

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:

Exhibit C: Cooperation Agreement

COOPERATION AGREEMENT

BY AND AMONG

PEGASUS SATELLITE TELEVISION, INC.

on its own behalf and on behalf of its direct and indirect
subsidiaries that are Sellers under the Asset Purchase Agreement

AND

DIRECTV, INC.

Dated as of July 30, 2004

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Schedule

1.1	Customer Conversion Reimbursement
2.1(a)	Working Teams

COOPERATION AGREEMENT

COOPERATION AGREEMENT, dated as of July 30, 2004, by and among Pegasus Satellite Television, Inc. ("PST") (on its own behalf and on behalf of its direct and indirect subsidiaries that are Sellers under the Asset Purchase Agreement (as defined below) (collectively with PST, "Pegasus")), and DIRECTV, Inc., a California corporation ("DIRECTV").

WITNESSETH:

WHEREAS, Pegasus and certain of its Affiliates, each commenced a case (collectively, the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), on June 2, 2004 by filing respective voluntary petitions with the United States Bankruptcy Court for the District of Maine (the "Bankruptcy Court");

WHEREAS, PST, Golden Sky Systems, Inc., other Affiliates of Pegasus and DIRECTV have entered into an Asset Purchase Agreement, dated as of the date hereof, as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof (the "Asset Purchase Agreement") and Pegasus Satellite Communications, Inc., DIRECTV and certain other parties have entered into the Settlement Agreement;

WHEREAS, the Asset Purchase Agreement, this Agreement and the Settlement Agreement are integral, interdependent parts of an overall settlement of the matters referred to in the Settlement Agreement; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1.

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

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Actions" shall have the meaning set forth in the Settlement Agreement.

"Active Subscriber" shall have the meaning set forth in the Asset Purchase Agreement.

"ADS Facility" shall have the meaning set forth in Section 2.3(a).

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means this Cooperation Agreement, by and between PST and DIRECTV (as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions hereof).

“Approval Motion” shall have the meaning set forth in the Asset Purchase Agreement.

“Asset Purchase Agreement” shall have the meaning set forth in the Recitals hereto.

“Bankruptcy Code” shall have the meaning set forth in the Recitals hereto.

“Bankruptcy Court” shall have the meaning set forth in the Recitals hereto.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

“Chapter 11 Case” shall have the meaning set forth in the Recitals hereto.

“Closing” shall have the meaning set forth in the Asset Purchase Agreement.

“Closing Date” shall have the meaning set forth in the Asset Purchase Agreement.

“Contact Persons” shall have the meaning set forth in Section 2.1(b).

“Covered Transaction” shall have the meaning set forth in the Asset Purchase Agreement.

“Creditors’ Committee” means the statutory committee of unsecured creditors duly appointed in the Chapter 11 Case.

“Customer” means the customers of Pegasus for DIRECTV® services and related services and products.

“Customer Conversion Reimbursement Amount” means an aggregate amount equal to the product of (i) the Excess Migration Amount, (ii) \$0.77, and (iii) the number of days between the date of conversion and the Reference Date calculated for each date from the date hereof (not including the date hereof) until the Reference Date; provided, however, that in no event shall Sellers’ owe DIRECTV any money under this calculation. An illustrative calculation is set forth on Schedule 1.1.

“Customer Transfer” shall have the meaning set forth in Section 2.2(b).

“DIRECTV” shall have the meaning set forth in the Preamble hereto.

“Dispute Statement” shall have the meaning set forth in Section 6.5.

“Excess Migration Amount” means the amount obtained by subtracting (i) twelve hundred fifty (1,250) from (ii) the number of Active Subscribers, who are Qualified Subscribers as of the date hereof, that terminate existing accounts with Pegasus and activate new accounts with DIRECTV on a given date between the date hereof (not including the date hereof) and the Reference Date, such amount to be determined on a daily basis. For any given day, such amount may be positive, negative or zero.

“Existing Migration Process” shall have the meaning set forth in Section 2.7(a).

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“HSR Act” shall have the meaning set forth in the Asset Purchase Agreement.

“Implementation Date” means the first day following the later of (i) the granting of the Approval Order (as defined in the Asset Purchase Agreement) and (ii) the expiration or termination of the HSR Act waiting period without any governmental order enjoining the Closing.

“Incentive Fee” shall have the meaning set forth in Section 4.2.

“Member Agreements” means the NRTC/Member Agreements for Marketing and Distribution of DBS Services (as amended, including in 1994) between Pegasus and NRTC.

“Migration Plan” shall have the meaning set forth in Section 2.2(a).

“Migration Planning” shall have the meaning set forth in Section 2.2(a).

“Net Service Obligations” shall have the meaning set forth in the Asset Purchase Agreement.

“NRTC” means National Rural Telecommunications Cooperative, a District of Columbia non-profit cooperative corporation.

“Pegasus” shall have the meaning set forth in the Preamble hereto.

“Person” means any individual, corporation, cooperative, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“PST” shall have the meaning set forth in the Preamble hereto.

“Purchase Price” shall have the meaning set forth in the Asset Purchase Agreement.

“Qualified Subscriber” shall have the meaning set forth in the Asset Purchase Agreement.

“Referee” shall have the meaning set forth in the Asset Purchase Agreement.

“Reference Date” means the date which is the earlier of September 15, 2004 and the Closing Date.

“Seamless Agreement” means the Revised Seamless Consumer Program, dated as of October 3, 2001, as amended, among PST, Golden Sky Systems, Inc. and DIRECTV.

“Sellers” shall have the meaning set forth in the Asset Purchase Agreement.

“Settlement Agreement” shall have the meaning set forth in the Asset Purchase Agreement.

“Subscriber List” shall have the meaning set forth in the Asset Purchase Agreement.

“Transition Period” shall have the meaning set forth in Section 4.1.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988.

“Working Teams” shall have the meaning set forth in Section 2.1(a).

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise specified, for purposes of this Agreement, the following rules of interpretation shall apply:

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded unless otherwise expressly provided. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

Dollars. Any reference in this Agreement to “\$” shall mean U.S. dollars.

Schedules. The Schedules annexed hereto or referred to herein are hereby incorporated in and made an integral part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.