

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

_____)	
In re:)	Chapter 11
PEGASUS SATELLITE TELEVISION INC., et al.,)	Case No. 04-20878
Debtors.)	(Jointly Administered)
_____)	

DECLARATION OF PROPOSED PROFESSIONAL AND DISCLOSURE STATEMENT

FOR THE DISTRICT OF COLUMBIA:

Peter Chatilovicz declares as follows:

1. I am a Partner of Seyfarth Shaw, LLP, ("Seyfarth Shaw"), which firm maintains offices at 815 Connecticut Avenue, N.W., Suite 500, Washington, DC 20006.
2. Neither I, Seyfarth Shaw, nor any partner, associate or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in-possession (the "Debtors")¹, their creditors, or any other party in interest, or their attorneys, except as set forth in this declaration.

Seyfarth Shaw, through me, and members of the firm, have represented and advised the Debtors as labor and employment counsel with respect to certain aspects of the Debtors' businesses.

The Debtors have requested, and Seyfarth Shaw has agreed, to continue to represent and advise the Debtors pursuant to section 327 of title 11 of the United States Code (the "Bankruptcy Code") with respect to such matters. Additionally, the Debtors have requested, and Seyfarth Shaw proposes, to render the following services to the Debtors:

Advice and consultation with respect to labor and employment matters which may arise in connection with Pegasus' operations and employees including matters which may arise under state and federal discrimination statutes, wage and hour matters, employment agreements, etc.

¹ The Debtors are: Argos Support Services Company, BT Satellite, Inc. Carr Rural TV, Inc., DBS Tele-Venture, Inc., Digital Television Services of Indiana, LLC, DTS Management, LLC, Golden Sky DBS, Inc., Golden Sky Holdings, Inc., Golden Sky Systems, Inc., Henry County MRTV, Inc., Pegasus Media & Communications, Inc., Pegasus Satellite Communications, Inc., Pegasus Satellite Development Corporation, Pegasus Satellite Television of Illinois, Inc., Pegasus Satellite Television, Inc., Primewatch, Inc., PST Holdings, Inc., and South Plains DBS, LP.

Seyfarth Shaw's current customary hourly rates, subject to change from time to time, are between \$200 and \$450 per hour. In the normal course of business, Seyfarth Shaw revises its regular hourly rates on January of each year and requests that, effective January of each year, the aforementioned rates be revised to the regular hourly rates which will be in effect at that time.

In connection with these cases, Seyfarth Shaw has rendered services that have not yet been billed or that have been billed but with respect to which payment has not been received. The value of such services does not exceed \$2,000.

Except as set forth herein, no promises have been received by Seyfarth Shaw or any partner, auditor or other member thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

Seyfarth Shaw has no agreement with any entity to share with such entity any compensation received by Seyfarth Shaw.

Seyfarth Shaw and its partners, auditors and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to the matters with respect to which Seyfarth Shaw is to be engaged by the Debtors. Seyfarth Shaw does not and will not hold an interest adverse to the estates in the matters with respect to which it to be engaged.

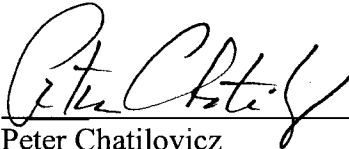
The foregoing constitutes the statement of Seyfarth Shaw pursuant to sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

Neither I, Seyfarth Shaw, nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors.

I shall amend this statement immediately upon my learning that (A) any of the within representations are incorrect or (B) there is any change of circumstance relating thereto.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of July, 2004.


Peter Chatilovicz

SEYFARTH SHAW LLP