

FORM OF LETTER OF CREDIT

Date: _____, 2004

Standby Letter of Credit No. _____

Bank of America, N.A. (“we”, “us” or the “Bank”) hereby issues this Standby Letter of Credit No. [_____] (this “Letter of Credit”) in the amount of EIGHT HUNDRED SEVENTY FIVE MILLION DOLLARS (\$875,000,000.00) in favor of Pegasus Satellite Television, Inc., a Delaware corporation (“you” or the “Beneficiary”), for the account of The DIRECTV Group, Inc. (the “Applicant”). This Letter of Credit is issued pursuant to Section 3.4 of that certain Asset Purchase Agreement, dated as of July 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the “Asset Purchase Agreement”), by and among the Beneficiary, Golden Sky Systems, Inc., each other entity listed as a “Seller” on the signature pages thereto, and DIRECTV, Inc. Capitalized terms used and not otherwise defined herein shall have the respective meanings given such terms in the Asset Purchase Agreement.

Subject to the provisions of this Letter of Credit, a demand for payment may be made by you by draft at sight drawn on the Bank at our office located at 333 S. Beaudry Avenue, 19th Floor, Los Angeles, California 90017, Attention: Standby Letter of Credit Dept. (or at such other branch or office in the United States of America which may be designated by us by written notice to you) bearing the clause “Drawn under Bank of America, N.A. Standby Letter of Credit No. _____” accompanied by the following:

1. a completed drawing certificate in the form of Annex A attached hereto (the “Drawing Certificate”), duly executed by (a) if the drawing is being made pursuant to Section 3.4(b) of the Asset Purchase Agreement, the Beneficiary and agreed to by the Applicant, (b) if the drawing is being made pursuant to Section 3.4(c) of the Asset Purchase Agreement, the Beneficiary, (c) if the drawing is being made pursuant to Section 3.4(d) of the Asset Purchase Agreement, the Beneficiary, and (d) if the drawing is being made pursuant to Section 3.4(e) of the Asset Purchase Agreement, the Beneficiary;
2. if the drawing is being made pursuant to Sections 3.4(b), 3.4(c) or 3.4(d) of the Asset Purchase Agreement, a completed Net Purchase Price Calculation Worksheet in the form of Annex B attached hereto (a “Net Purchase Price Calculation Worksheet”), duly executed by the Beneficiary; and
3. this original Letter of Credit.

A single demand for payment may be made by you under this Letter of Credit.

This Letter of Credit shall expire on the earliest of any of the following (the “Termination Date”): (i) at 5:00 P.M. (New York City time) on November 1, 2004 (the “Stated Termination Date”); provided, that, in the event the Bank refuses to honor a draw request

due to a non-conforming demand for payment made by the Beneficiary on the Stated Termination Date, the Termination Date shall be extended until 5:00 P.M. (New York City time) on the first full Banking Day after receipt by the Beneficiary of written notice from the Bank that the purported demand was not effected in accordance with the terms and conditions of this Letter of Credit, (ii) on the date on which the Bank has received a Termination Certificate in the form of Annex C attached hereto (the "Termination Certificate") executed by either (a) the Applicant and agreed to by the Beneficiary or (b) the Applicant with a written statement by the Applicant that the Bankruptcy Court has authorized the termination of this Letter of Credit, (iii) on the date on which payment of any drawing is actually made to the Beneficiary hereunder and (iv) the date this Letter of Credit is surrendered to us for cancellation.

This Letter of Credit is not transferable. This Letter of Credit may not be amended, changed or modified without the express written consent of the Applicant and the Beneficiary. A draft presented for payment against this Letter of Credit and the accompanying Drawing Certificate and Net Purchase Price Calculation Worksheet (if applicable) must be dated the date of its presentation to us, and may be presented only on a Banking Day. As used in this Letter of Credit, "Banking Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in New York, New York are authorized or required to close.

Payment under this Letter of Credit shall be made in accordance with the payment instructions set forth in the Drawing Certificate. If your demand for payment does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported demand was not effected in accordance with the terms and conditions of this Letter of Credit, and stating the reasons therefor; provided, however, that any failure to give such notice shall not affect the Bank's rights or liabilities hereunder. Upon being notified that the purported demand for payment was not effectuated in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment at any time prior to the Termination Date to the extent you are entitled to do so.

This Letter of Credit sets forth in full the terms of the Bank's undertaking and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to or to which this Letter of Credit relates.

We hereby engage with the Beneficiary that all drafts drawn under and in conformity with the terms of this Letter of Credit will be duly honored on presentation at our office on or before the Termination Date.

All notices and other communications under this Letter of Credit (other than a demand for payment) shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt by the Applicant, the Beneficiary or the Bank, as applicable, or any other person at such address), (b) when sent by facsimile (with confirmation of transmission) or (c) one Banking Day following the day sent by

overnight courier (with written confirmation of receipt by the Applicant, the Beneficiary or the Bank, as applicable, or any other person at such address), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other parties pursuant to this provision):

If to the Applicant, to:

The DIRECTV Group, Inc.
2250 East Imperial Highway
El Segundo, California 90245
Facsimile: (310) 964-0838
Attention: Larry D. Hunter
Executive Vice President, General Counsel and Secretary

With a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Facsimile: (212) 310-8007
Attention: Frederick Green, Esq.
Michael Lubowitz, Esq.

If to the Beneficiary, to:

Pegasus Satellite Television, Inc.
225 City Line Avenue
Bala Cynwyd, Pennsylvania 19004
Facsimile: (610) 934-7072
Attention: Scott Blank
Senior Vice President and General Counsel

With a copy to:

Sidley Austin Brown & Wood LLP
1501 K Street, N.W.
Washington, D.C. 20005
Facsimile: (202) 736-8711
Attention: Thomas H. Yancey

If to the Bank, to:

Bank of America, N.A.
333 S. Beaudry Avenue, 19th Floor
Los Angeles, California 90017
Facsimile: (213) 345-6694
Attention: Standby Letter of Credit Dept.

A copy of notice to any of the Applicant, the Beneficiary or the Bank shall also be given to:

Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Avenue, N. W.
Washington, D.C. 20036
Facsimile: (202) 887-4288
Attention: Russell W. Parks Jr., Esq.

And to:

Akin Gump Strauss Hauer & Feld LLP
590 Madison Avenue
New York, New York 10022
Facsimile: (212) 872-1002
Attention: David H. Botter, Esq.

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This Letter of Credit is subject to International Standby Practices (ISP98). This Letter of Credit shall be deemed to be made under the laws of the State of New York, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the International Standby Practices (ISP98), be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction.

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

ANNEX A

DRAWING CERTIFICATE

Bank of America, N.A.
333 S. Beaudry Avenue, 19th Floor
Los Angeles, California 90017

Attention: Standby Letter of Credit Dept.

Ladies and Gentlemen:

Reference is made to your Standby Letter of Credit No. _____ (the "Letter of Credit"). Capitalized terms used and not otherwise defined herein shall have the respective meanings given such terms in the Letter of Credit.

The undersigned, a duly authorized officer of Pegasus Satellite Television, Inc. (the "Beneficiary"), as the beneficiary of the Letter of Credit, hereby certifies to you that:

1. The Beneficiary is making a drawing under the Letter of Credit based upon the following (check one):
 - (a) _____ Pursuant to Section 3.4(b) of the Asset Purchase Agreement, at the Closing to satisfy the payment of the Net Purchase Price, and the Applicant has agreed to such drawing as evidenced by its signature below.
 - (b) _____ Pursuant to Section 3.4(c) of the Asset Purchase Agreement, all conditions set forth in Sections 10.1, 10.2 and 10.3 of the Asset Purchase Agreement, other than those in Section 10.3(d) of the Asset Purchase Agreement, have been or are capable of being immediately satisfied (or have been waived by the party entitled to waive such conditions), and the Bankruptcy Court has determined in an Order that the failure of the condition in Section 10.3(d) of the Asset Purchase Agreement is solely a result of Purchaser's breach of its agreements and obligations in Section 8.3 of the Asset Purchase Agreement.
 - (c) _____ Pursuant to Section 3.4(d) of the Asset Purchase Agreement, all conditions set forth in Sections 10.1, 10.2 and 10.3 of the Asset Purchase Agreement have been or are capable of being immediately satisfied (or have been waived by the party entitled to waive such conditions) as determined by an Order of the Bankruptcy Court, and Purchaser has failed to deliver the Net Purchase Price.

(d) _____ Pursuant to Section 3.4(e) of the Asset Purchase Agreement, the Beneficiary elects to draw the Letter of Credit on the Business Day immediately preceding the Stated Termination Date as (i) the Closing has not taken place and Purchaser has not extended the term of the Letter of Credit prior to the Business Day immediately preceding the Stated Termination Date, (ii) Purchaser has not replaced the Letter of Credit with a substitute letter of credit issued and delivered to the Beneficiary to be held for the account of the Beneficiary pursuant to Section 3.4(e)(i) of the Asset Purchase Agreement and (iii) the Beneficiary has arranged for the proceeds of the drawing to be held in trust for the benefit of the Beneficiary pursuant to Section 3.4(e)(ii) of the Asset Purchase Agreement.

2. If the drawing is being made pursuant to Sections 3.4(b), 3.4(c) or 3.4(d) of the Asset Purchase Agreement, the amount of the drawing is \$ _____, which amount is equal to the Net Purchase Price (as determined pursuant to the completed and executed Net Purchase Price Calculation Worksheet delivered concurrently with this Drawing Certificate), and if the drawing is being made pursuant to Section 3.4(e) of the Asset Purchase Agreement, the amount of the drawing is \$875,000,000.

3. If the drawing is being made pursuant to Sections 3.4(c) or 3.4(d) of the Asset Purchase Agreement, a copy of the applicable Order of the Bankruptcy Court is attached hereto.

4. Attached hereto is the original Letter of Credit.

Please make payment of the amount demanded hereunder by wire transfer of immediately available funds to the following account of the undersigned maintained with the bank named below:

Name of Bank: _____
Account Name: _____
Account No.: _____
ABA No.: _____
Reference: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered
this Drawing Certificate as of this ___ day of _____, 2004.

PEGASUS SATELLITE TELEVISION,
INC.

By: _____
Name:
Title:

As to Paragraph 1(a) only, if checked,

AGREED TO BY:

THE DIRECTV GROUP, INC.

By: _____
Name:
Title:

ANNEX B

NET PURCHASE PRICE CALCULATION WORKSHEET

Bank of America, N.A.
333 S. Beaudry Avenue, 19th Floor
Los Angeles, California 90017

Attention: Standby Letter of Credit Dept.

Ladies and Gentlemen:

Reference is made to your Standby Letter of Credit No. _____ (the "Letter of Credit"). Capitalized terms used and not otherwise defined herein shall have the respective meanings given such terms in the Letter of Credit.

The undersigned, a duly authorized officer of Pegasus Satellite Television, Inc. (the "Beneficiary"), hereby certifies to you that the Net Purchase Price has been calculated in accordance with Sections 3.1, 3.2, 3.3 and 4.3(d) of the Asset Purchase Agreement as follows:

	<u>Amount</u>
Purchase Price	\$937,719,121 _____
<i>minus</i> , Seamless Judgment	\$62,719,121 _____
<i>plus</i> , Aggregate Patronage Amount	\$ _____
<i>plus</i> , Cooperation Agreement Obligations Amount	\$ _____
<i>minus</i> , Estimated Net Services Obligation Amount	\$ _____
<i>minus</i> , Estimated Cash Flow Adjustment Amount	\$ _____
<i>plus</i> , Closing Date Adjustment Amount	\$ _____
<i>plus</i> (or <i>minus</i>), Preliminary Net Working Capital Amount	\$ _____
<i>plus</i> , NRTC Patronage Certificate Face Amount	\$ _____
Net Purchase Price	\$ _____

IN WITNESS WHEREOF, the Beneficiary has executed and delivered
this Net Purchase Price Calculation Worksheet as of this ___ day of _____, 2004.

PEGASUS SATELLITE TELEVISION,
INC.

By: _____

Name:

Title:

ANNEX C

TERMINATION CERTIFICATE

Bank of America, N.A.
333 S. Beaudry Avenue, 19th Floor
Los Angeles, California 90017

Attention: Standby Letter of Credit Dept.

Ladies and Gentlemen:

Reference is made to your Standby Letter of Credit No. _____ (the "Letter of Credit"). Capitalized terms used and not otherwise defined herein shall have the respective meanings given such terms in the Letter of Credit.

The undersigned, a duly authorized officer of The DIRECTV Group, Inc. (the "Applicant"), hereby certifies to you that:

1. The Asset Purchase Agreement has been terminated in accordance with the terms thereof, and the Letter of Credit is terminated, and the Beneficiary has agreed to such terminations as evidenced by its signature below; or

2. If this Termination Certificate has not been agreed to by the Beneficiary below, the Bankruptcy Court has authorized the termination of the Letter of Credit, and a copy of the applicable Order of the Bankruptcy Court authorizing such termination is attached hereto.

IN WITNESS WHEREOF, the Applicant has executed and delivered this Termination Certificate as of this ___ day of _____, 2004.

THE DIRECTV GROUP, INC.

By: _____
Name:
Title:

As to Paragraph 1 only,

AGREED TO BY:

PEGASUS SATELLITE TELEVISION, INC.

By: _____
Name:
Title:

FORM OF

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale and Assignment") is made and delivered this ___ day of _____, 2004, by Pegasus Satellite Television, Inc., a Delaware corporation, Golden Sky Systems, Inc., a Delaware corporation, the other entities listed as a Seller on the signature pages to the Purchase Agreement (as defined below), (each, a "Seller" and, together, the "Sellers"), for the benefit of DIRECTV, Inc., a California corporation (the "Purchaser"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, the Sellers have entered into that certain Asset Purchase Agreement, dated as of July 30, 2004 (the "Purchase Agreement"), by and among the Sellers and the Purchaser, which provides, among other things, for the conveyance by Sellers to the Purchaser of the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities in accordance with the terms and conditions set forth in the Purchase Agreement.

WHEREAS, the Bankruptcy Court entered the Approval Order on _____, 2004.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement:

1. Each Seller does hereby sell, transfer, assign, convey and deliver to Purchaser, free and clear of all Liens, other than the Permitted Exceptions and the Assumed Liabilities, all of such Sellers' right, title and interest in, to and under the Purchased Assets, **TO HAVE AND TO HOLD** such Purchased Assets with all appurtenances thereto, for the Purchaser's use forever.

2. The Purchaser hereby purchases, acquires and accepts the sale, transfer, assignment, conveyance and delivery of, the Purchased Assets by Sellers, free and clear of all Liens, other than the Permitted Exceptions and the Assumed Liabilities.

3. This Bill of Sale and Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. This Bill of Sale and Assignment is executed and delivered pursuant to the Purchase Agreement. Nothing in this Bill of Sale and Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. No representations and warranties whatsoever,

other than the express representations and warranties set forth in the Purchase Agreement, are made by Sellers with respect to the Purchased Assets.

5. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any Person other than the Purchaser and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Purchaser and its successors and assigns.

6. This Bill of Sale and Assignment may not be amended, supplemented or modified except by an instrument in writing signed by each of the parties hereto.

7. This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, irrespective of and without regard for its conflicts of law principles, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

8. This Bill of Sale and Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

[Signatures follow]

ARGOS SUPPORT SERVICES
COMPANY

By: _____
Name:
Title:

CARR RURAL TV, INC.

By: _____
Name:
Title:

DBS TELE-VENTURE, INC.

By: _____
Name:
Title:

DIGITAL TELEVISION SERVICES OF
INDIANA, LLC,

By: _____
Name:
Title:

DTS MANAGEMENT, LLC,

By: _____
Name:
Title:

HENRY COUNTY MRTV, INC.

By: _____
Name:
Title:

PRIMEWATCH, INC.

By: _____
Name:
Title:

PST HOLDINGS, INC.

By: _____
Name:
Title:

SOUTH PLAINS DBS LP

By: Golden Sky Systems, Inc., its general partner

By: _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED
as of the date first written above

DIRECTV, INC.

By: _____

Name:

Title:

[Location]

FORM OF

**PURCHASED FACILITY LEASE
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS PURCHASED FACILITY LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of this ___ day of _____, 2004, by and between _____, a _____ corporation ("Assignor"), and DIRECTV, Inc., a California corporation ("Assignee").

WHEREAS, Assignor leases certain premises located at _____, as more particularly described on Exhibit A attached hereto, pursuant to a certain lease dated _____ between _____, as landlord, and Assignor, as lessee, as such document may have been amended, modified, supplemented or restated by the instruments set forth, along with said lease, on Exhibit B attached hereto (collectively, the "Lease");

WHEREAS, any notice of lease, memorandum of lease or short form of lease (together with any modifications of such items) that may have been entered into and/or recorded with respect to the Lease (collectively, the "Notice") is listed on Exhibit C attached hereto;

WHEREAS, Assignor and certain affiliates of Assignor (collectively, the "Sellers") entered into an Asset Purchase Agreement dated as of July 30, 2004 (the "Purchase Agreement") relating to the sale and transfer of certain assets by the Sellers to Assignee, including an assignment and assumption of the Lease; and

WHEREAS, pursuant to an order entered by the United States Bankruptcy Court for the District of Maine on _____, 2004 (the "Bankruptcy Court") in case number _____ (the "Order"), the Bankruptcy Court approved the sale and transfer of the assets of the Sellers to Assignor, including an assumption of the Lease by Assignor and the assignment of the same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest as lessee in the Lease.
2. Subject to the limitations on the liabilities and obligations to be assumed as set forth in Section 2.3(a) of the Purchase Agreement and the Order, Assignee hereby accepts such assignment and transfer and agrees, subject to such limitations, to assume

and to perform and discharge all obligations and liabilities of Assignor under the Lease arising from and after the date hereof.

3. Assignor agrees to execute and deliver such additional Notices or duplicate assignments, in each case in recordable form, as may from time to time be requested by Assignee to provide adequate notice of this Assignment in the applicable real estate records.

4. This instrument may be executed by facsimile and/or in any one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument.

5. This Assignment shall be binding upon, and shall inure to benefit of, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

[_____],
a [_____] corporation

By: _____
Name:
Title:

Commonwealth/State of _____ }
County of _____ } ss. _____, 2004

Then personally appeared before me the above-named _____, the _____ of _____, and _____ acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation, before me

Notary Public
My commission expires: _____

ASSIGNEE:

DIRECTV, Inc.,
a California corporation

By: _____
Name:
Title:

Commonwealth/State of _____ }
County of _____ } ss. _____, 2004

Then personally appeared before me the above-named _____, the
_____ of _____, and
acknowledged the foregoing instrument to be his/her free act and deed and the free act
and deed of said corporation, before me

Notary Public
My commission expires: _____

EXHIBIT A

LEGAL OR OTHER DESCRIPTION OF THE PREMISES

EXHIBIT B

THE LEASE

EXHIBIT C

NOTICE OF LEASE INFORMATION

FORM OF SELLERS'

Officer's Certificate

The undersigned, an authorized officer of the applicable Seller, pursuant to Section 4.2(c) of the Asset Purchase Agreement, dated as of July 30, 2004 (the "Purchase Agreement"), by and among Pegasus Satellite Television, Inc., Golden Sky Systems, Inc., each other entity listed as a Seller on the signature pages thereto and DIRECTV, Inc., a California Corporation, on behalf of the applicable Seller, does hereby certify as follows (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement):

1. The representations and warranties set forth in Article V of the Purchase Agreement (without giving effect to any qualifications or limitations as to materiality or material adverse effect set forth therein) are true and correct as of the date hereof as though made at and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date, and except further to the extent that the facts or matters as to which such representations and warranties are not so true and correct as of such dates, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; except, however, that the representation and warranty contained in the last sentence of Section 5.4(a) of the Purchase Agreement so far as such representation and warranty relates only to the Subscriber List, is true and correct in all respects, as of the date hereof as though made at and as of the date hereof.

2. Each Seller has performed and complied with all obligations and agreements required in the Purchase Agreement to be performed or complied with by it prior to the date hereof, except where the failure to have so performed or complied would not reasonably be expected to have a Material Adverse Effect.

IN WITNESS WHEREOF, the undersigned has signed his name this ___ day of _____, 2004.

PEGASUS SATELLITE TELEVISION,
INC.

By: _____
Name:
Title:

PEGASUS SATELLITE TELEVISION OF
ILLINOIS, INC.

By: _____

Name:

Title:

GOLDEN SKY SYSTEMS, INC.

By: _____

Name:

Title:

GOLDEN SKY DBS, INC.

By: _____

Name:

Title:

GOLDEN SKY HOLDINGS, INC.

By: _____

Name:

Title:

ARGOS SUPPORT SERVICES
COMPANY

By: _____

Name:

Title:

CARR RURAL TV, INC.

By: _____
Name:
Title:

DBS TELE-VENTURE, INC.

By: _____
Name:
Title:

DIGITAL TELEVISION SERVICES OF
INDIANA, LLC,

By: _____
Name:
Title:

DTS MANAGEMENT, LLC,

By: _____
Name:
Title:

HENRY COUNTY MRTV, INC.

By: _____
Name:
Title:

PRIMEWATCH, INC.

By: _____
Name:
Title:

PST HOLDINGS, INC.

By: _____
Name:
Title:

SOUTH PLAINS DBS LP

By: Golden Sky Systems, Inc., its general partner

By: _____
Name:
Title:

FORM OF PURCHASER'S

Officer's Certificate

The undersigned, _____, _____ of DIRECTV, Inc., a California corporation (the "Company"), pursuant to Section 4.3(c) of the Asset Purchase Agreement, dated as of July 30, 2004 (the "Purchase Agreement"), by and among Pegasus Satellite Television, Inc., Golden Sky Systems, Inc., each other entity listed as a Seller on the signature pages thereto and the Company, on behalf of the Company, does hereby certify as follows (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement):

1. The representations and warranties set forth in Article VI of the Purchase Agreement (without giving effect to any qualifications or limitations as to materiality or material adverse effect set forth therein) are true and correct, as of the date hereof as though made at and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date, and except further to the extent that the facts or matters as to which such representations and warranties are not so true and correct as of such dates, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on the ability of the Company to consummate the transactions contemplated by the Purchase Agreement.

2. The Company has performed and complied with all obligations and agreements required in the Purchase Agreement to be performed or complied with by it prior to the date hereof, except where the failure to have so performed or complied would not reasonably be expected to have a material adverse effect on the ability of the Company to consummate the transactions contemplated by the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has signed his name this ___ day of _____, 2004.

By: _____
Name:
Title: