ECHOSTAR COMMUNICATIONS CORP

FORM S-8
(Securities Registration: Employee Benefit Plan)

Filed 6/7/1996

Address	9601 S. MERIDIAN BLVD.
	ENGLEWOOD, Colorado 80112
Telephone	303-723-1000
CIK	0001001082
Industry	Broadcasting & Cable TV
Sector	Services
Fiscal Year	12/31

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As filed with the Securities and Exchange Commission on June 7, 1996

Registration No. 33-_____

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549 **FORM S-8**

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

ECHOSTAR COMMUNICATIONS CORPORATION

(Exact name of registrant as specified in its charter)

NEVADA	88-03369997
(State or other jurisdiction of incorporation or organization	(I.R.S. Employer Identification No.)

90 Inverness Circle East
Englewood, Colorado 80112
(303) 799-8222
(Address of principal executive offices)

EchoStar Communications Corporation
1995 Nonemployee Director Stock Option Plan
(Full Title of Plan)

DAVID K. MOSKOWITZ
SENIOR VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY
ECHOSTAR COMMUNICATIONS CORPORATION
90 INVERNESS CIRCLE EAST
ENGLEWOOD, COLORADO 80112

(303) 799-8222 EXT. 5323

(Name, address, including zip code, and
telephone number, including area code, of agent for service)

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement becomes effective.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price (1)	Amount of registration fee
Class A Common Stock, $0.01 par value	30,000 shares	$33.50(1)	$1,005,000.00	$346.55

(1) This calculation is made solely for the purpose of determining the amount of the registration fee and, in accordance with Rule 457(h) under the Securities Act of 1933, is based upon the average of the high and low prices of the Class A Common Stock as quoted in Nasdaq as of June 7, 1996.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The Company's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 1996, and the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1995 (Commission File No. 0-26176) are hereby incorporated in this Registration Statement by reference. In addition, all documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the date of this Registration Statement and prior to the filing of a Post-Effective Amendment to the Registration Statement indicating that all securities offered under the Registration Statement have been sold, or deregistering all securities then remaining unsold, shall be deemed to be incorporated in this Registration Statement by reference and to be a part hereof from the date of filing such documents. The description of the Company's Class A Common Stock contained in the Company's Registration Statement on Form 8-A, declared effective June 20, 1995, pursuant to Section 12 of the Exchange Act is also incorporated herein by this reference.

Item 5. Interests of Named Experts and Counsel

The Company's combined and consolidated financial statements dated as of December 31, 1994 and 1995, and for each of the three years in the period ended December 31, 1995, included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1995, Commission File No. 0-26176, have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are incorporated herein in reliance upon the authority of said firm as experts in accounting and auditing.

Item 6. Indemnification of Directors and Officers

The Articles of Incorporation of the Company provide for indemnification of the officers and directors of the Company to the fullest extent permitted by Section 78.751 of the Nevada General Corporation Law. The Registrant maintains certain insurance policies for its directors and officers against any loss arising from any claim asserted against them in such capacities, subject to certain exclusions.

Item 8. Exhibits

4.1 Specimen Share Certificate.*

4.2 Articles of Incorporation of the Company.*

4.3 Bylaws of the Company.*

4.4 1995 Nonemployee Director Stock Option Plan

5.1 Opinion and Consent of David K. Moskowitz.

23.1 Consent of David K. Moskowitz. See Exhibit 5.1.

23.2 Consent of Arthur Andersen LLP.

24 Powers of Attorney

Item 9. Undertakings

A. The undersigned Registrant hereby undertakes: (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; (2) that for the purpose of determining any liability under the Securities Act of 1933 each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof; and (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the

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*Incorporated by reference to the Company's Registration Statement on Form S-1, Registration Number 33-91276.

foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Englewood, State of Colorado, on June 7, 1996.

ECHOSTAR COMMUNICATIONS CORPORATION

By: /s/ DAVID K. MOSKOWITZ
David K. Moskowitz
Senior Vice President, General Counsel and Secretary

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURE	TITLE	DATE
*		
Charles W. Ergen	President, Chief Executive Officer, Chairman and Director (Principal Executive Officer)	June 7, 1996
*		
Steven B. Schaver	Vice President and Chief Financial Officer (Principal Financial Officer)	June 7, 1996
*		
J. Allen Fears	Vice President, Treasurer and Controller (Principal Accounting Officer)	June 7, 1996
*		
R. Scott Zimmer	Director	June 7, 1996
*		
James DeFranco	Director	June 7, 1996
*		
Raymond L. Friedlob	Director	June 7, 1996
*		
Alan M. Angelich	Director	June 7, 1996

* By : /S/ J. ALLEN FEARS
J. Allen Fears
Attorney-in-Fact

EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT DESCRIPTION
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4.2	Articles of Incorporation of the Company.*
4.3	Bylaws of the Company.*
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5.1	Opinion and Consent of David K. Moskowitz.
23.1	Consent of David K. Moskowitz. See Exhibit 5.1.
23.2	Consent of Arthur Andersen LLP.
24	Powers of Attorney

*Incorporated by reference to the Company's Registration Statement on Form S-1, Registration Number 33-91276.

EXHIBIT 4.4
ECHOSTAR COMMUNICATIONS CORPORATION
1995 NONEMPLOYEE DIRECTOR STOCK OPTION PLAN

I. Purpose

The EchoStar Communications Corporation Nonemployee Director Stock Option Plan (the "Plan") provides for the grant of Stock Options to Nonemployee Directors of EchoStar Communications Corporation (the "Company") in order to advance the interests of the Company through the motivation, attraction and retention of its Nonemployee Directors.

II. Non-Incentive Stock Options

The Stock Options granted under the Plan shall be nonstatutory stock options ("NSOs") which are intended to be options that do not qualify as "incentive stock options" under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

III. Administration

A. COMMITTEE. The Plan shall be administered by the Board of Directors of the Company (the "Board") or by a committee of two or more directors (the "Committee"). The Committee or the Board, as the case may be, shall have full authority to administer the Plan, including authority to interpret and construe any provision of the Plan and any Stock Option granted thereunder, and to adopt such rules and regulations for administering the Plan as it may deem necessary in order to comply with the requirements of the Code or in order to conform to any regulations or to any change in any law or regulation applicable thereto. The Board of Directors may reserve to itself any of the authority granted to the Committee as set forth herein, and it may perform and discharge all of the functions and responsibilities of the Committee at any time that a duly constituted Committee is not appointed and serving. All references in this Plan to the "Committee" shall be deemed to refer to the Board of Directors whenever the Board is discharging the powers and responsibilities of the Committee.

B. ACTIONS OF COMMITTEE. All actions taken and all interpretations and determinations made by the Committee in good faith (including determinations of Fair Market Value) shall be final and binding upon all Participants, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, and all members of the Committee shall, in addition to their rights as directors, be fully protected by the Company with respect to any such action, determination or interpretation.

IV. Definitions

A. "STOCK OPTION." A Stock Option is the right granted under the Plan to a Nonemployee Director to purchase, at such time or times and at such price or prices ("Option Price") as are determined pursuant to the Plan, the number of shares of Common Stock set forth in the Plan.

B. "COMMON STOCK." A share of Common Stock means a share of authorized but unissued or reacquired Class A Common Stock (par value $.01 per share) of the Company.

C. "FAIR MARKET VALUE." If the Common Stock is not traded publicly, the Fair Market Value of a share of Common Stock on any date shall be determined, in good faith, by the Board or the Committee after such consultation with outside legal, accounting and other experts as the Board or the Committee may deem advisable, and the Board or the Committee shall maintain a written record of its method of determining such value. If the Common Stock is traded publicly, the Fair Market Value of a share of Common Stock on any date shall be the average of the representative closing bid and asked prices, as quoted by the National Association of Securities Dealers through NASDAQ (its automated system for reporting quotes), for the date in question or, if the Common Stock is listed on the NASDAQ National Market System or is listed on a nationals stock exchange, the officially quoted closing price on NASDAQ or such exchange, as the case may be, on the date in question.

D. "NONEMPLOYEE DIRECTOR." A Nonemployee Director is a director of the Company who is not also an employee of the Company.

E. "PARTICIPANT." A participant is a Nonemployee Director to whom a Stock Option is granted.

V. Option Grants

A. NUMBER OF SHARES. Upon the initial election or appointment of a Nonemployee Director to the Company's Board of Directors, the Nonemployee Director shall be granted Stock Options to purchase one thousand (1,000) shares of Common Stock (subject to adjustment pursuant to Section VI.B. hereof) effective as of the date such person is elected or appointed to the Board of Directors.

B. PRICE. The purchase price per share of Common Stock for the shares to be purchased pursuant to the exercise of any Stock Option shall be 100% of the Fair Market Value of a share of Common Stock on the date on which the Nonemployee Director receiving the Stock Option is elected, appointed or reelected to the Board of Directors, as the case may be.

C. TERMS. Each Stock Option shall be evidence by a written agreement ("Option Agreement") containing such terms and provisions as the Committee may determine, subject to the provisions of the Plan.

VI. Shares of Common Stock Subject to the Plan

A. MAXIMUM NUMBER. The maximum aggregate number of shares of Common Stock that may be made subject to Stock Options shall be 30,000 authorized but unissued shares. If any shares of Common Stock subject to Stock Options are not purchased or otherwise paid for before such Stock Options expire, such shares may again be made subject to Stock Options.

B. CAPITAL CHANGES. In the event any changes are made to the shares of Common Stock (whether by reason or merger, consolidation, reorganization, recapitalization, stock dividend in excess of ten percent (10%) at any single time, stock split, combination of shares, exchange of shares, change in corporate structure or otherwise), appropriate adjustments shall be made in: (i) the number of shares of Common Stock theretofore made subject to Stock Options, and in the purchase price of said shares; and (ii) the aggregate number of shares which may be made subject to Stock Options. If any of the foregoing adjustments shall result in a fractional share, the fraction shall be disregarded, and the Company shall have no obligation to make any cash or other payment with respect to such a fractional share.

VII. Exercise of Stock Options

A. TIME OF EXERCISE. Subject to the provisions of the Plan, the Committee, in its discretion, shall determine the time when a Stock Option, or a portion of a Stock Option, shall become exercisable, and the time when a Stock Option, or a portion of a Stock Option, shall expire. Such time or times shall be set forth in the Option Agreement evidencing such Stock Option. A Stock Option shall expire, to the extent not exercised, no later than five years after the date on which it was granted. The Committee may accelerate the vesting of any Participant's Stock Option by giving written notice to the Participant. Upon receipt of such notice, the Participant and the Company shall amend the Option Agreement to reflect the new vesting schedule. The acceleration of the exercise period of a Stock Option shall not affect the expiration date of that Stock Option.

B. SIX-MONTH HOLDING PERIOD. The shares of Common Stock issued upon the exercise of a Stock Option may not be sold or otherwise disposed of within six months after the date of the grant of the Stock Option.

C. EXCHANGE OF OUTSTANDING STOCK. The Committee, in its sole discretion, may permit a Participant to surrender to the Company shares of Common Stock previously acquired by the Participant as part or full payment for the

exercise of a Stock Option. Such surrendered shares shall be valued at their Fair Market Value on the date of exercise.

D. USE OF PROMISSORY NOTE. The Committee may, in its sole discretion, impose terms and conditions, including conditions relating to the manner and timing of payments, on the exercise of Stock Options. Such terms and conditions may include, but are not limited to, permitting a Participant to deliver to the Company his promissory note as full or partial payment for the exercise of a Stock Option.

E. STOCK RESTRICTION AGREEMENT. The Committee may provide that shares of Common Stock issuable upon the exercise of a Stock Option shall, under certain conditions, be subject to restrictions whereby the Company has a right of first refusal with respect to such shares or a right or obligation to repurchase all or a portion of such shares, which restrictions may survive a Participant's term as a director of the Company. The acceleration of time or times at which a Stock Option becomes exercisable may be conditioned upon the Participant's agreement to such restrictions.

F. TERMINATION OF DIRECTOR STATUS BEFORE EXERCISE. If a Participant's term as a director of the Company shall terminate for any reason other than the Participant's disability, any Stock Option then held by the Participant, to the extent then exercisable under the applicable Option Agreement(s), shall remain exercisable after the termination of his director status for a period of three months (but in no event beyond five years from the date of grant of the Stock Option). If the Participant's director status is terminated because the Participant is disabled within the meaning of Section 22(e)(3) of the Code, any Stock Option then held by the Participant, to the extent then exercisable under the applicable Option Agreement(s), shall remain exercisable after the termination of his employment for a period of twelve months (but in no event beyond five years from the date of grant of the Stock Option). If the Stock Option is not exercised during the applicable period, it shall be deemed to have been forfeited and of no further force or effect.

G. DISPOSITION OF FORFEITED STOCK OPTIONS. Any shares of Common Stock subject to Stock Options forfeited by a Participant shall not thereafter be eligible for purchase by Participant but may be made subject to Stock Options granted to other Participants.

VIII. No Effect Upon Stockholder Rights

Nothing in this Plan shall interfere in any way with the right of the stockholders of the Company to remove the Participant from the Board pursuant to the Nevada General Corporation Law and the Company's Certificate of Incorporation and Bylaws.

IX. No Rights as a Stockholder

A Participant shall have no rights as a stockholder with respect to any shares of Common Stock subject to a Stock Option. Except as provided in
Section VI.B., no adjustment shall be made in the number of shares of Commons Stock issued to a Participant, or in any other rights of the Participant upon exercise of a Stock Option by reason of any dividend, distribution or other right granted to stockholders for which the record date is prior to the date of exercise of the Participant's Stock Option.

X. Assignability

No Stock Option granted under this Plan, nor any other rights acquired by a Participant under this Plan, shall be assignable or transferable by a Participant, other than by will or the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by the Code, Title I of the Employee Retirement Income Security Act ("ERISA"), or the rules thereunder. In the event of the Participant's death, the Stock Option may be exercised by the Personal Representative of the Participant's estate or, if no Personal Representative has been appointed, by the successor or successors in interest determined under the Participant's will or under the applicable laws of descent and distribution.

XI. Merger or Liquidation of the Company

If the Company or its stockholders enter into an agreement to dispose of all, or substantially all, of the assets or outstanding capital stock of the Company by means of a sale or liquidation, or a merger or reorganization in which the Company is not the surviving corporation, all Stock Options outstanding under the Plan as of the day before the consummation of such sale, liquidation, merger or reorganization, to the extent not exercised, shall for all purposes under this Plan become exercisable in full as of such date even though the dates of exercise established pursuant to Section VII.A. have not yet occurred, unless the Board shall have prescribed other terms and conditions to the exercise of the Stock Options, or otherwise modified the Stock Options.

XII. Amendment

The Board may, from time to time, alter, amend, suspend or discontinue the Plan, including where applicable, any modifications or amendments as it shall deem advisable in order to conform to any regulation or to any change in any law or regulation applicable thereto; provided, however, that no such action shall adversely affect the rights and obligations with respect to Stock Options at any time outstanding under the Plan; and provided further that no such action shall, without the approval for the stockholders of the Company, (i) materially increase the maximum number of shares of Common Stock that may be made subject to Stock Options (unless necessary to effect the adjustments required by Section
VI.B.), (ii) materially increase the benefits accruing to Participants under the Plan, or (iii) materially modify the requirements as to eligibility for participation in the Plan. Subject to the foregoing, the provisions of Article V of the Plan which set forth the number of shares of Common Stock for which Stock Options

shall be granted, the timing of Stock Option grants and the Stock Option exercise price shall not be amended more than once every six (6) months other than to comport with changes in the Code, ERISA, or the rules thereunder.

XIII. Registration of Optioned Shares

The Stock Options shall not be exercisable unless the purchase of such optioned shares is pursuant to an applicable effective registration statement under the Securities Act of 1933, as amended (the "Act"), or unless, in the opinion of counsel to the Company, the proposed purchase of such optioned shares would be exempt from the registration requirements of the Act and from the registration or qualification requirements of applicable state securities laws.

XIV. Brokerage Arrangements

The Committee, in its discretion, may enter into arrangements with one or more banks, brokers or other financial institutions to facilitate the disposition of share secured upon exercise of Stock Options including, without limitation, arrangements for the simultaneous exercise of Stock Options and sale of the shares acquired upon such exercise.

XV. Nonexclusivity of the Plan

Neither the adoption of the Plan by the Board nor the submission of the Plan to stockholders of the Company for approval shall be construed as creating any limitations on the power of authority of the Board to adopt such other or additional compensation arrangements of whatever nature as the Board may deem necessary or desirable or preclude or limit the continuation of any other plan, practice or arrangement for the payment of compensation or fringe benefits to Nonemployee Directors, which the Company now has lawfully put into effect.

XVI. Effective Date

This Plan was adopted by the Board of Directors and became effective on December 24, 1995 and was approved by Company's stockholders on May 6, 1996.

EXHIBIT 5.1

[LETTERHEAD]

June 5, 1996

EchoStar Communications Corporation
90 Inverness Circle East
Englewood, CO 80112

Re: Registration Statement on Form S-8 (the "Registration Statement")

Gentlemen:

I am Senior Vice President, Corporate Secretary and General Counsel of EchoStar Communications Corporation, a Nevada corporation formed in April 1995 (the "Company"), and have acted as such in connection with the authorization to issue up to 30,000 shares of the Company's Class A Common Stock, $0.01 par value (the "Common Shares") (subject to adjustment), upon the exercise of stock options awarded to nonemployee directors of the Company under the 1995 Nonemployee Director Stock Option Plan (the "Plan"). I have reviewed originals, or copies certified or otherwise identified to my satisfaction as copies of originals, of the various proceedings taken by the Company to effect such authorizations, and have examined such other agreements, instruments, documents and corporate records of the Company as I have deemed necessary or appropriate as a basis for the opinion hereinafter expressed.

Based upon the foregoing and having regard for such legal considerations as I deem relevant, I am of the opinion that the Common Shares of the Company issuable pursuant to the Plan have been duly authorized for issuance and will be legally issued, fully paid and non-assessable when issued as provided in the Plan.

I am admitted to practice only in the State of Colorado and do not purport to be an expert on the laws of any other jurisdiction other than the laws of the State of Colorado and Federal law.

I consent to the filing of this opinion as an exhibit to the Registration Statement relating to the Plan.

Very truly yours,

/s/ DAVID K. MOSKOWITZ

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

DKM:es

EXHIBIT 23.2

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our reports and to all references to our Firm included in or made a part of this registration statement.

ARTHUR ANDERSEN LLP

Denver, Colorado,
June 7, 1996.

EXHIBIT 24

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each director and officer whose signature appears below constitutes and appoints each of J. Allen Fears and David K. Moskowitz, as true and lawful attorneys-in-fact and agents, in any and all capacities to sign a Registration Statement on Form S-8 (and, if any, any and all amendments, including pre-effective and post-effective amendments thereto) in relation to an offering by EchoStar Communications Corporation (the "Corporation") of up to 30,000 shares of the Corporation's Class A Common Stock to the nonemployee directors of the Corporation pursuant to the 1995 Nonemployee Director Stock Option Plan of the Corporation, and to file the same with all exhibits thereto, and other documents in connection therewith with the Securities Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do all such other acts and execute all such other documents as he may deem necessary or desirable in connection with the foregoing, as fully as if the undersigned might or could do in person, hereby ratifying and confirming all that such attorneys-in-fact and agents may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Power of Attorney has been signed by the following persons in the capacities indicated as of June 5, 1996.

SIGNATURE	*TITLE*
/S/ CHARLES W. ERGEN *Charles W. Ergen*	*Chairman, Chief Executive Officer and President* *(Principal Executive Officer)*
/S/ STEVEN B. SCHAVER *Steven B. Schaver*	*Vice President and Chief Financial Officer (Principal Financial Officer)*
/S/ J. ALLEN FEARS *J. Allen Fears*	*Vice President, Treasurer and Controller* *(Principal Accounting Officer)*
/S/ R. SCOTT ZIMMER *R. Scott Zimmer*	*Director*
/S/ JAMES DEFRANCO *James DeFranco*	*Director*
/S/ RAYMOND L. FRIEDLOB *Raymond L. Friedlob*	*Director*
/S/ ALAN M. ANGELICH *Alan M. Angelich*	*Director*

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