Claims; and

(b) EchoStar shall indemnify, defend and hold harmless the GM Indemnitees from and against any and all losses incurred or sustained by them to the extent arising from Third Party Claims relating to, arising out of or due to, directly or indirectly, the adoption by Hughes of a stockholder rights plan as contemplated by Section 5.1(p) above.

Section 7.4. Certain Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Affiliate" or "affiliate" means with respect to EchoStar, Hughes or GM, an EchoStar Affiliate, a Hughes Affiliate or a GM Affiliate, as the case may be.

(b) "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise or the beneficial ownership (as such term is used in Rule 13d-3 of the Exchange Act) of more than fifty percent (50%) of the voting securities of a Person;

(c) "EchoStar Affiliate" means, as of any particular time, a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with EchoStar as of such time;

(d) "EchoStar Indemnitees" means EchoStar, all EchoStar Affiliates and each of their respective directors, officers and employees (in their capacities as such);

(e) "GM Affiliate" means, as of any particular time, a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with GM as of such time; provided, however, that the term "GM Affiliate," as of any particular time, shall not include Hughes or any Hughes Affiliate as of such time;

(f) "GM Indemnitees" means GM, all GM Affiliates and each of their respective directors, officers and employees (in their capacities as such);

(g) "Hughes Affiliate" means (i) with respect to any time prior to the Spin-Off Effective Time, a Person that, directly or indirectly through one or more intermediaries, was Controlled by Hughes as of such time and (ii) with respect to any time after the Spin-Off Effective Time, a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with Hughes as of such time; and

(h) "Hughes Indemnitees" means Hughes, all Hughes Affiliates and each of their respective directors, officers and employees (in their capacities as such).

Section 7.5. Other Liabilities.

(a) This Article 7 shall not be applicable to any Tax-Related Losses, which shall be governed by the GM/Hughes Tax Agreements and Article 6 of this Agreement.

(b) Other than as expressly set forth in this Article 7, this Article 7 shall not be applicable to any Losses relating to, arising out of or due to, directly or indirectly, any breach of the provisions of any contract, agreement or understanding other than this Agreement, the GM Transaction Agreements, the Hughes Transaction Agreements, the EchoStar Transaction Agreements and the other agreements contemplated hereby and thereby, as applicable, solely between GM or any GM Affiliate, on the one hand, and Hughes or any Hughes Affiliate, on the other hand, which was entered into in the ordinary course of business or with respect to which a copy has been heretofore provided to EchoStar, which Losses shall be governed by the terms of such contract, agreement or understanding.

Section 7.6. Tax Effects of Indemnification.

(a) Any indemnification payment made under this Agreement between GM, on the one hand, and Hughes or EchoStar, on the other hand, shall be characterized for tax purposes as if such payment were made in connection with the Spin-Off, and shall therefore be treated, to the extent permitted by law, as either (i) a distribution from Hughes to GM or (ii) an offset to the distribution made by Hughes to GM pursuant to Section 1.1(a) of the GM/Hughes Separation Agreement.

(b) The amount of any Loss or Tax-Related Losses for which indemnification is provided under this Agreement shall be (i) increased to take account of net Tax cost, if any, incurred by the Person that is entitled to seek indemnification under this Agreement ("Indemnatee") arising from the receipt or accrual of an amount that a Person that is obligated to provide indemnification under this Agreement (an "Indemnifying Party") is required to pay to an Indemnatee under this Agreement ("Indemnity Payment") hereunder (grossed up for such increase) and (ii) reduced to take account of net Tax benefit, if any, realized by the Indemnatee arising from incurring or paying such Loss or Tax-Related Losses. In computing the amount of any such Tax cost or Tax benefit, the Indemnatee shall be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing any item arising from the receipt or accrual of any Indemnity Payment hereunder or incurring or paying any indemnified Loss or Tax-Related Losses. Any Indemnity Payment hereunder shall initially be made without regard to this Section 7.6 and shall be increased or reduced to reflect any such net Tax cost (including gross-up) or net Tax benefit only after the Indemnatee has actually realized such cost or benefit. For the purposes of this Agreement, an Indemnatee shall be deemed to have "actually realized" a net Tax cost or a net Tax benefit to the extent that, and at such time as, the amount of Taxes payable by such Indemnatee is increased above or reduced below, as

the case may be, the amount of Taxes that such Indemnatee would be required to pay but for the receipt or accrual of the Indemnity Payment or the incurrence or payment of such Loss or Tax- Related Losses, as the case may be. The amount of any increase or reduction hereunder shall be adjusted to reflect any Final Determination with respect to the Indemnatee's liability for Taxes, and payments between the applicable parties to reflect such adjustment shall be made if necessary.

Section 7.7. Effect of Insurance Upon Indemnification. The amount which an Indemnifying Party is required to pay to any Indemnatee pursuant to this Article 7 shall be reduced (including retroactively) by any payment actually received and retained by an Indemnatee from an insurance carrier or paid by an insurance carrier on behalf of the Indemnatee, net of any applicable premium adjustment and tax effect ("Insurance Proceeds") and other amounts actually recovered by such Indemnatee in reduction of the related Loss, it being understood and agreed that each of the parties shall use commercially reasonable efforts to collect any such proceeds or other amounts to which it or any of its affiliates is entitled, without regard to whether it is the Indemnifying Party hereunder. No Indemnatee shall be required, however, to collect any such proceeds or other amounts prior to being entitled to indemnification from an Indemnifying Party hereunder. If an Indemnatee receives an Indemnity Payment in respect of a Loss and subsequently receives Insurance Proceeds or other amounts in respect of such Loss, then such Indemnatee shall pay to such Indemnifying Party an amount equal to the difference between (a) the sum of the amount of such Indemnity Payment and the amount of such Insurance Proceeds or other amounts actually received and (b) the amount of such Loss, in each case adjusted (at such time as appropriate adjustment can be determined) to reflect any premium adjustment attributable to such claim.

Section 7.8. Procedure for Indemnification Involving Third-Party Claims.

(a) Notice of Claim. If any Indemnatee receives notice of the assertion of any Third-Party Claim with respect to which an Indemnifying Party is obligated under this Agreement to provide indemnification (other than pursuant to Article 6), such Indemnatee shall give such Indemnifying Party notice thereof (together with a copy of such Third-Party Claim, process or other legal pleading) promptly after becoming aware of such Third-Party Claim; provided, however, that the failure of any Indemnatee to give notice as provided in this Section shall not relieve any Indemnifying Party of its obligations under this Article 7, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice. Such notice shall describe such Third-Party Claim in reasonable detail.

(b) Obligation of Indemnifying Party. An Indemnifying Party, at such Indemnifying Party's own expense and through counsel chosen by such Indemnifying Party (which counsel shall be reasonably acceptable to the Indemnatee), may elect to defend any Third-Party Claim. If an Indemnifying Party elects to defend a Third-Party Claim, then, within ten (10) Business Days after receiving notice of such Third-Party Claim (or sooner, if the nature of such Third-Party Claim so requires), such Indemnifying Party shall notify the Indemnatee of its intent to do so, and

such Indemnatee shall cooperate in the defense of such Third-Party Claim. Such Indemnifying Party shall pay such Indemnatee's reasonable out-of-pocket expenses incurred in connection with such cooperation. Such Indemnifying Party shall keep the Indemnatee reasonably informed as to the status of the defense of such Third-Party Claim. After notice from an Indemnifying Party to an Indemnatee of its election to assume the defense of a Third-Party Claim, such Indemnifying Party shall not be liable to such Indemnatee under this Article 7 for any legal or other expenses subsequently incurred by such Indemnatee in connection with the defense thereof other than those expenses referred to in the preceding sentence; provided, however, that such Indemnatee shall have the right to employ one law firm as counsel, together with a separate local law firm in each applicable jurisdiction ("Separate Counsel"), to represent such Indemnatee in any action or group of related actions (which firm or firms shall be reasonably acceptable to the Indemnifying Party) if, in such Indemnatee's reasonable judgment at any time, either a conflict of interest between such Indemnatee and such Indemnifying Party exists in respect of such claim, or there may be defenses available to such Indemnatee which are different from or in addition to those available to such Indemnifying Party and the representation of both parties by the same counsel would be inappropriate, and in that event (i) the reasonable fees and expenses of such Separate Counsel shall be paid by such Indemnifying Party (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one Separate Counsel (excluding local counsel) with respect to any Third-Party Claim (even if against multiple Indemnitees)) and (ii) each of such Indemnifying Party and such Indemnatee shall have the right to conduct its own defense in respect of such claim. If an Indemnifying Party elects not to defend against a Third-Party Claim, or fails to notify an Indemnatee of its election as provided in this Article 7 within the period of ten (10) Business Days described above, the Indemnatee may defend, compromise, and settle such Third-Party Claim and shall be entitled to indemnification hereunder (to the extent permitted hereunder); provided, however, that no such Indemnatee may compromise or settle any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Indemnifying Party shall not, without the prior written consent of the Indemnatee, settle or compromise any Third-Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnatee of a written release from all liability in respect of such Third-Party Claim.

(c) Joint Defense of Certain Claims. Notwithstanding the provisions of Section 7.8(b), the Indemnifying Party and the Indemnified Party shall control the defense of, and cooperate with each other with respect to defending, any Third-Party Claim with respect to which each party is claiming that it is entitled to indemnification under this Article 7. If either the Indemnifying Party or the Indemnified Party fails to defend jointly any such Third-Party Claim, the other party shall solely defend such Third-Party Claim and the party failing to defend jointly shall use commercially reasonable efforts to cooperate with the other party in its defense of such Third-Party Claim; provided, however, that neither party may compromise or settle any such Third-Party Claim without the prior written consent of the other party, which consent shall not be unreasonably withheld or

delayed. All costs and expenses of either party in connection with, and during the course of, the joint control of the defense of any such Third-Party Claim shall be initially paid by the party that incurs such costs and expenses. Such costs and expenses shall be reallocated and reimbursed in accordance with the respective indemnification obligations of the parties at the conclusion of the defense of such Third-Party Claim.

Section 7.9. Procedure for Indemnification Not Involving Third-Party Claims. If any Indemnitee desires to assert against an Indemnifying Party any claim for indemnification under this Article 7 other than a Third-Party Claim, the Indemnitee shall deliver to the Indemnifying Party notice of its demand for satisfaction of such Claim (a "Request"), specifying in reasonable detail the amount of such Claim and the basis for asserting such Claim. Within thirty (30) days after the Indemnifying Party has been given a Request, the Indemnifying Party shall either (i) satisfy the Claim requested to be satisfied in such Request by delivering to the Indemnitee payment by wire transfer or a certified or bank cashier's check payable to the Indemnified Party in immediately available funds in an amount equal to the amount of such Claim, or (ii) notify the Indemnitee that the Indemnifying Party contests such Claim by delivering to the Indemnitee a written notice of an objection to such Claim that specifies in reasonable detail the basis for contesting such Claim.

Section 7.10. Exclusive Remedies. Except for the right to pursue equitable remedies and for acts constituting fraud and criminal misconduct, the remedies provided in this Article 7 shall be deemed the sole and exclusive remedies of the parties among each other, from and after the Merger Effective Time, in connection with or arising out of the subject matters of this Article 7.

ARTICLE 8

TERMINATION AND AMENDMENT

Section 8.1. Termination. Prior to the Spin-Off Effective Time, this Agreement shall terminate automatically upon termination of the Merger Agreement.

Section 8.2. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 8.1 above, this Agreement, except for the provisions of Section 5.1(i), all of Article 7, this Section 8.2 and all of Article 9, shall become void and have no effect, without any liability under this Agreement on the part of either party or its Subsidiaries or their respective directors, officers, employees or stockholders. Notwithstanding the foregoing, nothing in this Section 8.2 shall relieve either party to this Agreement of liability for a breach of any provision of this Agreement or invalidate the provisions of the Confidentiality Agreement.

Section 8.3. Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors; provided, however, that no

amendment shall be made following the receipt of the Requisite Stockholder Approval that alters or changes (a) the amount or kind of shares, securities, cash, property and/or rights to be received by the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock pursuant to this Agreement or (b) any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock without the approval, if required, of the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock. Notwithstanding the foregoing, this Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 8.4. Extension; Waiver. At any time prior to the Merger Effective Time, GM (with respect to EchoStar) and EchoStar (with respect to GM and Hughes), by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of such other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto and (c) waive or extend the time for compliance by such other party with any of the agreements or conditions contained herein. Any agreement on the part of the parties hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such parties.

ARTICLE 9

MISCELLANEOUS

Section 9.1. Survival. The representations and warranties made herein by the parties hereto shall not survive the Merger Effective Time, except that the representations and warranties set forth in Sections 2.1, 2.2, 2.3(a), (c) and (d), 2.4, 2.5 (but only with respect to representations specifically relating to the GM Class H Common Stock, the GM Series H Preference Stock and the Class H Fraction), 2.8, 2.10, 3.1, 3.2, 3.3, 4.1, 4.2 and 4.3 and Article 6 and the covenants and agreements contained herein which by their terms require performance after the Merger Effective Time shall survive indefinitely.

Section 9.2. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally recognized overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to GM:

300 Renaissance Center
Detroit, Michigan 48265-3000
Attention: Warren G. Andersen

Telecopy No.: (313) 665-4978

with a copy to:

Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
Attention: R. Scott Falk and Joseph P. Gromacki
Telecopy No.: (312) 861-2200

and with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Frederick S. Green and Michael E. Lubowitz
Telecopy No.: (212) 310-8007

and, if delivered pursuant to Article 6, with a copy to:

GM
300 Renaissance Center
Detroit, Michigan 48265-3000
Attention: Chief Tax Officer
Telecopy No.: (313) 665-4125

(b) if to Hughes:

200 North Sepulveda Boulevard
P.O.Box 956
El Segundo, California 90245
Attention: General Counsel
Telecopy No.: (310) 456-1089

and with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Frederick S. Green and Michael E. Lubowitz
Telecopy No.: (212) 310-8007

with a copy to:

Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
Attention: R. Scott Falk and Joseph P. Gromacki
Telecopy No.: (312) 861-2200

and, if delivered pursuant to Article 6, with a copy to:

Hughes
200 North Sepulveda Boulevard
P.O. Box 956
El Segundo, California 90245
Attention: Michael J. Gaines and Brian R. Paperny
Telecopy No.: (310) 640-0433

(c) if to EchoStar:

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

with a copy to:

Sullivan & Cromwell
125 Broad Street
New York, NY 10004
Attention: Francis J. Aquila and John J. O'Brien
Telecopy No.: (212) 558-3588

Section 9.3. Interpretation; Absence of Presumption.

(a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof", "herein", "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph and Exhibit references are to the Articles, Sections, paragraphs and Exhibits to this Agreement unless otherwise specified, (iii) the use of the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified, (iv) the word "or" shall not be exclusive, (v) provisions shall apply, when appropriate, to successive events and transactions, (vi) all references to any period of days shall be deemed to be to the relevant number of calendar days, (vii) "dollars" or "\$" means United States dollars, (viii) "cash" means dollars in immediately available funds and (ix) the phrase "the date hereof" means the date of this Agreement.

(b) The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 9.4. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

Section 9.5. Entire Agreement; Severability.

(a) This Agreement (including the documents and the instruments referred to herein) and the Confidentiality Agreement contain the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties other than those set forth or referred to herein or therein.

(b) If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or

unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

Section 9.6. Third Party Beneficiaries. Except with respect to the provisions of Sections 5.1(f) and 5.2(b) and the intended beneficiaries thereof, the provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any Person except the parties any rights or remedies hereunder, and there are no third party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 9.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

Section 9.8. Specific Performance. The parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Accordingly, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Any requirements for the securing or posting of any bond with such remedy are waived.

Section 9.9. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto; provided, however, that each of GM and Hughes shall have the right to assign all or any part of its rights, interests or obligations under this Agreement to any parent thereof (whether as a result of recapitalization, reorganization, merger or otherwise), and, in connection with any such assignment, if and to the extent requested by any of the parties hereto, the parties shall restate this Agreement in its entirety to reflect such assignment and execute and deliver to each other any such restatement of this Agreement, except that no such assignment shall relieve GM or Hughes of any of their respective obligations hereunder or be permitted without the prior written consent of EchoStar if any such assignment would have an adverse effect on EchoStar or, after the Merger Effective Time, Hughes,

including with respect to any potential tax or other liabilities or obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

* * * * *

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound, has caused this Agreement to be duly executed and delivered on the date first above written.

GENERAL MOTORS CORPORATION

By: /s/ WARREN G. ANDERSEN

Name: Warren G. Andersen
Title: Assistant General Counsel

HUGHES ELECTRONICS CORPORATION

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: Vice President

ECHOSTAR COMMUNICATIONS CORPORATION

By: /s/ DAVID K. MOSKOWITZ

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

[Implementation Agreement]

STOCK PURCHASE AGREEMENT

AMONG

ECHOSTAR COMMUNICATIONS CORPORATION,

HUGHES ELECTRONICS CORPORATION,

HUGHES COMMUNICATIONS GALAXY, INC.,

HUGHES COMMUNICATIONS SATELLITE SERVICES, INC.

AND

HUGHES COMMUNICATIONS, INC.

Dated as of October 28, 2001

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EXHIBITS

- Exhibit A - Ownership of Shares
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- Exhibit C - Form of Registration Rights Agreement

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- Schedule 5.3 - Euripides' Consents
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- Schedule 6.12 - Euripides' Certain Changes

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of October 28, 2001 (the "Agreement"), among EchoStar Communications Corporation, a Nevada corporation (the "Purchaser"), Hughes Electronics Corporation, a Delaware corporation ("Hughes"), Hughes Communications Galaxy, Inc., a California corporation ("HCGI"), Hughes Communications Satellite Services, Inc., a California corporation ("HCSSI") and Hughes Communications, Inc., a California corporation ("HCI" and, collectively with HCGI and HCSSI, the "Sellers").

W I T N E S S E T H:

WHEREAS, the Sellers own an aggregate of 120,812,175 shares of common stock, par value \$0.01 per share ("Company Common Stock"), of PanAmSat Corporation, a Delaware corporation (the "Company"), which shares constitute approximately 80.6% of the issued and outstanding shares of capital stock of the Company as of October 23, 2001; and

WHEREAS, the Sellers desire to sell to Purchaser, and Purchaser desires to purchase from the Sellers, the Shares (as defined below) for the purchase price and upon the terms and conditions hereinafter set forth; and

WHEREAS, certain terms used in this Agreement are defined in Section 11.1;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase of Shares. Upon the terms and subject to the conditions contained herein, on the Closing Date each Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from each Seller, the number of shares of Company Common Stock owned by such Seller set forth opposite such Seller's name on Exhibit A hereto, plus any additional shares of Company Common Stock that may be acquired by Hughes, the Sellers or any Subsidiary of Hughes or the Sellers after the date hereof, whether through purchase, stock split, stock dividend or otherwise (if and to the extent any such Persons (other than the Sellers) acquire shares of Company Common Stock after the date hereof, such Persons shall be deemed to be Sellers under this Agreement; and all such shares of Company Common Stock (including

shares acquired after the date hereof) to be sold pursuant to this Agreement are collectively referred to herein as the "Shares").

ARTICLE II

PURCHASE PRICE AND PAYMENT

2.1 Amount of Purchase Price. The purchase price per Share shall be an amount equal to \$22.47. The aggregate purchase price for all Shares purchased hereby is referred to herein as the "Purchase Price".

2.2 Form of Consideration.

(a) In the event the Merger Agreement is terminated pursuant to Section 7.1(b)(i)(A)(1) or 7.1(c)(iv) thereof, then, subject to Section 2.3 below, the Purchase Price shall be payable in cash, provided that Purchaser may, in its sole discretion, pay up to \$600,000,000.00 of the Purchase Price in shares ("Purchaser Shares") of Class A common stock, \$0.01 par value per share, of Purchaser ("Purchaser Common Stock").

(b) In the event the Merger Agreement is terminated by Hughes pursuant to Section 7.1(b)(i)(A)(3) thereof, then, subject to Section 2.3 below, the Purchase Price shall be payable solely in cash.

(c) In the event the Merger Agreement is terminated pursuant to (i) Section 7.1(c)(vii) thereof, or (ii) pursuant to Section 7.1(b)(ii) thereof as a result of the failure of the condition set forth in Section 6.1(e) thereof (each such termination, a "Financing Termination"), then the Purchase Price shall be payable as follows:

(x) \$1,500,000,000.00 in cash; and

(y) Purchaser shall use commercially reasonable efforts to pay the remaining amount of the Purchase Price (the "Remainder") in cash (including by raising cash through the issuance of equity or debt securities or otherwise); provided that if Purchaser is unable to pay the Remainder in cash (after using commercially reasonable efforts to try to do so), the Remainder shall be payable by delivery to the Sellers of a note in an aggregate principal amount equal to the Remainder, having terms and conditions mutually acceptable to Purchaser and Hughes; provided, further, that if the parties cannot agree on the terms and conditions of such note, then an amount equal to 50% of the Remainder shall be payable in Purchaser Shares and an amount equal to 50% of the Remainder shall be payable in subordinated notes with an aggregate principal amount equal to 50% of the Remainder, which notes shall have a term no greater than five years, an interest rate of LIBOR plus 500 basis points, and other customary terms as are reasonably acceptable to Purchaser and Hughes.

For purposes of this Section 2.2, the value of any Purchaser Shares to be delivered in partial payment of the Purchase Price shall be determined on the basis of the average (rounded to the nearest 1/10,000, or if there shall not be a nearest 1/10,000, to the next highest 1/10,000) of the Volume Weighted Average Trading Prices (as defined below) of Purchaser Common Stock for each of the ten (10) consecutive trading days ending on and including the trading day immediately prior to the Closing Date (as defined below).

2.3 Failure to Receive Purchaser Financing. Notwithstanding anything to the contrary in Section 2.2, in the event that the PanAmSat Purchase Financing (as defined in the Merger Agreement) is not obtained by Purchaser at or prior to the Closing Date, then the Purchase Price shall be payable in accordance with Section 2.2(c), regardless of the section of the Merger Agreement pursuant to which the Merger Agreement was terminated.

2.4 Payment of Purchase Price. On the Closing Date, Purchaser shall pay (a) the cash portion of the Purchase Price to the Sellers by wire transfer of immediately available funds into accounts designated by the Sellers and allocated among the Sellers in accordance with their pro rata ownership of the Shares as set forth on Exhibit A; (b) the portion of the Purchase Price, if any, to be paid in Purchaser Shares by delivering to the Sellers certificates evidencing Purchaser Shares due in payment of the Purchase Price and (c) the portion of the Purchase Price, if any, to be paid in debt securities of Purchaser, by delivering to the Sellers certificates evidencing such securities for the payment of the Purchase Price.

ARTICLE III

3.1 Alternative Transaction. Notwithstanding anything to the contrary contained herein, if at any time after the date hereof and on or prior to the earlier of the Closing and the termination of this Agreement, (a) Purchaser and the Company shall enter into an agreement (a "PanAmSat Merger Agreement") providing for a merger (a "PanAmSat Merger") pursuant to which Purchaser (which term shall include, for purposes of this Article III, the Surviving Corporation (as defined in the Merger Agreement)) would acquire, directly or indirectly through a wholly owned Subsidiary of Purchaser, all of the issued and outstanding shares of Company Common Stock (the "Company Shares"), or (b) Purchaser shall commence a tender offer (as it may be amended from time to time, the "Tender Offer") to purchase all (and not less than all) of the issued and outstanding Company Shares for cash or a combination of cash and Purchaser Shares, then, subject to the conditions set forth in Section 3.2 below and subject to Applicable Law, the obligations of Purchaser under Articles I and II and Sections 7.7 (other than the first sentence thereof) and 7.8, may be satisfied by Purchaser by the consummation of the PanAmSat Merger or the acceptance of the Shares for payment (which would constitute the Closing hereunder) on or prior to the consummation of the Tender Offer. In no event shall the entry by Purchaser (or any Subsidiary of Purchaser) into the PanAmSat Merger Agreement, if any, or the making of the Tender

Offer, if any, or any of the terms and conditions thereof, affect the rights and obligations of the parties hereunder except as expressly provided in this Article III.

3.2 Conditions. The obligations of Purchaser under Articles I and II may be satisfied by Purchaser as provided in Section 3.1 only if the following conditions shall have been satisfied (or waived by Hughes and the Sellers in their sole discretion):

(a) the consideration to be received by the Sellers for the Shares shall be in an amount equal to or in excess of the Purchase Price and, except as provided in (b) below, shall be in cash;

(b) In the event the Merger Agreement is terminated pursuant to Section 7.1(b) (i) (A) (1) or 7.1(c) (iv) thereof, Purchaser may pay a portion of the consideration to be received by the Sellers for the Shares in the form of Purchaser Shares; provided, that the value of any such Purchaser Shares (valued in accordance with the second sentence of Section 2.2) shall not exceed the lesser of (i) \$600,000,000.00 and (ii) the product of (A) a fraction, the numerator of which is the aggregate value of all non-cash consideration received by all holders of Company Common Stock other than the Sellers (the "Other Holders") and the denominator of which is the aggregate amount of cash plus the value of all non-cash consideration received by the Other Holders for their shares of Company Common Stock and (B) the Purchase Price; and

(c) if Purchaser shall not earlier have purchased the Shares at the Closing pursuant to Section 2.4, the consummation of the PanAmSat Merger or the Tender Offer, as the case may be, shall occur prior to or on the date on which the Closing would otherwise occur pursuant to Section 4.1, and payment for the Shares shall be made promptly upon the surrender of certificates for the Shares as contemplated by the terms of the PanAmSat Merger Agreement or at or prior to the consummation of the Tender Offer, as the case may be.

3.3 Voting Agreement. In the event that Purchaser proposes to enter into a PanAmSat Merger Agreement, each of the Sellers will execute and deliver to Purchaser a Voting Agreement, in customary form reasonably acceptable to both parties, providing for each Seller to vote its Shares in favor of the PanAmSat Merger.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Article VIII hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the sale and purchase of the Shares provided for in Section 1.1 hereof (the "Closing") shall take place at 10:00 a.m. at the offices of Weil, Gotshal & Manges LLP located at 767 Fifth Avenue, New York, New York (or at such other time and place as the parties may designate in writing) on the later of (a) the date which is sixty (60) days after

the date of termination of the Merger Agreement and (b) the date which is three (3) Business Days after the day on which the last to be fulfilled or waived of the conditions set forth in Article VIII hereof shall have been fulfilled or waived (other than any of such conditions that by their nature are to be fulfilled at the Closing, but subject to the fulfillment or waiver of such conditions) (the "Closing Date").

4.2 Termination of Agreement.

(a) This Agreement may be terminated prior to the Closing as follows:

(i) by mutual written consent duly authorized by the respective Boards of Directors of Hughes and Purchaser;

(ii) by Hughes or Purchaser if the purchase and sale of the Shares contemplated hereby shall not have been consummated within nine (9) months after the satisfaction of the condition set forth in Section 8.1(d) hereof, unless such period shall be extended by the Boards of Directors of both Hughes and Purchaser (provided that the right to terminate this Agreement under this Section 4.2(a)(ii) shall not be available to Hughes or Purchaser, as applicable, if its failure to perform any material covenant or obligation under this Agreement has been the cause of or resulted in the failure of the purchase and sale of the Shares to occur on or before such date);

(iii) by Hughes or Purchaser if there shall be in effect any permanent injunction or other Order of a court of competent jurisdiction or other competent Governmental Body preventing the purchase and sale of the Shares contemplated hereby which shall have become final and nonappealable and, prior to such termination, the parties shall have used best efforts to resist, resolve or lift, as applicable, such injunction or other Order;

(iv) by Hughes or Purchaser if the Merger Agreement shall have been terminated pursuant to its terms, other than a termination pursuant to Section 7.1(b)(i)(A)(1), 7.1(b)(i)(A)(3), 7.1(c)(iv), 7.1(c)(vii) or 7.1(b)(ii) as a result of the failure of the condition set forth in Section 6.1(e) of the Merger Agreement;

(v) by Hughes or Purchaser, if a material breach of any provision of this Agreement has been committed by the other party and such breach has not been waived and cannot be cured by the date set forth in Section 4.2(a)(ii) hereof; and, in the case of a breach by Hughes, such breach has resulted in a PanAmSat Material Adverse Effect; provided, that termination pursuant to this Clause (v) shall not relieve the breaching party of liability for such breach or otherwise; or

(vi) by Hughes, during the thirty-day period immediately following a Financing Termination.

(b) This Agreement shall terminate automatically upon the consummation of the Merger (as defined in the Merger Agreement).

(c) This Agreement shall terminate automatically upon the satisfaction by Purchaser of its obligations under Section 1.1 in accordance with Article III.

4.3 Procedure Upon Termination. In the event of termination of this Agreement by Purchaser or Hughes, or both, pursuant to Section 4.2 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Shares hereunder shall be abandoned, without further action by Purchaser, the Sellers or Hughes. If this Agreement is terminated as provided herein, each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

4.4 Effect of Termination. In the event that this Agreement is validly terminated prior to Closing as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination, and such termination shall be without liability to Purchaser, Hughes or either Seller; provided, however, that the obligations of the parties set forth in Sections 7.5, 11.6, 11.7, 11.9, 11.10, 11.11 and 11.15 hereof shall survive any such termination and shall be enforceable hereunder; provided, further, however, that nothing in this Section 4.4 shall relieve Purchaser, Hughes or either Seller of any liability for a breach of this Agreement or invalidate the provisions of the Confidentiality Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND HUGHES

The Sellers and Hughes hereby jointly and severally represent and warrant to Purchaser that:

5.1 Organization and Good Standing. Each of the Sellers, Hughes and, to the knowledge of Hughes, the Company and its Subsidiaries, is a corporation duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, with full power and authority to conduct its business as it is now being conducted.

5.2 Authorization of Agreement. Each of the Sellers and Hughes has all requisite corporate power and authority to enter into this Agreement and each other agreement, document, instrument or certificate to be entered into by such party in connection with the consummation of the purchase and sale of the Shares contemplated by this Agreement (together with this Agreement, the "Seller Documents"), and to consummate the transactions contemplated hereby and thereby. The execution and

delivery of this Agreement and each Seller Document by the Sellers and Hughes, as applicable, and the consummation of the transactions contemplated thereby to be effected by the Sellers and Hughes, as applicable, have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on the part of the Sellers and Hughes, as applicable. This Agreement has been, and each of the Seller Documents will be at or prior to the Closing, duly executed and delivered by each Seller and Hughes, as applicable, and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each of the Seller Documents when so executed and delivered will constitute, the legal, valid and binding obligations of each Seller and Hughes, as applicable, enforceable against each of them in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

5.3 Conflicts; Consents of Third Parties. Except as set forth on Schedule 5.3 hereto, the execution and delivery by Hughes and the Sellers of this Agreement and the Seller Documents and the consummation of the transactions contemplated hereby or thereby will not (i) violate any provision of the certificate of incorporation or by-laws of Hughes or the Sellers; (ii) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise, would constitute a default) under, require the consent of any party under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any Lien upon any of the properties or assets of Hughes or the Sellers under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, intellectual property or other license, contract, undertaking, agreement, lease or other instrument or obligation to which Hughes or either Seller is a party, including the Stockholders' Agreement; (iii) violate any Order, writ, injunction, decree, statute, rule or regulation applicable to Hughes or either Seller; or (iv) require any consent or approval of or registration or filing by Hughes or any of its Affiliates (including the Company and its Subsidiaries) with, any third party or any Governmental Body, other than (a) actions required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act"), and any similar laws of foreign jurisdictions and (b) registrations or other actions required under federal, state and foreign securities laws; except, in the case of clauses (ii) (but excluding application to the Stockholders' Agreement), (iii) and (iv), for any of the foregoing that, individually or in the aggregate, could not reasonably be expected to materially delay or burden the consummation by Hughes or either Seller of the transactions contemplated by this Agreement. Schedule 5.3 sets forth a true, complete and correct list of any material consents, waivers, authorizations or approvals required to be obtained under any agreement, license, lease, contract, loan, note, mortgage, indenture or other commitment or obligation (whether written or oral and express or implied), under which Hughes or either Seller is or may become bound or is or may become subject to any obligation or liability or by which any of their respective assets owned or used are or may become bound in connection with the execution, delivery and performance of this Agreement by Hughes and either Seller or consummation of the transactions contemplated herein.

5.4 Litigation. As of the date hereof, there are no Legal Proceedings pending or, to the knowledge of Hughes, threatened that are reasonably likely to prohibit or restrain the ability of Hughes or either Seller to enter into this Agreement or consummate the transactions contemplated hereby.

5.5 Voting Agreements. Except for the Stockholders' Agreement and the PanAmSat Voting Agreement, if any, neither Hughes nor either Seller is a party to any voting trust or other voting agreement with respect to any of the Shares or to any agreement relating to the issuance, sale, redemption, transfer or other disposition of the capital stock of the Company.

5.6 Ownership and Transfer of Shares. Each Seller is the sole record and beneficial owner of the number of Shares indicated as being owned by such Seller on Exhibit A, free and clear of any and all Liens, other than the Stockholders' Agreement and restrictions imposed by federal or state securities laws. Each Seller has the corporate power and authority to sell, transfer, assign and deliver such Shares as provided in this Agreement, and such delivery will convey to Purchaser good and valid title to such Shares, free and clear of any and all Liens, other than the Stockholders' Agreement and restrictions imposed by federal or state securities laws. Other than with respect to the Stockholders' Agreement or any federal or state securities laws, no legend or other reference to any purported Lien appears upon any certificate representing the Shares.

5.7 PanAmSat SEC Documents.

(a) To Hughes' knowledge, the Company has timely filed with the U.S. Securities and Exchange Commission ("SEC") all required reports, filings, registration statements and other documents to be filed by them with the SEC since January 1, 2000.

(b) To Hughes' knowledge, as of its filing date, or as amended or supplemented prior to the date hereof, each PanAmSat SEC Document complied as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act.

(c) To Hughes' knowledge, no PanAmSat SEC Document, as of its filing date, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

5.8 Absence of Certain Changes. To the knowledge of Hughes, except as set forth in Schedule 5.8 and except as contemplated hereby, since September 30, 2001, there has been no (i) PanAmSat Material Adverse Effect or (ii) development that has had or could reasonably be expected to have a material adverse impact on the ability of Hughes to consummate the transactions contemplated by this Agreement.

5.9 Related Party Transactions. Except as set forth in Schedule 5.9 or as disclosed in the PanAmSat SEC Documents, since January 1, 2000, there have been no material transactions, agreements, arrangements or understandings between the Company or its Subsidiaries, on the one hand, and Hughes and its Affiliates (other than Subsidiaries of the Company), on the other hand, that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act.

5.10 Capitalization. To the knowledge of Hughes, as of September 30, 2001, the authorized capital stock of the Company consisted of 400,000,000 shares of Common Stock and 50,000,000 shares of preferred stock, par value \$.01 per share (the "Preferred Stock"). To the knowledge of Hughes, as of October 23, 2001, (i) 149,847,692 shares of Common Stock were issued and outstanding and (ii) no shares of Preferred Stock were issued and outstanding. To the knowledge of Hughes, all the outstanding shares of the Company's capital stock are duly authorized, validly issued, fully paid and non-assessable.

5.11 Financial Advisors. Except for obligations to Goldman, Sachs & Co., Credit Suisse First Boston Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Bear, Stearns & Co. Inc., neither Hughes nor any of its Affiliates, stockholders, directors, officers or employees has incurred or will incur on behalf of Hughes or any of its Affiliates, any brokerage, finder's or similar fee in connection with the transactions contemplated by this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Hughes and the Sellers (it being understood that the representations and warranties contained in Sections 6.10 and 6.11 shall be deemed made by Purchaser only if Purchaser determines to pay a portion of the Purchase Price in Purchaser Shares) that:

6.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and is in good standing under the laws of the State of Nevada, with full power and authority to conduct its business as it is now being conducted.

6.2 Authorization of Agreement. Purchaser has all requisite corporate power and authority to enter into this Agreement and each other agreement, document, instrument or certificate to be entered into by Purchaser in connection with the consummation of the purchase and sale of the Shares contemplated by this Agreement (together with this Agreement, the "Purchaser Documents"), and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each Purchaser Document by Purchaser and the consummation of the transactions contemplated thereby to be effected by Purchaser have been (or will be prior to execution and delivery thereof) duly authorized by all necessary corporate action on

the part of Purchaser. This Agreement has been, and each of Purchaser Documents will be at or prior to the Closing, duly executed and delivered by Purchaser and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement constitutes, and each of Purchaser Documents when so executed and delivered will constitute, the legal, valid and binding obligations of Purchaser, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws of debtor relief and general principles of equity.

6.3 Conflicts; Consents of Third Parties. Except as set forth on Schedule 6.3 hereto, the execution and delivery by Purchaser of this Agreement and Purchaser Documents and the consummation of the transactions contemplated hereby or thereby will not (i) violate any provision of the certificate of incorporation or by-laws of Purchaser; (ii) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise, would constitute a default) under, require the consent of any party under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any Lien upon any of the properties or assets of Purchaser under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, intellectual property or other license, contract, undertaking, agreement, lease or other instrument or obligation to which Purchaser is a party; (iii) violate any Order, writ, injunction, decree, statute, rule or regulation applicable to Purchaser; or (iv) require any consent or approval of or registration or filing by Purchaser or any of its Affiliates with, any third party or any Governmental Body, other than (a) actions required by the HSR Act, and any similar laws of foreign jurisdictions and (b) registrations or other actions required under federal, state and foreign securities laws; except, in the case of clauses (ii), (iii) and (iv), for any of the foregoing that, individually or in the aggregate, could not reasonably be expected to materially delay or burden the consummation by Purchaser of the transactions contemplated by this Agreement. Schedule 6.3 sets forth a true, complete and correct list of any material consents, waivers, authorizations or approvals required to be obtained under any agreement, license, lease, contract, loan, note, mortgage, indenture or other commitment or obligation (whether written or oral and express or implied), under which Purchaser is or may become bound or is or may become subject to any obligation or liability or by which any of its respective assets owned or used are or may become bound in connection with the execution, delivery and performance of this Agreement by Purchaser or consummation of the transactions contemplated herein.

6.4 Litigation. As of the date hereof, there are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened that are reasonably likely to prohibit or restrain the ability of Purchaser to enter into this Agreement or consummate the transactions contemplated hereby.

6.5 Investment Intention. Purchaser is acquiring the Shares for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act) thereof. Purchaser understands that the Shares have not been registered under the Securities Act and cannot be sold unless

subsequently registered under the Securities Act or an exemption from such registration is available.

6.6 Financial Advisors. Except for obligations to UBS Warburg, neither Purchaser nor any of its Affiliates, stockholders, directors, officers or employees has incurred or will incur on behalf of Purchaser or any of its Affiliates, any brokerage, finder's or similar fee in connection with the transactions contemplated by this Agreement.

6.7 Financing. Purchaser has obtained a commitment letter, dated as of October 28, 2001 (the "Bank Commitment"), from Deutsche Bank AG, New York Branch, providing credit facilities to Purchaser for, among other things, the purchase of the Shares hereunder. Purchaser has provided an executed copy of the Bank Commitment to Sellers.

6.8 Absence of Inducement. Purchaser, on behalf of itself and its Affiliates, acknowledges and agrees that, except for the express representations, warranties and covenants of Hughes and the Sellers set forth in this Agreement, Hughes and the Sellers make no representation, warranty or covenant whatsoever, express or implied, in connection with this Agreement. Purchaser, on behalf of itself and its Affiliates, represents and warrants to Hughes and the Sellers that in making its determination to enter into, and to proceed with the transactions contemplated by, this Agreement, it has not relied on and will not rely on any representation, warranty or covenant of Hughes, the Sellers, any of their respective Affiliates or any director, officer, employee, agent, consultant, advisor, accountant or attorney of Hughes, the Sellers or any of their respective Affiliates, other than the express representations, warranties and covenants of Hughes and the Sellers set forth in this Agreement.

6.9 Ownership of Common Stock. Neither Purchaser nor any of its Affiliates own any shares of Common Stock. Neither Purchaser nor any of its Affiliates have purchased, sold or contracted to purchase or sell any Common Stock, options to purchase Common Stock or other securities convertible into or exchangeable for Common Stock, in the sixty (60) days prior to the date hereof.

6.10 Ownership and Transfer of Purchaser Shares. Purchaser has the corporate power and authority to sell, transfer, assign and deliver Purchaser Shares as contemplated by this Agreement, and such delivery will convey to the Sellers good and valid title to such Purchaser Shares, free and clear of any and all Liens, other than restrictions imposed by federal or state securities laws. Purchaser has taken all action necessary to authorize and approve the issuance of Purchaser Shares and as of the Closing Purchaser Shares will, if and when issued in accordance herewith, be validly issued, fully paid and nonassessable. There are no statutory or contractual preemptive rights or rights of refusal with respect to any issuance of Purchaser Shares in accordance with the terms of this Agreement. Other than with respect to any federal or state securities laws, no legend or other reference to any purported Lien appears upon any certificate representing Purchaser Shares.

6.11 Purchaser SEC Documents.

(a) Purchaser has timely filed with the U.S. Securities and Exchange Commission ("SEC") all required reports, filings, registration statements and other documents to be filed by it with the SEC since January 1, 2000.

(b) As of its filing date, or as amended or supplemented prior to the date hereof, each Purchaser SEC Document complied as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act.

(c) No Purchaser SEC Document, as of its filing date, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

6.12 Absence of Certain Changes. Except as set forth in Schedule 6.12 and except as contemplated hereby, since September 30, 2001, there has been no (i) material adverse effect on the Purchaser or (ii) development that has had or could reasonably be expected to have a material adverse impact on the ability of Euripides to consummate the transactions contemplated by this Agreement.

ARTICLE VII

COVENANTS

7.1 Access to Information. Except as required by any confidentiality agreement to which Purchaser, on the one hand, and either Seller, Hughes or the Company, on the other hand, is a party or pursuant to Applicable Law, from and after the date of this Agreement until the Closing Date (or the termination of this Agreement), Hughes and the Sellers agree to use commercially reasonable efforts to cause the Company to (i) permit representatives of Purchaser to have reasonable access to the properties, books, records, contracts, tax records and documents of the Company and its Subsidiaries, to the extent related to the businesses of the Company and its Subsidiaries, at all reasonable times upon reasonable advance notice, and in a manner so as not to interfere with the normal operation of the Company's and its Subsidiaries' businesses and (ii) furnish promptly such information concerning the Company's and its Subsidiaries' businesses as Purchaser or its representatives may reasonably request. Such access shall be limited to the extent that antitrust counsel to Hughes and Purchaser agree that such limitation is advisable under applicable antitrust law. Information obtained by Purchaser (or its officers, employees and representatives) pursuant to this Section 6.1 shall be subject to the provisions of the Confidentiality Agreement, which agreement remains in full force and effect.

7.2 Conduct of the Business Pending the Closing. During the period from the date of this Agreement to the Closing, Hughes and the Sellers shall use

commercially reasonable efforts to cause the Company and its Subsidiaries to conduct their respective businesses and operations in the ordinary course, to maintain and preserve their business organization and their material rights and franchises and to retain the services of their officers and key employees and maintain relationships with customers, suppliers, lessees, licensees and other third parties to the end that their goodwill and ongoing business shall not be impaired in any material respect. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Closing, Hughes and the Sellers shall use commercially reasonable efforts to cause the Company and its Subsidiaries not to, without the prior written consent of Purchaser:

(a) do or effect any of the following actions with respect to the Company's or any of its Subsidiaries' securities: (i) adjust, split, combine, recapitalize or reclassify its capital stock, (ii) make, declare or pay any dividend or distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock or any securities or obligations convertible into or exchangeable for any shares of its capital stock, other than pursuant to that certain Tax Sharing Agreement (unexecuted as of the date hereof but in effect by mutual agreement and practice) by and between the Company and Hughes, (iii) grant any Person any right or option to acquire any shares of its capital stock, other than grants of rights or options (A) to individuals who are hired or promoted on or after the date hereof, (B) after prior notice by PanAmSat to the chief executive officer of Euripides describing special circumstances to employees affected by such circumstances, and (C) to acquire not more than 3,000,000 shares of Company Common Stock, in each case in the ordinary course of business, consistent with past practice and which will not accelerate in vesting or exercisability as a result of or in connection with the transactions contemplated by this Agreement, (iv) issue, deliver or sell or agree to issue, deliver or sell any additional shares of its capital stock or any securities, instruments or obligations convertible into or exchangeable or exercisable for any shares of its capital stock or such securities (except pursuant to the exercise of outstanding options and options issued after the date hereof) or (v) enter into any agreement, understanding or arrangement with respect to the sale or voting of its capital stock;

(b) take any intentional or improper action to interfere with the Company's or its Subsidiaries' existing contractual or economic relationships with its suppliers, equipment manufacturers, dealers and retailers;

(c) sell, transfer, lease, pledge, mortgage, encumber or otherwise dispose of any amount of its property or assets that is material to the Company and its Subsidiaries, taken as a whole, other than in the ordinary course of business, consistent with past practice;

(d) make or propose any changes in its certificate of incorporation or by-laws (or equivalent organizational documents);

(e) merge or consolidate with any other Person or acquire assets or capital stock of any other Person which are material to the Company and its Subsidiaries, taken as a whole, or enter into any confidentiality agreement with any Person with respect to any such transaction;

(f) create any Subsidiaries which are material to the Company and its Subsidiaries taken as a whole and which are not, directly or indirectly, wholly owned by the Company;

(g) enter into or modify any employment, severance, change in control, termination or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, or otherwise increase the compensation or benefits of, any officer, director, consultant or employee of the Company or its Subsidiaries other than payment of severance or termination benefits or increases in salary, compensation or benefits granted in the ordinary course of business consistent with past practice, except as may be required by Applicable Law or a binding written contract in effect on the date of this Agreement;

(h) except as may be required by Applicable Law or by accounting principles, change any method or principle of accounting in a material manner that is inconsistent with past practice;

(i) take any action that would reasonably be expected to result in the representations and warranties set forth in Article 4 becoming false or inaccurate such that the condition set forth in Section 8.2(a) would fail to be satisfied;

(j) except for any refinancing of the promissory note dated May 15, 1997, issued by the Company to Hughes, enter into or carry out any other transaction which is material to the Company and its Subsidiaries, taken as a whole, other than in the ordinary and usual course of business;

(k) enter into or amend any agreement or understanding between the Company and either of Hughes or GM or their respective Subsidiaries (other than agreements entered into in the ordinary course of business);

(l) take any action which could reasonably be expected to adversely affect or delay the ability of any parties hereto to obtain any approval of any Governmental Body required to consummate the transactions contemplated hereby;
or

(m) agree in writing or otherwise to do anything prohibited by this Section 7.2.

7.3 Regulatory.

(a) As soon as practicable, and in any event within twenty (20) Business Days after the date hereof, each of the parties hereto shall file any Notification

and Report Forms and related material required to be filed by it with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice under the HSR Act and any similar required notifications under the laws of any foreign jurisdiction with respect to the transactions contemplated by this Agreement and shall promptly make any further filings pursuant thereto that may be necessary, proper or advisable.

(b) As soon as practicable after the date hereof, each of the parties hereto shall make, and shall cause their Subsidiaries to make, all necessary filings with or applications to any Governmental Body that has issued any permits, approvals, authorizations, certificates, consents, franchises, licenses, concessions and rights issued or authorized by any Governmental Body ("Permit") (as amended or modified) to, or held by, the Company or any of its Subsidiaries, with respect to the transactions contemplated by this Agreement, including any necessary applications to the FCC for consent to the transfer of all Permits issued by the FCC to the Company or any of its Subsidiaries pursuant to the transactions contemplated hereby (the "FCC Consent Application").

(c) The parties shall: (A) use their best efforts to obtain prompt termination of any waiting period under the HSR Act (including any extension of the initial thirty (30) day waiting period with respect to the transactions contemplated by this Agreement), and neither party shall, without the prior consent of the other, agree with any Governmental Authority not to consummate the transactions contemplated by this Agreement for a period of time beyond the expiration of the waiting period applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act or to extend the Closing Date to a date within the thirty(30)-day period prior to the date set forth in Section 4.2(a)(ii); (B) furnish to the other parties such information and assistance as such parties may reasonably request in connection with the preparation of any submissions to, or agency proceedings by, any Governmental Body under any Antitrust Law; (C) keep the other parties promptly apprised of any communications with, and inquiries or requests for information from, such Governmental Bodies; (D) permit the other parties to review any material communication given by it to, and consult with the other parties in advance of any meeting or conference with, any Governmental Body or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by such applicable Governmental Body or other Person, give the other parties the opportunity to attend and participate in such meetings and conferences; and (E) use its best efforts to cause the condition set forth in Section 8.1(a) of this Agreement to be satisfied; provided, however, that nothing contained in this Section 7.3 shall require any employee or representative of Hughes who serves as a director or officer of the Company or any of its Subsidiaries to take any action on behalf of the Company or any of its Subsidiaries, or to cause the Company or any of its Subsidiaries to take or refrain from taking any action. For purposes of this Agreement, "Antitrust Law" means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other federal, state and foreign statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect

of monopolization or restraint of trade or lessening of competition through merger or acquisition.

(d) Each party shall (i) use its best efforts to diligently prosecute all applications with the FCC, including the FCC Consent Application, and all similar foreign Governmental Bodies for consent to the transactions contemplated herein, (ii) use its best efforts to resist or resolve any administrative proceeding or suit, including appeals, that is instituted to challenge the grant of any such applications, (iii) furnish to the other parties such information and assistance as such parties reasonably may request in connection with the preparation or prosecution of any such applications, (iv) keep the other parties promptly apprised of any communications with, and inquiries or requests for information from, such Governmental Bodies with respect to the transactions contemplated hereby and (v) use its best efforts to cause the condition set forth in Section 8.1(c) of this Agreement to be satisfied.

(e) In furtherance and not in limitation of the covenants of the parties contained in Sections 7.3(a), (b), (c) and (d), each party shall use its best efforts to resolve such objections if any, as may be asserted with respect to the transactions contemplated hereby under any FCC Regulation or Antitrust Law. In connection with the foregoing, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement as violative of any Antitrust Law or any FCC Regulations, the parties shall cooperate in all respects with each other and use their best efforts to avoid the institution of any such action or proceeding and to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement.

(f) If any objections are asserted with respect to the transactions contemplated hereby under any Antitrust Law or any FCC Regulations or if any suit is instituted by any Governmental Body or any private party challenging any of the transactions contemplated hereby as violative of any Antitrust Law or FCC Regulations, the parties shall use their best efforts to resolve any such objections or challenge as such Governmental Body or private party may have to such transactions under such law so as to permit consummation of the transactions contemplated by this Agreement. In furtherance and not in limitation of the foregoing, each of Purchaser and Hughes (and, to the extent required by any Governmental Body, their respective Subsidiaries and Affiliates over which they exercise control, other than the Company and its Subsidiaries) shall be required to enter into a settlement, undertaking, consent decree, stipulation or other agreement with a Governmental Body regarding antitrust or FCC matters in connection with the transactions contemplated by this Agreement.

7.4 Other Actions. Each of the Sellers, Hughes and Purchaser shall use its best efforts (except where a different efforts standard is specifically contemplated in this Agreement, in which case such different standard shall apply) to (i) take all action

and to do all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement, other than the conditions set forth in Section 8.1(d).

7.5 Publicity. Neither the Sellers, Hughes nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other parties hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Purchaser, either Seller or Hughes, disclosure is otherwise required by Applicable Law or by the applicable rules of any stock exchange on which Purchaser, the Seller, Hughes, or any of their respective Affiliates, lists securities, provided that, to the extent required by Applicable Law, the party intending to make such release shall use its best efforts consistent with such Applicable Law to consult with the other party with respect to the text thereof.

7.6 Stockholders' Agreement. Purchaser acknowledges the existence of the Stockholders' Agreement.

7.7 Take-Along Rights. Immediately after the execution and delivery of this Agreement, the Sellers shall deliver to each party to the Stockholders' Agreement a notice in the form prescribed therein. Purchaser agrees that, to the extent any of the parties to the Stockholders' Agreement is then entitled thereunder to, and elects to exercise, its Take-Along Rights (as defined in the Stockholders' Agreement) triggered by the execution and delivery of this Agreement, Purchaser will agree, unless such parties to the Stockholders' Agreement otherwise agree, to purchase such Person's shares of Common Stock, subject to the same terms and conditions as are contained herein, at the same price per share of Common Stock and for the same type of consideration as Purchaser is paying the Sellers hereunder (the "Purchase Price Per Share"). In order to effectuate such transaction, Purchaser and each such Person exercising Take-Along Rights shall enter into an agreement substantially similar to this Agreement (and identical with respect to the Purchase Price Per Share and other payment terms).

7.8 Exchange Offer.

(a) Unless Purchaser shall have entered into the PanAmSat Merger Agreement or commenced the Tender Offer pursuant to Article III hereof, Purchaser agrees that promptly following the Closing, unless the Tender Offer or the PanAmSat Merger shall have been consummated on or prior to the Closing, it shall offer to purchase (the "Offer") all of the outstanding shares of Common Stock of the Company (the "Remaining PanAmSat Shares"). The Offer (a) shall provide that Purchaser shall pay or deliver to a holder of Remaining PanAmSat Shares, for each Remaining PanAmSat Share, at the election of such holder, either (i) cash in an amount equal to not less than the Purchase Price Per Share or (ii) a number of shares of Class A common stock of Purchaser having an aggregate fair market value (as of a date reasonably proximate to the date the Offer is made) at least equal in amount to the Purchase Price Per Share and (b) shall not limit the portion of the total consideration payable pursuant to the Offer that may be payable in cash. Purchaser agrees to use commercially reasonable efforts to structure the Offer such that the exchange of Class A common stock of Purchaser for Remaining PanAmSat Shares will be a tax free exchange.

(b) Not later than five (5) Business Days following the Closing, Purchaser shall file with the United States Securities and Exchange Commission ("SEC") and with any other applicable Governmental Body all such documentation as shall be necessary to effectuate the Offer (the "Exchange Offer Documents"). Purchaser shall as promptly as practicable provide Hughes with copies of, and consult with Hughes and prepare written responses with respect to, any written comments received from the SEC and other state and foreign securities regulators with respect to the Exchange Offer Documents and promptly advise Hughes of any oral comments received from the SEC and other state and foreign securities regulators, and, to the extent reasonably practicable under the circumstances, shall offer a reasonable opportunity to appropriate representatives of Hughes to participate in any telephone calls with the SEC or any state or foreign regulator the purpose of which is to discuss comments made by such regulators. Purchaser shall respond to any comments made by the SEC or any state or foreign regulator as soon as reasonably practicable following the receipt of such comments. No amendment or supplement to the Exchange Offer Documents (or any related materials) will be filed or submitted to the SEC or any state or foreign regulator or publicly disseminated by Purchaser without the approval of Hughes, which shall not be unreasonably withheld or delayed.

7.9 Notification of Certain Matters. Each party shall give prompt written notice to the other parties of the initiation or threat of any litigation that seeks or is reasonably likely to prohibit or restrain the ability of such party to consummate the transaction contemplated by this Agreement.

7.10 Intercompany Obligations. On or prior to the Closing, Purchaser shall use best efforts to assume all of the obligations and commitments of GM under, and from and after the Closing indemnify and hold General Motors Corporation ("GM"), Hughes and the Sellers harmless from and against, any and all indebtedness, liabilities,

obligations, claims, costs and expenses, whether accrued, fixed or contingent, mature or inchoate, known or unknown, reflected on a balance sheet or otherwise (including reasonable attorneys' fees) incurred or which may be incurred by GM, Hughes, the Sellers or any of their respective Subsidiaries resulting from or arising out of that certain guaranty described on Exhibit B hereto. Purchaser shall use best efforts to obtain the termination or release of GM, Hughes, the Sellers and their respective Subsidiaries from such obligation.

7.11 Tax Allocation Agreement. Hughes shall use commercially reasonable efforts to cause to be executed prior to the Closing a tax allocation agreement between Hughes and the Company with substantially comparable terms to the Amended and Restated Agreement for the Allocation of United States Income Taxes between GM and Hughes dated the date hereof (the "TAA"); provided, however, that substantially comparable terms do not include the terms of the TAA which address the management of, or the compensation for, tax attributes.

7.12 Actions Pursuant to the Stockholders' Agreement. Hughes and the Sellers shall use commercially reasonable efforts (including by exercising all of their contractual rights under the Stockholders' Agreement) as soon as practicable to cause, between the date hereof and the Closing Date, at least 50% of the members of the Board of Directors of the Company to be comprised of individuals who, as of the date hereof, or who hereafter become, directors or employees of Hughes or its Affiliates.

ARTICLE VIII

CONDITIONS TO CLOSING

8.1 Mutual Conditions. The obligation of the parties hereto to consummate the transactions contemplated by this Agreement shall be subject to fulfillment, on or prior to the Closing Date, of each and all of the following conditions (any or all of which may be waived by written consent of Purchaser, Hughes and the Sellers in whole or in part to the extent permitted by Applicable Law):

(a) all waiting periods applicable to the consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated and all approvals of, or filings with, any Governmental Authority (other than the FCC) required to consummate the transactions contemplated hereby shall have been obtained or made, other than approvals and filings, the failure to obtain or make which, in the aggregate, are not reasonably likely to have a PanAmSat Material Adverse Effect;

(b) no temporary restraining order, preliminary or permanent injunction or other order or decree issued by a court of competent jurisdiction or Governmental Authority of competent jurisdiction which prevents the consummation of the transactions contemplated by this Agreement shall have been issued and remain in

effect, and no statute, rule or regulation shall have been enacted by any Governmental Authority which prevents the consummation of the transactions contemplated by this Agreement;

(c) the FCC (or the FCC staff on delegated authority) shall have granted any necessary consents to the transactions contemplated herein;

(d) the Merger Agreement shall have been terminated pursuant to Section 7.1(b) (i) (A) (1), 7.1(b) (i) (A) (3), 7.1(c) (iv), 7.1(c) (vii) or 7.1(b) (ii) as a result of the failure of the condition set forth in Section 6.1(e) of the Merger Agreement; and

(e) Hughes and the Sellers shall have obtained all consents and waivers referred to in Section 4.3 hereof with respect to the transactions contemplated by this Agreement and the Seller Documents, except for those consents and waivers the absence of which would not reasonably be expected to cause a material adverse effect on the business, properties, results of operations or financial condition of the Company and its Subsidiaries taken as a whole.

8.2 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each and all of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by Applicable Law):

(a) all representations and warranties of Hughes and the Sellers contained herein shall be true and correct at and as of the Closing Date with the same effect as though those representations and warranties had been made again at and as of that time, except to the extent that all the breaches of such representations and warranties collectively (without giving effect to any materiality or similar qualification) could not reasonably be expected to result in a, and have not resulted in a PanAmSat Material Adverse Effect; provided, that any and all actions taken by Hughes and the Sellers pursuant to Article III or Section 7.3 and the effects thereof on the representations and warranties of Hughes and the Sellers set forth in Article V shall be ignored for purposes of this Section 8.3;

(b) Hughes and the Sellers shall have performed and complied in all material respects with all of their respective obligations and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date;

(c) Purchaser shall have been furnished with certificates (dated the Closing Date and in form and substance reasonably satisfactory to Purchaser) executed by Hughes and each Seller certifying as to the fulfillment of the conditions specified in Sections 8.2(a), 8.2(b) and 8.2(g) hereof;

(d) certificates representing the Shares (or other reasonable evidence of ownership thereof) shall have been, or shall at the Closing be, validly delivered and

transferred to Purchaser, free and clear of any and all Liens, other than the Stockholders' Agreement and restrictions imposed by federal or state securities laws;

(e) there shall not have occurred after the date hereof and be continuing any PanAmSat Material Adverse Effect; provided, however, that any and all actions taken by any party hereto pursuant to Section 7.3 and the effects thereof shall be ignored for the purposes of this Section 8.2(e);

(f) Purchaser shall have received the written resignations of each director of the Company who is at the time of the Closing an employee of Hughes or any of its Affiliates;

(g) the representation and warranty contained in Section 5.10 shall have been true and correct as of the date made except for immaterial deviations therefrom, and the Company shall not have taken any of the actions described in Section 7.2(a)(ii), unless such actions are taken in the ordinary course of business, consistent with past practice;

(h) (i) the Company shall not have issued, delivered or sold or agreed to issue, deliver or sell more than 7% of its capital stock (in the aggregate together with any securities, instruments or obligations convertible into or exchangeable for its capital stock), except for such issuances, deliveries, or sales, or such agreements to issue, deliver or sell that would not be reasonably likely to impair in any material respect the ability of the Purchaser to consummate the acquisition of the Remaining PanAmSat Shares at the Purchase Price per Share set forth in Section 1.2, and (ii) shall not have taken any other action with respect to its capital stock not permitted under Section 7.2(a) that would be reasonably likely to impair in any material respect the ability of Purchaser to consummate the acquisition of the Remaining PanAmSat Shares at the Purchase Price per Share set forth in Section 1.2;

(i) the Company shall not have adopted any shareholder rights plan or similar plan after the date hereof.

8.3 Conditions Precedent to Obligations of the Sellers. The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each and all of the following conditions (any or all of which may be waived by the Sellers in whole or in part to the extent permitted by Applicable Law):

(a) all representations and warranties of Purchaser contained herein shall be true and correct as of the date of this Agreement and with the same effect as though those representations and warranties had been made again at and as of that time, except (i) for the representation contained in Section 6.4 and (ii); to the extent that all the breaches of such representations and warranties collectively (without giving effect to any materiality or similar qualification) could not reasonably be expected to result in a, and have not resulted in a PanAmSat Material Adverse Effect; provided, that any and all

actions taken by Purchaser pursuant to Article III or Section 7.3 and the effects thereof on the representations and warranties of Purchaser set forth in Article VI shall be ignored for purposes of this Section 8.3;

(b) Purchaser shall have performed and complied in all material respects with all of its obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date;

(c) the Sellers shall have been furnished with certificates (dated the Closing Date and in form and substance reasonably satisfactory to the Sellers) executed by Purchaser certifying as to the fulfillment of the conditions specified in Sections 8.3(a) and 8.3(b);

(d) if Purchaser determines to pay any portion of the Purchase Price in Purchaser Shares, Purchaser shall have executed and delivered to the Sellers a registration rights agreement in the form attached hereto as Exhibit C.

ARTICLE IX

DOCUMENTS TO BE DELIVERED

9.1 Documents to be Delivered by the Seller. At the Closing, Hughes and the Sellers shall deliver, or cause to be delivered, to Purchaser the following:

(a) stock certificates representing the Shares, duly endorsed in blank or accompanied by stock transfer powers;

(b) the certificates referred to in Sections 8.2(c) and 8.2(d) hereof; and

(c) copies of all consents and waivers referred to in Section 8.1(e) hereof.

9.2 Documents to be Delivered by Purchaser. At the Closing, Purchaser shall deliver to the Sellers the following:

(a) evidence of the wire transfer referred to in Section 2.2 hereof;

(b) stock certificates representing Purchaser Shares, if any, duly endorsed in blank or accompanied by stock transfer powers;

(c) the certificates referred to in Section 8.3(c) hereof; and

(d) written confirmation from Purchaser that it is simultaneously purchasing the shares of Common Stock to be sold by those Persons, if any, who exercise Take-Along Rights pursuant to the Stockholders' Agreement, as contemplated by Section 7.7 hereof.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification by Hughes and the Sellers. Subject to Section 10.3(a) hereof, if the Closing occurs or Purchaser purchases the Shares pursuant to Article III, Hughes and each Seller, jointly and severally, hereby agree to indemnify and hold Purchaser and its directors, officers, employees, Affiliates, agents, successors and assigns (collectively, the "Purchaser Indemnified Parties") harmless from and against, and shall reimburse Purchaser Indemnified Parties for, any and all losses, liabilities, Legal Proceedings and reasonable expenses (including reasonable costs of investigation and defense and reasonable attorneys' and accountants' fees), whether or not involving a third-party claim (collectively "Damages"), incurred thereby, directly or indirectly, based on, arising out of, or resulting from:

(a) any breach of or inaccuracy in any representation or warranty made by Hughes or any of the Sellers in this Agreement or any other certificate or document delivered pursuant to this Agreement, other than those, if any, that have been waived in writing by Purchaser and other than the representations contained in Sections 5.6, 5.8 and 5.10 hereof; and

(b) any breach of or inaccuracy in the representations contained in Sections 5.6 and 5.10 hereof;

(c) any breach or violation of or failure to fully perform any covenant, agreement, undertaking or obligation of Hughes or either Seller set forth in this Agreement, other than those, if any, that have been waived in writing by Purchaser; and

(d) in the event that Hughes and the Company do not enter into a tax allocation agreement as contemplated by Section 7.11 hereof, all income taxes (including interest, penalties and additions to tax) that a taxing authority may attempt to collect from the Company or any Subsidiary thereof solely pursuant to Treasury Regulation ss.1.1502-6 or similar provisions of state law for a taxable period or portion thereof during which the Company was a member of the GM or Hughes consolidated, combined or unitary group for federal or state income tax purposes excluding any taxes (including interest, penalties and additions to tax) for which Purchaser indemnifies the Seller Indemnified Parties (as defined below) pursuant to Section 10.2(d) hereof.

10.2 Indemnification by Purchaser. Subject to Section 10.3(b) hereof, if the Closing occurs and any portion of the Purchase Price is paid in Purchaser Shares, Purchaser hereby agrees to indemnify and hold Hughes and the Sellers and their directors, officers, employees, Affiliates, agents, successors and assigns (collectively, the "Seller Indemnified Parties") harmless from and against, and shall reimburse the Seller Indemnified Parties for, any and all Damages incurred thereby, directly or indirectly, based on, arising out of, or resulting from:

(a) any breach of or inaccuracy in any representation or warranty made by Purchaser in this Agreement or any other certificate or document delivered pursuant to this Agreement, other than those, if any, that have been waived in writing by Hughes and other than the representation contained in Section 6.10 hereof;

(b) any breach of or inaccuracy in the representation contained in Section 6.10 hereof;

(c) any breach or violation of or failure to fully perform any covenant, agreement, undertaking or obligation of Purchaser set forth in this Agreement, other than those, if any, that have been waived in writing by Hughes; and

(d) in the event that Hughes and the Company do not enter into a tax allocation agreement as contemplated by Section 7.11 hereof, any income taxes (including interest, penalties and additions to tax) that would be imposed upon or assessed against the Company or any Subsidiary thereof (other than solely pursuant to Treasury Regulation ss.1.1502-6 or similar provisions of state law) with respect to any taxable periods or portions thereof ending on or prior to the Closing Date were the Company and its subsidiaries a separate group that always filed separate consolidated, combined or unitary tax returns for federal, state and local tax purposes (as applicable) and never joined in the filing of a consolidated, combined or unitary tax return with General Motors Corporation, a Delaware corporation or Hughes.

10.3 Limitations on Indemnification.

(a) The aggregate amount of Damages for which Hughes shall be obligated to indemnify Purchaser Indemnified Parties pursuant to Sections 10.1(a) and (c) shall be limited to an amount equal to 50% of the Purchase Price and the aggregate amount of Damages for which Hughes and each Seller shall be obligated to indemnify Purchaser Indemnified Parties pursuant to Section 10.1(b) shall be limited to an amount equal to 100% of the Purchase Price ; provided, however, that the aggregate amount of Damages for which Hughes and each Seller shall be obligated to indemnify Purchaser Indemnified Parties pursuant to Sections 10.1(a), (b) and (c) shall be limited to an amount equal to 100% of the Purchase Price.

(b) The aggregate amount of Damages for which Purchaser shall be obligated to indemnify the Seller Indemnified Parties pursuant to Sections 10.2(a) and (c) shall be limited to an amount equal to 50% of the Purchase Price and the aggregate amount of Damages for which Purchaser shall be obligated to indemnify the Seller Indemnified Parties pursuant to Section 10.2(b) shall be limited to an amount equal to 100% of the Purchase Price; provided, however, that the aggregate amount of Damages for which Purchaser shall be obligated to indemnify the Seller Indemnified Parties pursuant to Sections 10.2(a), (b) and (c) shall be limited to an amount equal to 100% of the Purchase Price.

10.4 Exclusive Remedy. The parties acknowledge and agree that, except for claims of fraud, the sole and exclusive remedy with respect to any and all claims for indemnification relating to the subject matter of this Agreement shall be pursuant to the indemnification provisions set forth in this Article X; provided, however, that nothing in this Section 10.3 shall limit rights or remedies which, as a matter of Applicable Law or public policy, cannot be limited or waived.

10.5 Notice and Payment of Claims.

(a) Notice. The party entitled to indemnification pursuant to this Article X (the "Indemnified Party") shall notify the party liable for indemnification pursuant to this Article X (the "Indemnifying Party") within ten (10) days after becoming aware of, and shall provide to the Indemnifying Party as soon as practicable thereafter all information and documentation necessary to support and verify, any damages that the Indemnified Party shall have determined to have given or is reasonably likely to give rise to a claim for indemnification hereunder, and the Indemnifying Party shall be allowed access to all books and records in the possession or under the control of the Indemnified Party which the Indemnifying Party reasonably determines to be related to such claim. Notwithstanding the foregoing, the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party demonstrates that it is materially prejudiced by the Indemnified Party's failure to give such notice.

(b) Payment. In the event an action for indemnification under this Article X shall have been finally determined, such final determination shall be paid to Hughes and Sellers or Purchaser, as the case may be, on demand in immediately available funds in U.S. dollars. An action, and the liability for and amount of Damages therefor, shall be deemed to be "finally determined" for purposes of this Article X when the parties to such action have so determined by mutual agreement or, if disputed, when a final non-appealable Order shall have been entered.

10.6 Procedure for Indemnification - Third Party Claims.

(a) Upon receipt by an Indemnified Party of notice of the commencement of any Action by a third party (a "Third Party Claim") against it, such Indemnified Party shall, if a claim is to be made against an Indemnifying Party under this Article IX, give notice to the Indemnifying Party of the commencement of such Third Party Claim as soon as practicable, but in no event later than ten (10) days after the Indemnified Party shall have been served, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to any Indemnified Party, except to the extent that the Indemnifying Party demonstrates that it is materially prejudiced by the Indemnified Party's failure to give such notice.

(b) If a Third Party Claim is brought against an Indemnified Party and it gives proper notice to the Indemnifying Party of the commencement of such Third Party Claim, the Indemnifying Party will be entitled to participate in such Third Party

Claim and, to the extent that it wishes (unless (i) the Indemnifying Party is also a party to such Third Party Claim and the Indemnified Party determines in good faith that joint representation would be inappropriate, or (ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of its financial capacity to defend such Third Party Claim and provide indemnification with respect to such Third Party Claim) to assume the defense of such Third Party Claim with counsel reasonably satisfactory to the Indemnified Party and, after notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such Third Party Claim, the Indemnifying Party shall not, as long as it legitimately conducts such defense, be liable to the Indemnified Party under this Article X for any fees of other counsel or any other expenses with respect to the defense of such Third Party Claim, in each case subsequently incurred by the Indemnified Party in connection with the defense of such Third Party Claim, other than reasonable costs of investigation.

If the Indemnifying Party assumes the defense of a Third Party Claim, (i) no compromise, discharge or settlement of, or admission of Liability in connection with, such claims may be effected by the Indemnifying Party without the Indemnified Party's written consent (which consent shall not be unreasonably withheld or delayed) unless (A) there is no finding or public admission of any violation of Law or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, and (B) the sole relief provided is monetary Damages that are paid in full by the Indemnifying Party; (ii) the Indemnifying Party shall have no Liability with respect to any compromise or proposed settlement of such claims effected without its written consent (which consent shall not be unreasonably withheld or delayed); and (iii) the Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party in connection with such defense, and shall have the right to participate, at the Indemnified Party's sole expense, in such defense, with counsel selected by it. Should the Indemnified Party withhold consent under clause (i) above, the Indemnifying Party shall have the right, upon notice to the Indemnified Party within ten (10) days of receipt of the Indemnified Party's denial of consent, to pay to the Indemnified Party the full amount of such judgment or settlement, including all interest, costs or other charges relating thereto, and shall pay all attorneys' fees incurred to such date for which the Indemnifying Party is obligated under this Agreement, at which time the Indemnifying Party's rights and obligations with respect to the Third Party Claim shall cease. If proper notice is given to an Indemnifying Party of the commencement of any Third Party Claim for which indemnification is available hereunder and the Indemnifying Party does not, within thirty (30) days after the Indemnified Party's notice is given, give notice to the Indemnified Party of its election to assume the defense of such Third Party Claim, the Indemnifying Party shall be bound by any determination made in such Third Party Claim or any compromise or settlement effected by the Indemnified Party.

(c) Notwithstanding the foregoing, if an Indemnified Party determines in good faith that there is a reasonable probability that a Third Party Claim may adversely affect it other than as a result of monetary Damages for which it could be entitled to

indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle such Third Party Claim as against the Indemnified Party, but the Indemnifying Party shall not be bound by any determination of a Third Party Claim so defended or any compromise or settlement thereof.

(d) The Indemnifying Party hereby consents to the non-exclusive jurisdiction of any court in which a Third Party Claim is brought against the Indemnified Party for purposes of any claim that the Indemnified Party may have under this Agreement with respect to such Third Party Claim or the matters alleged therein, and agree that process may be served on the Indemnifying Party with respect to such a claim anywhere in the world.

ARTICLE XI

MISCELLANEOUS

11.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 11.1:

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person.

"Applicable Law" means all applicable laws, statutes, orders, rules, regulations, policies or guidelines promulgated, or judgments, decisions or orders entered by any Governmental Body.

"Business Day" means any day of the year except a Saturday, Sunday or a day on which national banking institutions in New York are obligated by Law, regulation or governmental order to close.

"Code" shall mean the United States Internal Revenue Code of 1986, as amended.

"Common Stock" means the Company's common stock, \$0.01 par value per share.

"Confidentiality Agreement" means that certain confidentiality agreement between Purchaser and the Company, dated February 27, 2001, including all amendments thereto.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Governmental Body" means any foreign, federal, state or local governmental or regulatory body, administrative or regulatory authority, commission, agency, instrumentality or authority.

"Implementation Agreement" means the Implementation Agreement, dated as of the date hereof, by and among GM, Hughes and Purchaser.

"Legal Proceeding" means any criminal, civil, judicial, administrative or arbitral actions, suits, proceedings (public or private), claims or governmental proceedings.

"Lien" means any lien, pledge, security interest, charge, claim, lease, option, right of first refusal, transfer restriction under any shareholder or similar agreement, encumbrance or any other similar restriction or limitation.

"Merger Agreement" means the Merger Agreement, dated as of the date hereof, by and between Hughes and Purchaser.

"Order" means any order, injunction, judgment, decree, decision, settlement, subpoena, verdict, ruling, writ, assessment or arbitration award.

"PanAmSat Material Adverse Effect" means an event, change, circumstance or effect that has had or is reasonably likely to have a material adverse effect on the business, operations, assets, liabilities or financial condition of the Company and its Subsidiaries, taken as a whole, other than events, changes, circumstances or effects that arise out of or result from (i) factors affecting the economy or financial markets as a whole or generally affecting the industries in which the Company or its Subsidiaries operate, (ii) the announcement of the execution of this Agreement or any other Hughes Transaction Agreement (as defined in the Merger Agreement) (including any cancellations of or delays in customer orders, any reduction in sales, any disruption in supplier, distributor, partner or similar relationships or any loss of employees) and (iii) any change resulting solely from a change in trading prices of the Company's outstanding publicly traded securities. A PanAmSat Material Adverse Effect shall have occurred upon the complete failure with respect to three (3) or more of the Company's satellites that are either presently functional or are subsequently launched, and which satellite failures are not covered by any launch or in orbit insurance.

"PanAmSat SEC Documents" means the Company's annual report on Form 10-K for each of the fiscal years ended December 31, 1998, 1999 and 2000, the Company's quarterly reports on Form 10-Q for each of the fiscal quarters since January 1, 2001 and all other reports, filings, registration statements and other documents filed by the Company with the SEC after September 30, 2001 and prior to the date hereof (as such documents have been amended since the time of their filing and prior to the date hereof).

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Purchaser SEC Documents" means Purchaser's annual report on Form 10-K for each of the fiscal years ended December 31, 1998, 1999 and 2000, Purchaser's quarterly reports on Form 10-Q for each of the fiscal quarters since January 1, 2001 and all other reports, filings, registration statements and other documents filed by Purchaser with the SEC after September 30, 2001 and prior to the date hereof (as such documents have been amended since the time of their filing and prior to the date hereof).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Stockholders' Agreement" means that certain Amended and Restated Stockholders' Agreement, dated as of May 16, 1997, by and among the Company, HCGI and the other parties thereto.

"Subsidiary" means any Person of which a majority of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by the Company.

"Volume Weighted Average Trading Price" means, with respect to any trading day (defined as 9:30 a.m. through 4:30 p.m., Eastern Time), the weighted average of the reported per share prices at which transactions in Purchaser Common Stock are executed on the Nasdaq Stock Market during such trading day (weighted based on the number of shares of Purchaser Common Stock traded, as such weighted average price appears on the Bloomberg screen "Volume at Price" page for Purchaser Common Stock.

11.2 Payment of Sales, Use or Similar Taxes. All sales, use, transfer, intangible, recordation, documentary stamp or similar taxes or charges, of any nature whatsoever, applicable to, or resulting from, the transactions contemplated by this Agreement shall be borne by Purchaser.

11.3 Knowledge. For purposes of this Agreement, the knowledge of (a) Purchaser shall mean the actual knowledge of the senior officers of Purchaser and (b) Hughes shall mean the actual knowledge of the senior officers of Hughes and employees of Hughes who are directors or officers of the Company.

11.4 Survival of Representations and Warranties. The parties hereto hereby agree that the representations and warranties contained in this Agreement or in any certificate, document or instrument delivered in connection herewith, and the rights of Purchaser Indemnified Parties and Seller Indemnified Parties to seek indemnification with respect thereto, shall survive the execution and delivery of this Agreement, and the Closing hereunder (other than the representation contained in Section 5.8 hereof). Such representations and warranties and the rights of Purchaser Indemnified Parties and Seller

Indemnified Parties to seek indemnification with respect thereto shall expire, except with respect to any claim or action asserted prior to and pending at the time of such expiration, twelve (12) months after the Closing or upon the earlier termination of this Agreement pursuant to Section 4.2; provided, however, that the representations and warranties contained in Sections 5.6 and 5.10 and Section 6.10 hereof shall survive indefinitely.

11.5 Commercially Reasonable Efforts. For purposes of Article VII of this Agreement, the obligation of Hughes and each of the Sellers to use commercially reasonable efforts to cause the Company to take or not take any action shall require only that Hughes and each of the Sellers, as applicable, (i) vote the Shares it owns on any matter submitted by the Company for approval of its stockholders in a manner consistent with the provisions of Article VII hereof, (ii) request that the Company use its best efforts to act in a manner consistent with the provisions of Article VII hereof and (iii) request that any employees of Hughes or such Seller who serve as members of the Board of Directors of the Company vote on matters submitted to the Board of Directors of the Company in a manner consistent with the provisions of Article VII hereof to the extent that so voting would be considered by them to be in the best interests of the Company and its stockholders and otherwise consistent with their fiduciary duties as directors.

11.6 Expenses. Except as otherwise provided in this Agreement, Hughes, the Sellers and Purchaser shall each bear their own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

11.7 Specific Performance. The parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Accordingly, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, including, without limitation, the Sellers' obligation to sell the Shares to Purchaser, and Purchaser's obligations to purchase the Shares from the Sellers, the party or parties who are or are to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Any requirements for the securing or posting of any bond with such remedy are waived.

11.8 Further Assurances. Hughes, the Sellers and Purchaser each agree to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

11.9 Submission to Jurisdiction; Consent to Service of Process. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated by

this Agreement may be brought against any of the parties in any Federal court located in the State of Delaware, or any Delaware state court, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and waives any objection to venue laid therein. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the State of Delaware. Without limiting the generality of the foregoing, each party hereto agrees that service of process upon such party at the address referred to in Section 11.13, together with written notice of such service to such party, shall be deemed effective service of process upon such party.

11.10 Entire Agreement; Amendments and Waivers. This Agreement (including the documents and the instruments referred to herein) and the Confidentiality Agreement contain the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties other than those set forth or referred to herein or therein. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

11.12 Table of Contents and Headings. The table of contents and section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

11.13 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally recognized overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Hughes or any Seller, to:

200 North Sepulveda Boulevard
P.O. Box 456
El Segundo, CA 90245
Attention: General Counsel
Telecopy No.: (310) 456-1089

With a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Frederick S. Green and
Michael E. Lubowitz
Telecopy No.: (212) 310-8007

With a copy to:

Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
Attention: R. Scott Falk and
Joseph P. Gromacki
Telecopy No.: (312) 861-2200

If to Purchaser, to:

5701 Santa Fe Drive
Littleton, CO 80120
Attention: General Counsel
Telecopy No.: (303) 723-1699

With a copy to:

Sullivan & Cromwell
125 Broad Street
New York, NY 10004
Attention: Francis J. Aquila and
John J. O'Brien
Telecopy No.: (212) 558-3588

11.14 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to

which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

11.15 Binding Effect; Assignment. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any Person except the parties any rights or remedies hereunder and there are no third party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided, however, that each Seller shall have the right to assign its rights, interests and obligations to the Shares and under this Agreement to any Affiliate thereof (whether as a result of recapitalization, reorganization, merger or otherwise), except that no such assignment shall relieve either Seller of any of their respective obligations hereunder.

11.16 Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ECHOSTAR COMMUNICATIONS CORPORATION

By: /s/ DAVID K. MOSKOWITZ

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

HUGHES ELECTRONICS CORPORATION

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: Vice President

HUGHES GALAXY COMMUNICATIONS, INC.

By: /s/ MICHAEL J. GAINES

Name: Michael J. Gaines
Title:

HUGHES COMMUNICATIONS SATELLITE
SERVICES, INC.

By: /s/ MICHAEL J. GAINES

Name: Michael J. Gaines
Title:

HUGHES COMMUNICATIONS, INC.

By: /s/ MICHAEL J. GAINES

Name: Michael J. Gaines
Title: President

[PanAmSat Stock Purchase Agreement]

EXHIBIT A

Name of Seller

Number of Shares Owned

Hughes Communications Galaxy, Inc.
Hughes Communications Satellite Services, Inc.
Hughes Communications, Inc.

88,605,390
17,729,545
14,477,240

EXHIBIT B

GM guarantee of the Amended and Restated Loan and Security Agreement dated as of July 2, 1999, between PanAmSat and The Chase Manhattan Bank as Agent.

SEPARATION AGREEMENT
 BY AND BETWEEN
 GENERAL MOTORS CORPORATION
 AND
 HUGHES ELECTRONICS CORPORATION

Dated as of October 28, 2001

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EXHIBITS

- Exhibit A - Form of GM/Hughes Intellectual Property Agreement
- Exhibit B - Form of GM/Hughes Special Employee Items Agreement
- Exhibit C - Form of Amended and Restated Agreement for the Allocation of United States Income Taxes between GM and Hughes

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SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is made and entered into as of October 28, 2001, by and between General Motors Corporation, a Delaware corporation ("GM"), and Hughes Electronics Corporation, a Delaware corporation and a wholly owned subsidiary of GM ("Hughes").

WHEREAS, Hughes and EchoStar Communications Corporation, a Nevada corporation ("EchoStar"), desire to combine the business of EchoStar with the Hughes Business (as defined in the Implementation Agreement), following the separation of Hughes from GM, pursuant to a merger of EchoStar with and into Hughes with Hughes as the surviving corporation (the "Merger"), as contemplated by the Merger Agreement (as defined below); and

WHEREAS, it is a condition to the Merger that, at the time of the consummation of the Merger, the Hughes Recapitalization (as defined below) and the Spin-Off (as defined below) be completed and that Hughes be an independent, publicly owned company comprising the Hughes Business, separate from and no longer wholly owned by GM; and

WHEREAS, subject to the terms and conditions set forth in the PanAmSat Stock Purchase Agreement (the "PanAmSat Stock Purchase Agreement"), entered into by and among Hughes, Hughes Communications, Inc., a California corporation and an indirect wholly owned subsidiary of Hughes ("HCI"), Hughes Communications Galaxy, Inc., a California corporation and an indirect wholly owned subsidiary of Hughes ("HCG"), and Hughes Communications Satellite Services, Inc., California corporation and an indirect wholly owned subsidiary of Hughes ("HCSS"), concurrently with the execution and delivery of this Agreement, in the form attached as Exhibit A to the Implementation Agreement, HCI, HCG and HCSS have agreed to sell to EchoStar, and EchoStar has agreed to purchase from HCI, HCG and HTSC (such transaction, the "PanAmSat Stock Sale"), all of the shares of capital stock of PanAmSat Corporation, a Delaware corporation ("PanAmSat"), owned by HCI, HCG and HTSC, in accordance with the terms and conditions set forth in the PanAmSat Stock Purchase Agreement; and

WHEREAS, at any time after the date of this Agreement and prior to the date that is six (6) months after the Merger Effective Time (as defined in the Merger Agreement), GM may, pursuant to one or more transactions, issue shares of GM's Class H Common Stock, par value \$0.01 per share (the "GM Class H Common Stock"), or distribute shares of Class C Common Stock of Hughes, par value \$0.01 per share (the "Hughes Class C Common Stock") (any such shares of GM Class H Common Stock or Hughes Class C Common Stock distributed by GM, the "Exchange Shares"), up to an aggregate of one hundred million (100,000,000) Exchange Shares (subject to reduction pursuant to this Agreement and subject to increase by up to an additional fifty million (50,000,000) Exchange Shares (but in no event shall such increase exceed One Billion Dollars (\$1,000,000,000.00)) in accordance with Section 5.1(h) to the Implementation Agreement), to holders of certain outstanding debt obligations of GM ("Exchange Debt") in exchange for such Exchange Debt (any such exchange, a "GM Debt/Equity Exchange"); and

WHEREAS, GM and Hughes desire to consummate the Hughes Recapitalization on the terms set forth in this Agreement and to set forth certain rights and obligations of GM and Hughes with respect to the separation of Hughes from GM pursuant to the Spin-Off; and

WHEREAS, immediately following the Hughes Recapitalization, (i) GM, pursuant to provisions to be implemented by means of an amendment of the Restated Certificate of Incorporation of GM, as amended (the "GM Certificate of Incorporation"), shall distribute to the holders of record of GM Class H Common Stock shares of Hughes Class C Common Stock in exchange for all of the outstanding shares of GM Class H Common Stock in accordance with the GM Certificate of Incorporation, as amended in connection with the Hughes Recapitalization, and the GM Class H Common Stock will be redeemed and canceled, (ii) in connection therewith, GM shall distribute to holders of record of GM's Series H 6.25% Automatically Convertible Preference Stock, par value \$0.10 per share (the "GM Series H Preference Stock"), shares of Preference Stock, par value \$0.10 per share, of Hughes (the "Hughes Preference Stock"), in exchange for all of the outstanding shares of GM Series H Preference Stock in accordance with the Certificate of Designations relating to the GM Series H Preference Stock and the GM Series H Preference Stock will be canceled, and (iii) GM shall, subject to Section 5.2(h) of the Implementation Agreement, either retain, or, immediately following the redemption of shares of GM Class H Common Stock in exchange for shares of Hughes Class C Common Stock as described in clause (i) above, distribute by means of a dividend to the holders of record of GM's Common Stock, par value \$1-2/3 per share (the "GM \$1-2/3 Common Stock"), in respect of all outstanding shares of GM \$1-2/3 Common Stock, the remaining shares of Hughes Class C Common Stock held by GM and not previously distributed to the holders of record of GM Class H Common Stock, in each case as provided in the Implementation Agreement (the transactions described in clauses (i) through (iii) above being referred to herein collectively as the "Spin-Off"); and

WHEREAS, consummation of the Hughes Recapitalization and the Spin-Off is conditioned on, among other things, the approval by the holders of a majority of the outstanding shares of GM \$1-2/3 Common Stock and GM Class H Common Stock, each voting as a separate class and both voting together as a single class based on their respective per share voting power, of this Agreement, the Implementation Agreement (as defined below) and the transactions contemplated hereby and thereby, including the GM Charter Amendment (as defined in the Implementation Agreement), the Hughes Recapitalization and the Spin-Off (collectively, the "GM Transactions"); and

WHEREAS, GM, Hughes and EchoStar have entered into an Implementation Agreement, dated as of the date hereof (the "Implementation Agreement"), setting forth, among other things, the rights and obligations of GM with respect to the consummation of the GM Transactions, including the Spin-Off; and

WHEREAS, a certain lender has committed to lend to Hughes or the Surviving Corporation (as defined in the Merger Agreement) up to Five Billion Five Hundred Twenty Five

Million Dollars (\$5,525,000,000.00) for the purpose of financing the Recapitalization Amount (as defined below), refinancing certain outstanding indebtedness in connection with the consummation of the Merger and financing the combined business of Hughes and EchoStar following the Merger (the "Merger Financing") on the terms set forth in the commitment letter, attached as Exhibit B to the Implementation Agreement or in any similar commitment or financing letter or other agreement replacing, and having substantially the same effect as, such commitment letter and reasonably acceptable to Hughes (in either case, the "Merger Commitment Letter"); and

WHEREAS, GM, Hughes, EchoStar and The Samburu Warrior Revocable Trust, a trust as to which Charles W. Ergen is the sole trustee (the "EchoStar Controlling Stockholder"), are concurrently entering into that certain Supplemental Agreement & Guaranty (the "Supplemental Agreement"), in the form attached as Exhibit C to the Implementation Agreement, relating to the commitment of EchoStar to use its best efforts to assist Deutsche Bank, A.G., New York, in obtaining commitments from nationally recognized banking institutions to provide for an additional amount of financing such that the aggregate amount of financing to be obtained pursuant to the Merger Financing (including financing arranged pursuant to any co-arrangements with co-arrangers as contemplated by the provisions of the Merger Commitment Letter) shall be in the amount of at least Five Billion Five Hundred Twenty Five Million Dollars (\$5,525,000,000.00), and, in connection therewith, the EchoStar Controlling Stockholder has pledged certain shares of EchoStar stock to GM pursuant to that certain Pledge Agreement (the "Pledge Agreement"), executed by the EchoStar Controlling Stockholder and GM concurrently with the Supplemental Agreement, in the form attached as Exhibit D to the Implementation Agreement; and

WHEREAS, the Merger Financing will be consummated (i) in accordance with one or more credit agreements (collectively, the "Merger Financing Agreement") to be entered into by and among Hughes, EchoStar and the lenders parties thereto as soon as reasonably practicable following the date hereof based on the terms set forth in the Merger Commitment Letter and/or (ii) with proceeds from one or more private placements or public offerings of debt or equity securities of EchoStar as contemplated by the Implementation Agreement; and

WHEREAS, a certain lender has delivered a commitment letter to EchoStar, pursuant to which it has committed to lend to EchoStar up to One Billion Nine Hundred Million Dollars (\$1,900,000,000.00) for the purpose of consummating the PanAmSat Stock Sale (the "PanAmSat Purchase Financing"); and

WHEREAS, the PanAmSat Purchase Financing will be consummated (i) in accordance with a credit agreement (the "PanAmSat Financing Agreement") to be entered into by and among EchoStar and the lenders parties thereto as soon as reasonably practicable following the date hereof based on the terms set forth in the Merger Commitment Letter and/or (ii) with proceeds from one or more private placements or public offerings of debt or equity securities of EchoStar as contemplated by the Implementation Agreement; and

WHEREAS, EchoStar Controlling Stockholder, acting by written consent immediately after the execution of the Merger Agreement, shall have executed and delivered to EchoStar a written consent as the controlling stockholder of EchoStar (the "EchoStar Stockholder Consent"), in the form attached as Exhibit E to the Implementation Agreement, adopting and approving the Merger Agreement, and, as a result of the EchoStar Stockholder Consent, no further approval of the Merger Agreement by the EchoStar Board of Directors or stockholders will be required in order to consummate the Merger; and

WHEREAS, the Spin-Off will occur pursuant to the terms and conditions of the Implementation Agreement; and

WHEREAS, immediately after the Spin-Off and subject to satisfaction of the conditions precedent thereto, the Merger will occur pursuant to an Agreement and Plan of Merger (the "Merger Agreement") entered into by and among EchoStar and Hughes concurrently with the execution and delivery of this Agreement, in the form attached as Exhibit G to the Implementation Agreement; and

WHEREAS, the parties intend the Spin-Off to qualify as a distribution of Hughes stock to GM stockholders with respect to which no gain or loss will be recognized pursuant to Section 355 and related provisions of the Internal Revenue Code of 1986, as amended, together with the rules and regulations promulgated thereunder (the "Code"), by GM, Hughes and their respective stockholders; and

WHEREAS, the parties intend the Merger to qualify as a reorganization described in Section 368(a) of the Code; and

WHEREAS, the respective Boards of Directors of GM and Hughes have determined that the transactions contemplated hereby are advisable, desirable and in the best interests of their respective stockholders and, by resolutions duly adopted, the respective Boards of Directors of GM and Hughes have approved and adopted this Agreement and the Board of Directors of GM has determined, subject to its fiduciary duties under applicable law, to recommend the GM Transactions to the GM common stockholders;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE 1

THE HUGHES RECAPITALIZATION

Section 1.1. Consummation of the Hughes Recapitalization. Subject to the terms and conditions of this Agreement, including satisfaction or waiver of each of the conditions set forth in Article 5 below, the parties agree as follows:

(a) Dividend Distributions to GM. Prior to the effective time of the Spin-Off (the "Spin-Off Effective Time"), Hughes shall distribute as a dividend to GM (or pay to GM or a GM Affiliate in satisfaction of a promissory note previously issued to GM or a GM Affiliate):

(i) Four Billion Two Hundred Million Dollars (\$4,200,000,000.00), subject to any reduction pursuant to Section 1.3(b) below, payable in cash (the "Cash Dividend"), subject to Section 1.1(a)(ii) below; and

(ii) if, at the time that the Cash Dividend is otherwise payable under Section 1.1(a)(i) above, Hughes shall have insufficient funds available to it to pay in full the Cash Dividend in cash, then, to the extent and in lieu of any such shortfall in funds, Hughes shall distribute as a dividend to GM a demand note issued by Hughes with an original principal amount equal to the amount of such shortfall (the "Demand Note"), having terms, including interest rate, reasonably acceptable to GM, Hughes and EchoStar. Any Demand Note shall be paid in full upon the occurrence of the Merger Effective Time.

For the purposes of this Agreement, "Recapitalization Amount" means the amount equal to Four Billion Two Hundred Million Dollars (\$4,200,000,000.00) minus any reduction required pursuant to Section 1.3(b) below, which amount is equal to the deemed value of the distributions described in this Section 1.1(a).

The parties understand and agree that, at any time following the receipt of the Requisite Stockholder Approval, Hughes may distribute as a dividend to GM or a GM Affiliate a promissory note in an amount approximately equal to the Recapitalization Amount. In the event that such a promissory note has been so distributed as of the time of the Hughes Recapitalization, then the payments described above in this Section 1.1(a) may be made in repayment of such promissory note rather than as a dividend.

(b) Reduction of the Denominator of the Class H Fraction. In consideration of the dividend distributions from Hughes described in Section 1.1(a) hereof, GM shall promptly take all actions within its control necessary to cause the denominator of the fraction (the "Denominator") described in Article Fourth, Division I, Section (a)(4) of the GM Certificate of Incorporation to be reduced upon GM's receipt of such dividend distributions by a number equal to the quotient determined by dividing the Recapitalization Amount by the Recapitalization Price (as defined

below). In connection therewith, Hughes shall issue to GM a number of shares of Hughes Class C Common Stock such that the number of shares of Hughes Class C Common Stock held by GM immediately prior to the Spin-Off Effective Time shall equal the Spin-Off Denominator (as defined below). The transactions described in Sections 1.1(a) and (b) hereof are referred to herein collectively as the "Hughes Recapitalization."

(c) Certain Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(i) "Recapitalization Price" means the average (rounded to the nearest 1/10,000, or if there shall not be a nearest 1/10,000, to the next highest 1/10,000) of the Volume Weighted Average Trading Prices (as defined below) of the GM Class H Common Stock for each of the five (5) consecutive trading days (or, if less, the number of trading days following the Regulatory Approval Date (as defined below) and before the date of the Spin-Off Effective Time) ending on and including the trading day immediately prior to the date of the Spin-Off Effective Time;

(ii) "Regulatory Approval Date" means the first date on which there shall be a public announcement by GM or Hughes that the conditions set forth in Section 6.1(b) and Section 6.1(c) of the Merger Agreement have been satisfied or waived;

(iii) "Spin-Off Denominator" means the Denominator determined as of immediately prior to the Spin-Off Effective Time, and after giving effect to the adjustment to the Denominator in connection with the Hughes Recapitalization as contemplated by Section 1.1(b) of this Agreement, and determined as of such point in time rather than as an average with respect to any accounting period. Any determination of the Spin-Off Denominator shall be made in good faith by the GM Board of Directors in accordance with the preceding sentence. Promptly following any determination by the GM Board of Directors of the Spin-Off Denominator pursuant to this Agreement, GM shall provide written notice thereof to EchoStar (which notice shall include the computation thereof); and

(iv) "Volume Weighted Average Trading Price" means, with respect to any trading day (defined as 9:30 a.m. through 4:00 p.m., Eastern Time), the weighted average of the reported per share prices at which transactions in GM Class H Common Stock are executed on the New York Stock Exchange ("NYSE") during such trading day (weighted based on the number of shares of GM Class H Common Stock traded, as such weighted average price appears on the Bloomberg screen "Volume at Price" page for GM Class H Common Stock when observed at 5:00 p.m., Eastern Time, on such trading day).

Section 1.2. Further Assurances Regarding the Hughes Recapitalization. In addition to the actions expressly provided for elsewhere in this Agreement, each of GM and Hughes shall, and shall cause its controlled affiliates to promptly take, or cause to be taken, any and all actions within its control, and do, or cause to be done, all things within its control necessary under applicable laws, regulations and agreements in order to consummate and make effective the Hughes Recapitalization. Without limiting the generality of the foregoing, each of GM and Hughes shall cooperate with the other party in all respects, and promptly take all actions within its control to execute and deliver, or to cause to have executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, which shall include appropriate representations, warranties and covenants, and to make all filings with, and to obtain all consents, approvals or authorizations of, any foreign, federal, state or local governmental or regulatory body, agency, instrumentality or authority ("Governmental Authority") which are reasonably requested by the other party in order to consummate and make effective the Hughes Recapitalization.

Section 1.3. Reductions in Exchange Shares and Cash Dividend.

(a) Debt/Equity Exchange Reduction. If and only to the extent required in order to satisfy the condition set forth in Section 6.1(h) of the Merger Agreement as of immediately prior to the Merger Effective Time, then as of immediately prior to the Hughes Recapitalization the aggregate number of shares of Hughes Class C Common Stock which GM shall be entitled to distribute in connection with all GM Debt/Equity Exchanges after the Merger Effective Time, if any, shall be reduced (such reduction, a "Mandatory Exchange Share Reduction") by an amount equal to the least of: (i) forty million (40,000,000), (ii) the excess of one hundred million (100,000,000) over the number of shares of GM Class H Common Stock that have been issued by GM in connection with all GM Debt/Equity Exchanges prior to the Hughes Recapitalization and (iii) the minimum number by which the total number of shares of Hughes Class C Common Stock that GM is then entitled to distribute in connection with GM Debt/Equity Exchanges would have to be reduced in order for the condition set forth in Section 6.1(h) of the Merger Agreement to be satisfied; provided that in order to cause the condition set forth in Section 6.1(h) of the Merger Agreement to be satisfied, GM may in its sole and absolute discretion elect to reduce further (such further reduction, an "Optional Exchange Share Reduction") the aggregate number of additional shares of Hughes Class C Common Stock which it is entitled to distribute in connection with any subsequent GM Debt/Equity Exchange by delivering a written notice to Hughes and EchoStar setting forth the amount of such additional reduction.

(b) Reduction of Cash Dividend. If, after giving effect to any Mandatory Exchange Share Reduction and any Optional Exchange Share Reduction, the conditions set forth in Section 5.1(l) below or Section 6.1(h) of the Merger Agreement are still not satisfied, the Cash Dividend shall be reduced by an amount equal to the least of: (i) seven hundred million dollars (\$700,000,000.00), (ii) the Excess Exchange Amount (as defined below) and (iii) the minimum amount by which the Cash Dividend would have to be reduced in order for the conditions set forth in Section 5.1(l) below and Section 6.1(h) of the Merger Agreement to be satisfied; provided that

in order to cause the conditions set forth in Section 5.1(l) below and in Section 6.1(h) of the Merger Agreement to be satisfied, GM may in its sole and absolute discretion elect to further reduce the amount of the Cash Dividend by delivering a written notice to Hughes and EchoStar, setting forth the amount of such additional reduction.

(c) Certain Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(i) "Average Exchange Price" means the quotient determined by dividing (x) the aggregate fair market value (as determined in accordance with the applicable exchange agreement entered into by GM and one or more financial institutions in connection with such GM Debt/Equity Exchange(s)) of the Exchange Debt repurchased by GM in exchange for shares of GM Class H Common Stock issued in connection with any GM Debt/Equity Exchange that shall have occurred prior to the Spin-Off Effective Time by (y) the aggregate number of shares of GM Class H Common Stock issued in connection with such GM Debt/Equity Exchange.

(ii) "Excess Exchange Amount" means the product of the Average Exchange Price multiplied by the Excess Exchange Share Number.

(iii) "Excess Exchange Share Number" means the number equal to the excess, if any, of (x) the number of shares of GM Class H Common Stock issued in connection with any GM Debt/Equity Exchange that shall have occurred prior to the Spin-Off Effective Time over (y) sixty million (60,000,000); provided that, in the event that there is no such excess, the "Excess Exchange Share Number" shall be zero (0).

Section 1.4. Refinancing of the PanAmSat Note. Pursuant to the Loan Agreement, dated as of May 15, 1997 (as amended, the "PanAmSat Loan Agreement"), between Hughes, formerly known as Hughes Network Systems, Inc., and PanAmSat, formerly known as Magellan International, Inc., as amended by the First Amendment to Loan Agreement, entered into as of December 22, 1997, by and between Hughes and PanAmSat, Hughes currently provides to PanAmSat a credit facility, including the loan evidenced by the promissory note dated May 15, 1997, issued by PanAmSat to Hughes (such Loan Agreement and credit facility, the "PanAmSat Note"). The parties intend that the entire amount outstanding under the PanAmSat Note (including all principal, interest and any other amounts outstanding thereunder) shall be paid in cash by PanAmSat to Hughes (such payment of the entire amount outstanding under the PanAmSat Note, the "PanAmSat Note Repayment") prior to the consummation of the Hughes Recapitalization. Accordingly, Hughes has requested that PanAmSat use its best efforts to, and Hughes shall use commercially reasonable efforts to cause PanAmSat to, (a) in accordance with the terms of the PanAmSat Loan Agreement, replace the PanAmSat Note with a credit facility or (b) obtain other third party financing arrangements to refinance the PanAmSat Note, in each case, on such terms as may be available to PanAmSat and as are reasonably acceptable to Hughes in consultation with EchoStar; provided that any credit facility or other third party financing arrangements that replace

the PanAmSat Note (i) shall be on market terms (i.e., such credit facility or other third party financing arrangements shall have terms that are generally consistent in the aggregate with the terms available in the market at such time for a comparable credit facility with respect to a comparable borrower) and (ii) shall not contain any change of control or event of default provisions which shall be triggered by the consummation of the GM Transactions or the Merger.

ARTICLE 2

CERTAIN INTERCOMPANY MATTERS

Section 2.1. Ancillary Separation Agreements. GM and Hughes, together with their affiliates specified therein, have entered into or, concurrently with the execution and delivery of this Agreement, are entering into (a) the GM/Hughes Tax Agreements (as defined below), (b) the GM/Hughes Intellectual Property Agreement in the form attached as Exhibit A hereto and (c) the GM/Hughes Special Employee Items Agreement in the form attached as Exhibit B hereto. For the purposes of this Agreement, "GM/Hughes Tax Agreements" means (i) the Amended and Restated Agreement for the Allocation of United States Income Taxes between GM and Hughes, in the form of Exhibit C attached hereto; (ii) the Agreement for the Allocation of United States Federal Income Taxes, effective as of December 29, 1985, by and among GM, Hughes Electronics Corporation (formerly GM Hughes Electronics Corporation), HE Holdings, Inc. (formerly Hughes Aircraft Company), and Delco Electronics Corporation, as amended to date; and (iii) the Tax Sharing Agreement, dated as of December 17, 1997, by and among GM, Hughes and HE Holdings, Inc. (subsequently renamed Raytheon Company).

Section 2.2. Insurance Matters.

(a) Cooperation in Insurance Matters. Prior to the Spin-Off Effective Time, GM has maintained insurance programs which provide certain coverages for a number of entities, including Hughes, Hughes Affiliates (as defined below) and their respective officers and directors. From and after the Spin-Off Effective Time, except as provided herein or as otherwise provided in the Implementation Agreement with respect to directors and officers liability insurance, Hughes shall be responsible for obtaining and maintaining its own insurance program separately from the GM insurance programs (which may continue to be maintained by GM). Notwithstanding the foregoing, (i) GM, upon the request of Hughes, shall use commercially reasonable efforts to assist Hughes in the transition to its own separate insurance coverage from and after the Spin-Off Effective Time, and shall provide Hughes with any information that is in the possession of GM and is reasonably available and useful to either obtain such insurance coverage or to assist Hughes in preventing gaps in its insurance coverages, (ii) in the event that prior to the Spin-Off Effective Time Hughes is not able to obtain any such separate insurance coverage or to obtain such on reasonable commercial terms substantially consistent with the commercial terms applicable to the insurance coverage intended to be replaced, at the request of Hughes, GM and Hughes shall cooperate with each other

to enter into an arrangement, on an arm's-length basis, that would permit Hughes for a reasonable period of time after the Spin-Off Effective Time to continue to have the benefit of the insurance coverage formerly provided by GM's insurance program, on terms that require Hughes to reimburse GM for the costs of such extended insurance coverage that are fairly allocable to the inclusion of Hughes among GM and the other GM parties that otherwise benefit from such coverage, (iii) each of GM and Hughes, upon the request of the other, shall cooperate with and use commercially reasonable efforts to assist the other in the collection of proceeds from insurance claims made under any Insurance Policy (as defined below) for the benefit of any insured party and (iv) each of GM, Hughes, each GM Affiliate (as defined below) and each Hughes Affiliate, shall use commercially reasonable efforts not to take any action that would jeopardize or otherwise interfere with any party's ability to collect any proceeds payable pursuant to any Insurance Policy.

(b) Certain Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(i) "Affiliate" or "affiliate" means with respect to GM or Hughes, a GM Affiliate or a Hughes Affiliate, as the case may be.

(ii) "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise or the beneficial ownership (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder (the "Exchange Act")) of more than fifty percent (50%) of the voting securities of a Person;

(iii) "GM Affiliate" means, as of any particular time, a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with GM as of such time; provided, however, that the term "GM Affiliate," as of any particular time, shall not include Hughes or any Hughes Affiliate as of such time;

(iv) "Hughes Affiliate" means (x) with respect to any time prior to the Spin-Off Effective Time, a Person that, directly or indirectly through one or more intermediaries, was Controlled by Hughes as of such time and (y) with respect to any time after the Spin-Off Effective Time, a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with Hughes as of such time; and

(v) "Person" means any individual, corporation, limited liability company, partnership, trust or unincorporated organization or government or any agency or political subdivision thereof.

(c) Claims. With respect to any claims in respect of the Hughes Business arising out of events, acts or omissions commencing or occurring prior to the Spin-Off Effective Time, for which Hughes, any Hughes Affiliates or any of their respective officers, directors, employees or other covered parties may be entitled to assert a claim for recovery under any policy of insurance maintained by GM or any GM Affiliates prior to the Spin-Off Effective Time (an "Insurance Policy") in accordance with the terms thereof ("Hughes Insurance Claims"), GM, at the request of Hughes, shall use commercially reasonable efforts in asserting, or assisting Hughes in asserting, such claims under any such Insurance Policy; provided, that in all cases (i) Hughes shall promptly pay or reimburse GM for all reasonable external costs and expenses incurred by GM in connection with such claims (whether such claims were made before or are made after the Spin-Off Effective Time) to the extent GM's assistance is so requested by Hughes, including retrospective premium adjustments to the extent attributable to such claims, (ii) to the full extent permitted by contract and law, the control and administration of such Insurance Policies, including with respect to any proposed buyouts of such Insurance Policies, shall remain with GM, (iii) such claims shall be subject to (and recovery thereon shall be reduced by the amount of) any applicable required deductibles, retentions, self-insurance provisions or any payment or reimbursement obligations paid out by GM or any GM Affiliates in respect thereof, (iv) with respect to claims-made Insurance Policies, such claims must have been incurred and reported prior to the Spin-Off Effective Time to the extent required by such policies, and (v) Hughes shall promptly report to GM any such claims, although any delay in notice shall not reduce any recoveries except to the extent GM is actually prejudiced thereby. GM and its insurers shall cooperate with Hughes and shall have the right in consultation with Hughes to control the investigation, defense and settlement of all claims, but no such settlement may be effected without the consent of Hughes, which consent shall not be unreasonably withheld or delayed, unless such settlement does not include any admission of liability or exposure to third party contribution claims and includes an unconditional written release of Hughes and any other insured parties from all liability in respect of such claim.

Section 2.3. Registration Rights.

(a) Registration Rights Agreements. GM hereby represents and warrants that, other than (i) the Amended and Restated Registration Rights Agreement, dated as of the date hereof, by and among GM, Hughes, United States Trust Company of New York ("U.S. Trust"), as Trustee of the GM Special Hourly Employees Pension Trust established under the GM Hourly-Rate Employees Pension Plan, and U.S. Trust, as Trustee of the Sub-Trust of the GM Welfare Benefit Trust established under the GM Welfare Benefit Trust, a voluntary employees' beneficiary association trust established to fund certain collectively bargained hourly retiree health care benefits under the GM Health Care Program for Hourly Employees and certain collectively bargained hourly retiree life insurance benefits under the GM Life and Disability Benefits Program for Hourly Employees and such benefits under other applicable collectively bargained welfare plans, and certain related agreements relating thereto (collectively, the "Current Pension Plans Registration Rights Agreement"), (ii) the Registration Rights Agreement, dated as of June 21, 1999, between GM and America Online, Inc., and certain related agreements relating thereto (collectively, the "AOL

Registration Rights Agreement"), (iii) the Registration Rights Agreement, dated as of April 28, 1999, between GM and PRIMESTAR, Inc., and certain related agreements relating thereto (collectively, the "PRIMESTAR Registration Rights Agreement" and, together with the Current Pension Plans Registration Rights Agreement and the AOL Registration Rights Agreement, the "Registration Rights Agreements") and (iv) the Registration Rights Letter Agreement (as defined in the Implementation Agreement), neither GM nor any GM Affiliate has entered into or agreed to enter into any contract, agreement or understanding (other than such other contracts, agreements and understandings contemplated by this Agreement, the Merger Agreement or the Implementation Agreement) that would require registration of any shares of Hughes Class C Common Stock under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, from or after the Spin-Off Effective Time.

(b) Assumption of Obligation. Effective as of the Spin-Off Effective Time, GM shall assign to Hughes all of GM's rights as of such time relating to the AOL Registration Rights Agreement and the PRIMESTAR Registration Rights Agreement, and Hughes shall assume all of the obligations of GM as of such time thereunder; provided, that Hughes shall not assume any of the obligations of GM under the AOL Registration Rights Agreement or the PRIMESTAR Registration Rights Agreement with respect to any events, acts or omissions occurring prior to the Spin-Off Effective Time.

(c) No Amendment. Without the prior written consent of GM, Hughes shall not modify or amend either of the AOL Registration Rights Agreement or PRIMESTAR Registration Rights Agreement in any respect that would adversely affect any rights or obligations of GM under the AOL Registration Rights Agreement and the PRIMESTAR Registration Rights Agreement with respect to any registration prior to the Spin-Off Effective Time of shares of GM Class H Common Stock by GM pursuant to such agreements.

Section 2.4. No Amendment, Waiver or Termination of Merger Agreement. Without the prior written consent of GM, Hughes shall not modify or amend in any respect, or terminate or waive any right or condition set forth in, the Merger Agreement.

Section 2.5. Publicity. Hughes, with respect to Hughes and all of the Hughes Affiliates, and GM, with respect to GM and all of the GM Affiliates, agree to take all commercially reasonable actions to discontinue their respective uses as promptly after the Spin-Off Effective Time as is reasonably practicable of any printed material that indicates a continued parent-subsidary relationship between GM and Hughes or any of their respective affiliates. This Section 2.5 shall not be deemed to prohibit the use of printed material containing appropriate and accurate references to the historical relationships between the parties or their affiliates.

ARTICLE 3

CONFIDENTIALITY

Section 3.1. Treatment of Confidential Information.

(a) Restrictions on Disclosure. From and after the Spin-Off Effective Time, each of Hughes and GM agrees that it shall not, and shall not permit any of its affiliates or any of its directors, officers, employees, agents, consultants, advisors, accountants or attorneys (collectively, "Representatives") to, disclose any Confidential Information (as defined below) to any Person, other than as provided herein and in the Confidentiality Agreement. Notwithstanding the foregoing, each of Hughes and GM and its respective affiliates and Representatives may disclose such Confidential Information, and such information shall no longer be deemed Confidential Information, to the extent that such Confidential Information is or was (i) available to such party outside the context of the parties' parent-subsidary relationship on a nonconfidential basis prior to its disclosure by the other party, (ii) in the public domain other than by the breach of this Agreement, (iii) lawfully acquired outside the context of the parties' parent-subsidary relationship on a nonconfidential basis or (iv) independently developed by, or on behalf of, such party by Persons who do not have access to, or descriptions of, any such Confidential Information. Confidential Information shall only be used for the business of GM and Hughes and their affiliates and not for the benefit of any other Person.

(b) Definition of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" means (i) as to Hughes, (A) any information concerning GM, any GM Affiliate or the business or operations of GM or any GM Affiliate other than the Hughes Business (the "GM Business") that was obtained by Hughes or any Hughes Affiliate prior to the Spin-Off Effective Time, (B) any information concerning GM or any GM Affiliate that is obtained by Hughes under Section 4.1 or (C) any other information obtained by, or furnished to, Hughes or any Hughes Affiliate after the Spin-Off Effective Time that (I) is marked "Confidential" or "Secret" (or like marking) by GM or any GM Affiliate or (II) GM and Hughes have agreed in writing is confidential or secret; and (ii) as to GM, (A) any information concerning Hughes, any Hughes Affiliate or the Hughes Business that was obtained by GM or any GM Affiliate prior to the Spin-Off Effective Time, (B) any information concerning Hughes or any Hughes Affiliate that is obtained by GM under Section 4.1 or (C) any other information obtained by, or furnished to, GM or any GM Affiliate after the Spin-Off Effective Time that (I) is marked "Confidential" or "Secret" (or like marking) by Hughes or any Hughes Affiliate or (II) Hughes and GM have agreed in writing is confidential or secret.

Section 3.2. Legally Required Disclosure of Confidential Information. If either party to this Agreement or any of its respective affiliates or Representatives becomes legally required to disclose any Confidential Information, such disclosing party shall promptly notify the other party and use commercially reasonable efforts to cooperate with the other party so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with this Article 3. All

expenses incurred in seeking a protective order or other remedy shall be borne by the other party. If such protective order or other remedy is not obtained, or if the other party waives compliance with this Article 3, the disclosing party or its affiliate or Representative, as applicable, shall (a) disclose only that portion of the Confidential Information which its legal counsel advises it is compelled to disclose, (b) use commercially reasonable efforts to obtain reliable assurance requested by the other party that confidential treatment will be accorded such Confidential Information and (c) promptly provide the other party with a copy of the Confidential Information so disclosed, in the same form and format disclosed.

Section 3.3. Policies and Procedures. Hughes and GM shall each maintain current policies and procedures, and develop such further policies and procedures as shall from time to time become necessary, to ensure compliance with this Article 3.

ARTICLE 4

CONTINUING INFORMATION SUPPORT

Section 4.1. Access to Information. Until the seven (7) year anniversary of the Spin-Off Effective Time or such longer period during which any indemnification claim under this Agreement, the Implementation Agreement or any other agreement between GM and Hughes remains outstanding, Hughes and GM each shall afford to the other, and shall cause their respective affiliates and Representatives to afford, reasonable access and reasonable duplicating rights upon reasonable advance request and during normal business hours to all information (other than information subject to the attorney-client privilege) within such party's possession relating to such other party's business, assets or liabilities to the extent that such access is reasonably required by such other party for the conduct of such other party's business or for audit, accounting, claims, litigation, regulatory or tax purposes, or for purposes of fulfilling disclosure and reporting obligations; provided further that to the extent that disclosing any such information would reasonably be expected to constitute a waiver of attorney-client, work product or other privilege with respect thereto, each of Hughes and GM and their respective affiliates shall take all commercially reasonable action to prevent a waiver of any such privilege, including entering into an appropriate joint defense agreement in connection with affording access to such information. In connection therewith, Hughes and GM shall, upon the request of the other party, make available their respective officers and employees (and those of their respective affiliates) to the extent that they are reasonably necessary to discuss and explain such information with and to the other party. GM and Hughes shall each cooperate with the other, and shall cause their respective affiliates and Representatives to cooperate, in the provision of access to information reasonably necessary for the preparation of reports required by or filed under the Exchange Act with respect to any period entirely or partially prior to the Spin-Off Effective Time. The access provided pursuant to this Section 4.1 shall be subject to such additional confidentiality and security provisions as the disclosing party may reasonably deem necessary.

Section 4.2. Production of Witnesses. Until the seven (7) year anniversary of the Spin-Off Effective Time, each of Hughes and GM shall use commercially reasonable efforts, and shall cause each of their respective affiliates to use commercially reasonable efforts, to make available to the other, upon written request, its directors, officers, employees and other Representatives as witnesses to the extent that any such Person is reasonably necessary (giving consideration to the business demands upon such Persons) in connection with any legal, administrative or other proceedings in which the requesting party may from time to time be involved.

Section 4.3. Reimbursement. Except with respect to costs and expenses incurred in connection with any legal, administrative or other proceeding or claim to which Section 2.2(c) applies, each party to this Agreement providing access, information or witnesses to the other party pursuant to Section 4.1 or 4.2 shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payment for all reasonable out-of-pocket costs and expenses (excluding allocated compensation, salary and overhead expense) as may be reasonably incurred in providing such information or witnesses.

Section 4.4. Retention of Records. Except as otherwise required by law, each of Hughes and GM shall use commercially reasonable efforts to accommodate the other with respect to retention and provision of copies of any significant information in such party's possession or under its control relating to the business or operations, assets or liabilities of the other party.

ARTICLE 5

CONDITIONS TO CLOSE

Section 5.1. Conditions to Obligation to Consummate the Hughes Recapitalization. The obligations of GM and Hughes to consummate the Hughes Recapitalization shall be subject to fulfillment of each and all of the following conditions (any of which may be waived by GM or Hughes, on behalf of GM or Hughes, respectively, in each case only with the consent of EchoStar):

(a) no temporary restraining order, preliminary or permanent injunction or other order or decree issued by a court of competent jurisdiction or Governmental Authority of competent jurisdiction which prevents the consummation of any of the GM Transactions shall have been issued and remain in effect, and no statute, rule or regulation shall have been enacted by any Governmental Authority which prevents the consummation of the GM Transactions;

(b) the GM Transactions (including the GM Charter Amendment, the Hughes Recapitalization and all other aspects of the GM Transactions, including the Spin-Off) shall have received the approval of the holders of (i) a majority of the voting power of all outstanding shares of the GM \$1-2/3 Common Stock and the GM Class H Common Stock, voting together as a single

class based on their respective per share voting power pursuant to the provisions set forth in the GM Certificate of Incorporation, (ii) a majority of the outstanding shares of GM \$1-2/3 Common Stock, voting as a separate class, and (iii) a majority of the outstanding shares of GM Class H Common Stock, voting as a separate class (collectively, the "Requisite Stockholder Approval");

(c) following the receipt of the Requisite Stockholder Approval, the GM Charter Amendment shall have been filed and become effective;

(d) GM shall have received a ruling (the "Ruling") from the Internal Revenue Service of the United States Department of the Treasury ("IRS"), in form and substance reasonably satisfactory to GM, to the effect that each of (x) the distribution of Hughes Class C Common Stock to the holders of record of GM Class H Common Stock and, in the event that the Remaining Shares Distribution (as defined in the Implementation Agreement) is to be effected, the distribution of Hughes Class C Common Stock to the holders of record of GM \$1-2/3 Common Stock, in each case as contemplated by the Implementation Agreement, (y) if applicable, the distribution of Hughes Preference Stock to the holders of record of GM Series H Preference Stock will constitute a distribution with respect to which no gain or loss will be recognized by GM or any GM Affiliate, Hughes or their respective stockholders pursuant to Section 355 and related provisions of the Code and (z) GM will be permitted, without jeopardizing the Tax-Free Status of the Spin-Off (as defined in the Implementation Agreement), to receive and retain the GM Note (as defined in the Supplemental Agreement) and Pledged Collateral (as defined in the Pledge Agreement), and subsequently dispose of such GM Note and Pledged Collateral, under conditions acceptable to GM in its sole and absolute discretion; and GM shall not have been notified by the IRS that the Ruling has been withdrawn, invalidated or modified in an adverse manner, and GM shall not have been notified by the IRS, and shall not have otherwise reasonably determined, on the basis of an opinion of outside tax counsel, that there is a more than immaterial possibility that the consummation of the Spin-Off will not be tax-free as contemplated by the Implementation Agreement; provided that, for purposes of this Section 5.1(d), if the IRS has not withdrawn, invalidated or modified the Ruling or otherwise notified GM that the consummation of the Spin-Off will not be tax-free, then a determination by GM, based on an opinion of tax counsel, that, nonetheless, there is a more than immaterial possibility that the consummation of the Spin-Off will not be tax-free as contemplated by the Implementation Agreement shall be based upon (i) a Change in Tax Law (as defined below) after the date on which the Ruling is issued or (ii) a change in, or failure of, a relevant fact (including an error in stating, or an omission to state, a relevant fact in any IRS Submission (as defined in the Implementation Agreement) or otherwise); provided, further, that if GM makes a determination that the Spin-Off will not be tax-free in accordance with the requirements stated above, then GM and Hughes shall request that the IRS confirm the Ruling in a Subsequent Ruling (as defined in the Implementation Agreement) if the matter is capable of being resolved by a ruling by the IRS. For the purposes of this Agreement, "Change in Tax Law" means any amendment to, or change in (including any announcement of a prospective change, such as, but not limited to, the reporting of legislation by the House Ways and Means Committee or the Senate Finance Committee, or the proposal of a legislative change), the laws or regulations of the United States, or any official

administrative pronouncement (including the issuance of any proposed regulation or IRS pronouncement) or judicial decision interpreting or applying such laws or regulations, in each case that has an effective date that is proposed to precede the Spin-Off Effective Time or that otherwise applies to or affects the Spin-Off;

(e) GM shall have received the opinion of Kirkland & Ellis, tax counsel to GM, to the effect that, on the basis of and subject to the assumptions, representations, limitations and other matters set forth therein, (i) the recapitalization of the GM $\$1\frac{2}{3}$ Common Stock and the GM Class H Common Stock arising from the adoption of the GM Charter Amendment will be tax-free to GM, the holders of GM $\$1\frac{2}{3}$ Common Stock and the holders of GM Class H Common Stock and (ii) the GM Class H Common Stock is stock of GM for United States federal income tax purposes;

(f) all conditions to the Merger, other than the consummation of the Hughes Recapitalization and the Spin-Off, shall have been satisfied or waived (provided that any such waiver by Hughes shall have been made only with GM's consent), and the parties to the Merger Agreement shall be prepared to cause the consummation of the Merger immediately following the Spin-Off Effective Time;

(g) all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, and any applicable similar law of any foreign jurisdiction with respect to the GM Transactions shall have expired or otherwise been terminated, all approvals of, or filings with any Governmental Authority required to consummate the GM Transactions shall have been obtained or made, and the parties shall have made all other required notifications with respect to the GM Transactions and shall have received all other required consents or approvals with respect to the GM Transactions, other than approvals and filings, the failure of which to obtain or make which, in the aggregate, are not reasonably likely to result in a material adverse effect on the ability of GM or Hughes to consummate the GM Transactions;

(h) the SEC shall have declared the Spin-Off/Merger Registration Statement (as defined in the Implementation Agreement) effective, all other required approvals and clearances of the Spin-Off/Merger Registration Statement and the GM Proxy/Consent Solicitation Statement (as defined in the Implementation Agreement) shall have been received from the SEC, and all applicable material state and foreign blue sky or securities permits or approvals required to mail the GM Proxy/Consent Solicitation Statement and take the other actions set forth in Section 1.2 of the Implementation Agreement shall have been received in accordance with Applicable Law (as defined in the Implementation Agreement), and no stop order suspending the effectiveness of the Spin- Off/Merger Registration Statement shall be in effect and no similar restraining order shall have been entered by the SEC or any state or foreign securities administrator with respect to the Transactions;

(i) the shares of Hughes Class A Common Stock and of Hughes Class C Common Stock to be issued pursuant to the Spin-Off and the Merger shall have been approved for listing on the NYSE or, in the alternative, approved for quotation on the Nasdaq Stock Market, subject to official notice of issuance;

(j) GM and Hughes shall have received the opinion of Houlihan Lokey Howard & Zukin, addressed to the Board of Directors of GM and Hughes, regarding Hughes' ability to declare and pay the dividend contemplated by the Hughes Recapitalization, in form and substance reasonably acceptable to Hughes, immediately prior to the Hughes Recapitalization;

(k) at least five (5) trading days shall have elapsed since the Regulatory Approval Date;

(l) the quotient determined by dividing (i) the Recapitalization Amount by (ii) the Recapitalization Price, shall not exceed the aggregate number of GM Notional Shares (as defined below) determined as of immediately prior to the reduction of the Denominator contemplated by Section 1.1(b) of this Agreement as part of the Hughes Recapitalization; and

(m) the Contribution and Transfer Agreement (as defined in the Implementation Agreement) shall have been entered into and shall be in full force and effect.

Section 5.2. GM Notional Shares. For the purposes of this Agreement, including Section 5.1(1), "GM Notional Shares" means the aggregate number determined by the Board of Directors of GM, in good faith and in accordance with the provisions of the next succeeding sentence, to be the aggregate number of notional shares representing GM's retained economic interest in Hughes. The aggregate number of GM Notional Shares shall be determined, as of any particular time, by subtracting (a) the number of shares of GM Class H Common Stock issued and outstanding as of such time from (b) the Denominator determined by the Board of Directors of GM as of such point in time rather than as an average with respect to any accounting period. Promptly following any determination by the Board of Directors of GM of the aggregate number of GM Notional Shares pursuant to this Agreement, GM shall provide written notice thereof to EchoStar (which notice shall include the computation thereof).

ARTICLE 6

TERMINATION

Section 6.1. Termination of Agreement. Prior to the Spin-Off Effective Time, this Agreement shall terminate automatically upon termination of the Merger Agreement.

Section 6.2. Effect of Termination. If this Agreement is terminated pursuant to Section 6.1 above, this Agreement shall become void and have no effect, without any liability under this Agreement on the part of any party or its directors, officers or stockholders. Notwithstanding the foregoing, nothing in this Section 6.2 shall relieve any party to this Agreement of liability for a breach of any provision of this Agreement.

ARTICLE 7

MISCELLANEOUS

Section 7.1. Notices. All notices shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or dispatched by a nationally recognized overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to GM:

300 Renaissance Center
Detroit, Michigan 48265-3000
Attention: Warren G. Andersen
Telecopy No.: (313) 665-4978

with a copy to:

Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
Attention: R. Scott Falk and Joseph P. Gromacki
Telecopy No.: (312) 861-2200

(b) if to Hughes:

200 North Sepulveda Boulevard
P.O. Box 956
El Segundo, California 90245
Attention: General Counsel
Telecopy No.: (310) 456-1089

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Frederick S. Green and Michael E. Lubowitz
Telecopy No.: (212) 310-8007

Section 7.2. Interpretation; Absence of Presumption.

(a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof", "herein", and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified, (iv) the word "or" shall not be exclusive, (v) provisions shall apply, when appropriate, to successive events and transactions, (vi) unless otherwise specified, all references to any period of days shall be deemed to be to the relevant number of calendar days, (vii) "dollars" or "\$" means United States dollars, (viii) "cash" means dollars in immediately available funds and (ix) the phrase "the date hereof" means as of the date of this Agreement.

(b) The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 7.3. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

Section 7.4. Entire Agreement; Severability.

(a) This Agreement (including the documents and the instruments referred to herein) contains the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the parties other than those set forth or referred to herein or therein.

(b) If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

Section 7.5. Third Party Beneficiaries. Prior to, and from and after, the Spin-Off Effective Time, until the consummation of the Merger or the termination of the Merger Agreement, EchoStar shall be a third party beneficiary hereunder of its rights pursuant to Sections 1.1(a), 1.4, 5.1, 7.8 and 7.9 hereof. Except as provided in the previous sentence, (a) the provisions of this Agreement are solely for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies hereunder, and (b) there are no other third party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Section 7.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without regard to principles of conflicts of laws).

Section 7.7. Specific Performance. The parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Accordingly, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law

or in equity, and all such rights and remedies shall be cumulative. Any requirements for the securing or posting of any bond with such remedy are waived.

Section 7.8. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder (other than the rights and interests of GM pursuant to Sections 2.2(a) and 2.2(c) hereof, and GM's rights hereunder with respect to any Demand Note, which shall be freely assignable by GM) shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided, however, that GM shall have the right to assign all or any part of its rights, interests or obligations under this Agreement to any parent thereof (whether as a result of recapitalization, reorganization, merger or otherwise), and, in connection with any such assignment, if and to the extent requested by either of the parties hereto, the parties shall restate this Agreement in its entirety to reflect such assignment and execute and deliver to each other any such restatement of this Agreement, except that no such assignment shall relieve GM of any of their respective obligations hereunder or be permitted without the prior written consent of EchoStar if any such assignment would have an adverse effect on EchoStar or, after the Merger Effective Time, Hughes, including with respect to any potential tax or other liabilities or obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 7.9. Amendment. Subject to obtaining EchoStar's written consent as required by Section 5.2(a) of the Implementation Agreement, this Agreement may be amended by the parties hereto by action taken or authorized by their respective Boards of Directors; provided, however, that no amendment shall be made following the receipt of the Requisite Stockholder Approval that alters or changes (a) the amount or kind of shares, securities, cash, property and/or rights to be received by the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock pursuant to the Implementation Agreement or (b) any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock without the approval, if required, of the holders of GM Class H Common Stock or GM \$1-2/3 Common Stock. Notwithstanding the foregoing, this Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 7.10. Dispute Resolution. GM and Hughes shall attempt in good faith to resolve any dispute between the parties arising out of or relating to this Agreement promptly through negotiations of the parties prior to seeking any other legal or equitable remedy.

Section 7.11. Consent to Jurisdiction. Any action, suit or proceeding arising out of any claim that the parties cannot settle through good faith negotiations shall be litigated exclusively in the state courts of Delaware. Each of the parties hereto hereby irrevocably and unconditionally (a) submits to the jurisdiction of the state courts of Delaware for any such action, suit or proceeding, (b) agrees not to commence any such action, suit or proceeding except in the state courts of Delaware, (c) waives, and agrees not to plead or to make, any objection to the venue of any such

action, suit or proceeding in the state courts of Delaware, (d) waives, and agrees not to plead or to make, any claim that any such action, suit or proceeding brought in the state courts of Delaware has been brought in an improper or otherwise inconvenient forum, (e) waives, and agrees not to plead or to make, any claim that the state courts of Delaware lack personal jurisdiction over it, and (f) waives its right to remove any such action, suit or proceeding to the federal courts except when such courts are vested with sole and exclusive jurisdiction by statute. GM and Hughes shall cooperate with each other in connection with any such action, suit or proceeding to obtain reliable assurances that confidential treatment will be accorded any information that either party shall reasonably deem to be confidential or proprietary. Each of the parties hereto irrevocably designates and appoints its respective Service Agent (as defined below) as its agent to receive service of process in any such action, suit or proceeding. Each of the parties hereto further covenants and agrees that, until the expiration of all applicable statutes of limitations relating to potential claims under this Separation Agreement, each such party shall maintain a duly appointed agent for the service of summonses and other legal process in the State of Delaware, and shall promptly notify the other party hereto of any change in the name or address of its Service Agent and the name and address of any replacement for its Service Agent, if such agent is no longer the Service Agent named herein. This Section 7.11 is meant to comply with 6 Del. C. Section 2708. For the purposes of this Agreement, "Service Agent" means, for GM and for Hughes, The Corporation Trust Company, with offices on the date hereof at 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, or, for either party, such other Person at such other address as such party may specify in a notice provided to the other party after the date of this Agreement in accordance with Section 7.1 of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound, has caused this Agreement to be duly executed and delivered on the date first set forth above.

GENERAL MOTORS CORPORATION

By: /s/ WARREN G. ANDERSEN

Name: Warren G. Andersen
Title: Assistant General Counsel

HUGHES ELECTRONICS CORPORATION

By: /s/ LARRY D. HUNTER

Name: Larry D. Hunter
Title: Vice President

[Separation Agreement]