

RECEIVED AND FILED

2004 AUG 26 P 5:21

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE
U.S. BANKRUPTCY COURT
PORTLAND, MAINE

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

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363 AND 1146(c) AND
BANKRUPTCY RULE 9019 (I) APPROVING GLOBAL SETTLEMENT BY
AND AMONG THE DEBTORS AND DEBTORS IN POSSESSION, PEGASUS
COMMUNICATIONS CORPORATION AND OTHER NON-DEBTOR
AFFILIATES, DIRECTV, INC., THE DIRECTV GROUP, INC., NATIONAL
RURAL TELECOMMUNICATIONS COOPERATIVE, AND THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS, AND (II) AUTHORIZING AND
APPROVING IN CONNECTION THEREWITH A SALE, TRANSFER AND
CONVEYANCE OF CERTAIN ASSETS OF
THE DEBTORS TO DIRECTV, INC.**

This matter is before the Court upon the motion (the "Motion"), dated August 3, 2004, of Pegasus Satellite Television, Inc. ("PST") and certain of its subsidiaries and affiliates, each a debtor and debtor-in-possession herein (collectively, the "Debtors")¹ in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of an order pursuant to 11 U.S.C. §§ 105(a), 363 and 1146(c) and Fed. R. Bankr.

¹ The Debtors are: Argos Support Services Company, Bride Communications, Inc., B.T. 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., HMW, Inc., Pegasus Broadcast Associates, L.P., Pegasus Broadcast Television, Inc., Pegasus Broadcast Towers, Inc., Pegasus Media & Communications, Inc., Pegasus Satellite Communications, Inc., Pegasus Satellite Television of Illinois, Inc., Pegasus Satellite Television, Inc., Portland Broadcasting, Inc., Primewatch, Inc., PST Holdings, Inc., South Plains DBS, LP., Telecast of Florida, Inc., WDSI License Corp., WILF, Inc., WOLF License Corp., and WTLH License Corp.

P. 9019 authorizing and approving (a) the Global Settlement Agreement, dated as of July 30, 2004, by and among the Debtors, Pegasus Communications Corporation ("PCC") (on its own behalf and on behalf of its non-Debtor subsidiaries, the "Pegasus Non-Debtors"), DIRECTV, Inc. ("DIRECTV") (on its own behalf and on behalf of its direct and indirect subsidiaries), The DIRECTV Group, Inc. ("DTVG") (on its own behalf and on behalf of its direct and indirect subsidiaries, other than DIRECTV and its direct and indirect subsidiaries), National Rural Telecommunications Cooperative ("NRTC"), and the official committee of unsecured creditors appointed in the Chapter 11 Cases (the "Committee") and certain members of the Committee with respect to specified provisions thereof, a copy of which is attached hereto as Exhibit A (the "Settlement Agreement"); (b) the Asset Purchase Agreement, dated as of July 30, 2004, by and among certain of the Debtors and DIRECTV and (solely for purposes of Section 12.12 thereof), DTVG, a copy of which is attached hereto as Exhibit B (the "Asset Purchase Agreement")²; and (c) the Cooperation Agreement, dated as of July 30, 2004, by and among PST and certain other Debtors and DIRECTV, a copy of which is attached hereto as Exhibit C (the "Cooperation Agreement", and together with the Settlement Agreement and the Asset Purchase Agreement, collectively, the "Settlement")³; and the Court having reviewed and considered the Motion, the Settlement, and the arguments of counsel made, and the evidence proffered or adduced

² Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Asset Purchase Agreement.

³ The Debtors will also file a Motion to Assume and Assign Executory Contracts and Unexpired Leases pursuant to 11 U.S.C. §365 pursuant to which the Debtors will request authority to assume and assign to DIRECTV various leases and executory contracts as contemplated by the Asset Purchase Agreement.

at the hearing on the Motion held on August 25, 2004 (the "Hearing") and upon all the proceedings heretofore held in the Chapter 11 Cases; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:⁴

A. The Court has jurisdiction over the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (O). Venue of the Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are Sections 105(a), 363(b), (f), and (m), and 1146(c) of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Rules 2002, 6004, 9014 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the hearing on the Motion, (i) proper, timely, adequate and sufficient notice of the Motion and the Hearing has been provided in accordance with Sections 102(l) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9014 and 9019 and in substantial compliance with this Court's Order Establishing Case Management Procedures and Hearing Schedule, dated July 9, 2004

entered in the Chapter 11 Cases, (ii) such notice was good and sufficient, and appropriate under the circumstances of these cases, and (iii) no other or further notice of the Motion is or shall be required.

D. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the District of Maine; (ii) counsel to the Committee and all Committee members; (iii) administrative agents to the Debtors' prepetition credit facilities; (iv) counsel to the indenture trustees; (v) counsel to the prepetition senior secured lenders; (vi) counsel to the prepetition junior secured lenders; (vii) counsel to DIRECTV and DTVG; (viii) counsel to PCC; (ix) counsel to NRTC; (x) all entities who have filed a notice of appearance or request for service of papers pursuant to Fed. R. Bankr. P. 2002; (xi) all relevant taxing authorities, (xii) all persons and entities known to the Debtors as having or asserting any Liens against, and any interests in, any of the Purchased Assets; and (xiii) all creditors in these Chapter 11 Cases.

E. The Settlement represents a fair, prudent and reasonable compromise of the controversies resolved by the Settlement and is in the best interests of the Debtors, their estates and creditors taking into account, among other things, (a) the probability of success on the claims being released as part of the Settlement, (b) the complexity of the litigation involved with respect to the claims being released as part of the Settlement

⁴ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052, as made applicable herein by Fed. R. Bankr. P. 9014.

and (c) the paramount interest of the creditors and a proper deference to their views in respect of the Settlement.

F. The Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification, and (ii) compelling circumstances for entering into the Settlement prior to, and outside of, a plan of reorganization, and the Settlement pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019 is the best alternative for preserving the value of the Purchased Assets for the benefit of the Debtors, their respective estates and creditors.

G. The Settlement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arms' length bargaining positions. DIRECTV is not an "insider" or an "affiliate" as those terms are defined in Section 101 of the Bankruptcy Code.

H. DIRECTV has acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

I. The Settlement Agreement, the Asset Purchase Agreement and the Cooperation Agreement are mutually dependent agreements constituting a single integrated Settlement.

J. The transfer of the Purchased Assets to DIRECTV under the terms of the Asset Purchase Agreement is or will be a legal, valid, and effective transfer of the Purchased Assets, and will vest DIRECTV with good title to the Purchased Assets free and clear of all Liens and interests other than Permitted Exceptions .

K. The Debtors may transfer the Purchased Assets free and clear of all Liens and interests because (other than the Permitted Exceptions), in each case, one or more of the standards set forth in Section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted in all respects.
2. All objections, if any, to the Settlement, or any component thereof, that have not been withdrawn, waived, settled, or specifically addressed in this Order and all reservations of rights included in such objections, are hereby overruled on the merits.
3. The Debtors' entry into the Settlement Agreement, the Asset Purchase Agreement and the Cooperation Agreement is authorized and ratified pursuant to Sections 105, 363 and 1146(c) of the Bankruptcy Code and Bankruptcy Rule 9019, and the Debtors are hereby authorized, empowered and directed to enter into and perform, and consummate the transactions, under the Settlement Agreement, the Asset Purchase Agreement and the Cooperation Agreement. The terms of each of the Settlement Agreement, the Asset Purchase Agreement and the Cooperation Agreement are hereby approved in all respects.
4. The Debtors are authorized, empowered and directed to take any and all actions and execute any and all documents and instruments that are reasonably necessary or appropriate to implement and effectuate the Settlement.

5. The Debtors are authorized, empowered and directed to execute and deliver all additional instruments and documents that may be reasonably necessary or desirable to implement the Settlement Agreement, the Asset Purchase Agreement and the Cooperation Agreement, and to take all further actions as may be requested by DIRECTV for the purpose of assigning, transferring, granting, conveying and conferring to DIRECTV or reducing to possession, the Purchased Assets free and clear of all Liens and interests (other than Permitted Exceptions), or as may be necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement or the Cooperation Agreement.

6. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Assets shall be transferred to DIRECTV, and upon consummation and Closing shall be, free and clear of all Liens and interests (other than Permitted Exceptions); provided, however, that any Liens that do exist on, and any interests in, the Purchased Assets (other than the Permitted Exceptions) shall attach solely to the net Purchase Price in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, subject to any claims and defenses the Debtors or other parties in interest may possess with respect thereto.

7. The transfer of the Purchased Assets to the DIRECTV pursuant to the Asset Purchase Agreement constitutes a legal, valid, and effective transfer of the Purchased Assets, and vests or shall vest DIRECTV with good title and all right, title, and interest of the Debtors in and to the Purchased Assets free and clear of all Liens and interests (other than Permitted Exceptions).

8. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Settlement.

9. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to DIRECTV on the Closing Date other than subscribers of the Debtors that are renting DBS equipment in the ordinary course of the Debtors' Business involving the marketing and distribution of DIRECTV Services.

10. The Asset Purchase Agreement, the Settlement Agreement and the Cooperation Agreement, and the transactions contemplated thereby, are mutually dependent and constitute a single integrated Settlement. All such transactions are undertaken by DIRECTV in "good faith," as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, no reversal or modification on appeal of the authorization provided herein to consummate the transfer the Purchased Assets under the Asset Purchase Agreement, the settlements under the Settlement Agreement, and the transactions contemplated by the Cooperation Agreement, shall affect the validity of the transfer of the Purchased Assets to DIRECTV, said settlements or said transactions, unless such authorization is duly stayed pending such appeal. DIRECTV is a purchaser in good faith of the Purchased Assets, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

11. In furtherance of this Order, the Settlement Agreement, the Asset Purchase Agreement and the Cooperation Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court; provided such modification, amendment or supplement is not material.

12. No party to the Settlement is acquiring or assuming the liabilities of any other party except as expressly provided in the Settlement.

13. The transfer of the Purchased Assets pursuant to the Asset Purchase Agreement is a transfer pursuant to section 1146(c) of the Bankruptcy Code, and, accordingly, shall not be taxed under any law imposing a stamp tax or any other similar transfer tax. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Purchased Assets, all without imposition or payment of any stamp tax or similar transfer tax.

14. The Liens of the Objecting Texas Ad Valorem Tax Authorities (the "Objecting Tax Authorities") shall attach solely to the net Purchase Price with the same priority and validity as existed on the Purchased Assets prior to the Closing, subject to any claims or defenses of the Debtors or other parties in interest may possess with respect thereto. A segregated account in the amount of the asserted claims of the Objecting Tax Authorities (which amount shall be provided to the Debtors no later than 30 days after the Closing Date by the Objecting Tax Authorities) shall be established by

the Debtors as adequate protection in respect of the Objecting Tax Authorities asserted claims, and funds maintained in such account shall not be available for use by the Debtors or payment to any other creditor absent consent of the Objecting Tax Authorities, or upon order of the Court after notice to the Objecting Tax Authorities. In the event that any payments are made by DIRECTV in respect of the taxes asserted by the Objecting Tax Authorities following the Closing Date, the amount on deposit in such account shall be reduced by the amount of any such payments and released to the Debtors, and upon the payment in full or disallowance of the Objecting Tax Authorities asserted tax claims, either as allowed by the Court or as agreed to by the parties, any remaining amounts in the segregated account shall be released to the Debtors.

15. As provided by Bankruptcy Rule 6004(g), and notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry. Time is of the essence in closing the transactions pursuant to the Settlement, and the parties are permitted to consummate the transactions contemplated by the Settlement immediately upon entry of this Order.

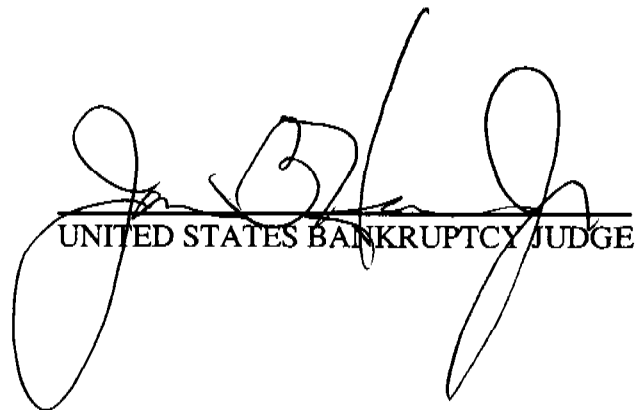
16. This Court retains jurisdiction to interpret, enforce and implement the Settlement, including the Settlement Agreement, the Asset Purchase Agreement and the Cooperation Agreement and all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to resolve any disputes, controversy or claims arising under or related to the Settlement, and interpret, implement, and enforce the provisions of this Order.

17. Nothing contained in any plan of reorganization or liquidation confirmed in these cases or any order of this Court confirming such plan shall conflict with or derogate from the provisions of the Settlement Agreement, the Asset Purchase Agreement, the Cooperation Agreement or the terms of this Order. The Settlement and the transactions contemplated thereby shall be specifically performable and enforceable against and binding upon, and not subject to rejection or avoidance by, or on behalf of the Sellers , their respective estates or any chapter 7 or chapter 11 trustee of any Seller.

18. The provisions of this Order are nonseverable and mutually dependent.

Portland, Maine

August ²⁴~~21~~, 2004



UNITED STATES BANKRUPTCY JUDGE

CERTIFICATE OF SERVICE

District/off: 0100-2
Case: 04-20878User: kscovill
Form ID: pdf901Page 1 of 4
Total Served: 93

Date Rcvd: Aug 27, 2004

The following entities were served by first class mail on Aug 29, 2004.

db Pegasus Satellite Television, Inc., 213 Felton Street, Marlborough, MA 01752
 aty +Abid Qureshi, Akin, Gump, Strauss, Hauer & Feld, LLP, 590 Madison Avenue,
 New York, NY 10022-8554
 aty +Akin Gump Strauss Hauer & Feld LLP, c/o Jacob A. Manheimer, Pierce Atwood, One Monument Square,
 Portland, ME 04101-1110
 aty +Alan Eric Gamza, Esq., Moses & Singer LLP, 1301 Avenue of the Americas,
 New York, NY 10019-6158
 aty +Alexander Simon, Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, NY 10153-0119
 aty +Andrew N. Rosenberg, Paul, Weiss, Rifkind, Wharton & Garrison, 1285 Avenue of the Americas,
 New York, NY 10019-6031
 aty +Barbara Ellis-Munro, Smith, Gambrell & Russell, LLP, 1230 Peachtree Street N.E., Suite 3100,
 Atlanta, GA 30309-3592
 aty Benjamin E. Marcus, Esq., Drummond Woodsum & MacMahon, 245 Commercial Street, P.O. Box 9781,
 Portland, ME 04104-5081
 aty +Bruce B. Hochman, Esq., Lambert Coffin, 477 Congress St., 14th Floor, P. O. Box 15215,
 Portland, ME 04112-5215
 aty +C. MacNeil Mitchell, Winston & Strawn, LLP, Attn: Denise Cunsolo, Legal Asst.,
 200 Park Avenue, New York, NY 10166-0005
 aty Craig W. Christensen, P.O. Box 130, Pocatello, ID 83204-0130
 aty +Daniel H. Golden, Akin, Gump, Strauss Hauer & Feld, LLP, 590 Madison Avenue,
 New York, NY 10022-8554
 aty Daniel M. Glosband, Goodwin Proctor, LLP, Exchange Place, Boston, MA 02109
 aty Daniel R. Felkel, Esq., Troubh, Heisler & Piampiano, PA, P.O. Box 9711,
 Portland, ME 04104-5011
 aty +David H. Botter, Akin, Gump Strauss Hauer & Feld, LLP, 590 Madison Avenue,
 New York, NY 10022-8554
 aty +David J. Gaier, Esq., McCarter & English, LLP, Mellon Bank Center, 1735 Market St., Suite 700,
 Philadelphia, PA 19103-7518
 aty +Debra SuDock, Kelley Drye & Warren LLP, 101 Park Avenue, New York, NY 10178-0062
 aty +Diane Meyers, Paul, Weiss, Rifkind, Wharton & Garrison,, 1285 Avenue of the Americas,
 New York, NY 10019-6031
 aty +Diane W. Sanders, Linebarger, Goggan, Blair & Sampso, LLP, 1949 South I.H. 35 (78741),
 P.O. Box 17428, Austin, TX 78760-7428
 aty +Edward J. Schultz, Jenkins & Jenkins Attorneys, PLLC, 800 South Gay Street, Suite 2121,
 Knoxville, TN 37929-9711
 aty +Edward S. Weisfelner, Brown, Rudnick, Berlack, Israels LLP, 120 West 45th Street,
 New York, NY 10036-4041
 aty +Ellen Moring, Esq., Sidley Austin Brown & Wood LLP, 787 Seventh Avenue,
 New York, NY 10019-6018
 aty +Eric D. Statman, Lovells, 900 Third Avenue, New York, NY 10022-4728
 aty +Eric K. Bradford, Esq., Office of the U.S. Trustee, 10 Causeway Street, Room 1184,
 Boston, MA 02222-1047
 aty +F. Bruce Sleeper, Esq., Jensen, Baird, Gardner & Henry, P.O. Box 4510, Portland, ME 04112-4510
 aty Fred W. Bopp, III,, Esq., Perkins, Thompson, Hinckley & Keddy, One Canal Plaza, P O Box 426,
 Portland, ME 04112-0426
 aty +Gayle H. Allen, Esq., Verrill & Dana, One Portland Square, Portland, ME 04101-4054
 aty George J. Marcus, Esq., Marcus, Clegg & Mistretta, PA, 100 Middle St., East Tower,
 Portland, ME 04101-4102
 aty +Gerald Huffaker, Huffaker, Green & Huffaker, P.O. Box 419, Tahoka, TX 79373-0419
 aty +Guy S. Neal, Esq., Sidney Austin Brown & Wood LLP, 1501 K Street, N.W.,
 Washington, DC 20005-1401
 aty +Jacob A. Manheimer, Esq., Pierce Atwood, One Monument Square, Portland, ME 04101-1110
 aty +Jacob Manheimer, Esq., Pierce Atwood, One Monument Square, Portland, ME 04101-1110
 aty +Jay S. Geller, One Monument Way, Suite 200, Portland, ME 04101-4078
 aty +Jeffrey L. Jonas, Esq., Brown, Rudnick, Freed & Gesmer, PC, One Financial Center,
 Boston, MA 02111-2600
 aty Jennifer H. Pincus, Esq., Perkins, Thompson Hinckley & Keddy, PA, P.O. Box 426,
 Portland, ME 04112-0426
 aty +Joan E. Pilver, Esq., Assistant Attorney General, 55 Elm Street, Fifth Floor,
 Hartford, CT 06106-1746
 aty +John G. Hutchinson, Sidley, Austin, Brown & Wood, LLP, 787 Seventh Avenue,
 New York, NY 10019-6018
 aty John L. Graham, King & Spalding
 aty John P. Dillman, Linebarger Goggan Blair & Sampson, LLP, P.O. Box 3064,
 Houston, TX 77253-3064
 aty John P. McVeigh, Esq., Preti, Flaherty, Beliveau & Pachios, LLC, One City Center,
 P.O. Box 9546, Portland, ME 04112-9546
 aty +John T. Vian, Smith, Gambrell & Russell, LLP, 1230 Peachtree Street N.E., Suite 3100,
 Atlanta, GA 30309-3592
 aty Kenneth E. Aaron, Weir & Partners LLP, 842 Market Street Mall, Suite 1001,
 Wilmington, DE 19801
 aty +Kim Y. Jefferson, Esq., Offic of the Attorney General, P.O. Box 20207, 425 5th Avenue North,
 Nashville, TN 37247-0001
 aty +Larry J. Nyhan, Esq., Sidley Austin Brown & Wood LLP, Bank One Plaza, 10 South Dearborn Street,
 Chicago, IL 60603-2003
 aty Leonard M. Gulino, Esq., Bernstein, Shur, Sawyer & Nelson, P.O. Box 9729,
 Portland, ME 04104-5029
 aty Lisa A. Chiapetta, Proskauer Rose LLP, 1585 Broadway, New York, NY 10036-8299
 aty +Lori E. Chasen, Paul, Weiss, Rifkind, Wharton & Garrison, 1285 Avenue of the Americas,
 New York, NY 10019-6031
 aty Macken Toussaint, Goodwin, Proctor LLP, Exchange Place, Boston, MA 02109
 aty +Mark E. Mazzei, 2000 Corporative Drive, Canonsburg, PA 15317-8564
 aty +Mark Somerstein, Kelley Drye & Warren LLP, 101 Park Avenue, New York, NY 10178-0062

aty +Michael E. Baumann, Kirkland & Ellis LLP, 777 South Figueroa Street,
Los Angeles, CA 90017-5800
aty +Michael L. Tuchin, Klee, Tuchin, Bogdanoff & Stern, LLP, Fox Plaza,
2121 Avenue of the Stars, 33rd Floor, Los Angeles, CA 90067-5061
aty +Michael Reed, McCreary, Veselka, Bragg, & Allen, PC, P.O. Box 26990, Austin, TX 78755-0990
aty +Nava Hazan, Esq., Akin Gump Strauss Hauer & Feld LLP, 590 Madison Avenue,
New York, NY 10022-8554
aty +Peter Michael Reed, McCreary, Veselka, Bragg & Allen PC, 5929 Balcones Dr., Ste.200,
Austin, TX 78731-4280
aty +Philip C. Dublin, Akin, Gump, Strauss, Hauer & Feld, LLP, 590 Madison Avenue,
New York, NY 10022-8554
aty +Pierce Atwood, Pierce Atwood, c/o Jacob A. Manheimer, One Monument Square,
Portland, ME 04101-1110
aty Randy J. Creswell, Perkins Thompson Hinckley & Keddy, P.A., One Canal Plaza, P.O. Box 426,
Portland, ME 04112-0426
aty +Richard F. Hahn, Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022-3916
aty +Richard F. Hahn, Esq., Debevoise & Plimpton, LLP, 919 Third Avenue, New York, NY 10022-3916
aty +Richard J. O'Brien, Esq., Linnell, Choate & Webber, LLP, 83 Pleasant Street, P.O. Box 190,
Auburn, ME 04210-5937
aty +Richard P. Krasnow, Weil, Gotshal & Mages, LLP, 767 Fifth Avenue, New York, NY 10153-0119
aty Robert J. Keach, Esq., Bernstein, Shur, Sawyer & Nelson, 100 Middle Street, 6th Floor,
P.O. Box 9729, Portland, ME 04104-5029
aty +Robert S. Brady, The Brandywine Building, 1000 West Street, 17th Floor, P.O. Box 391,
Wilmington, DE 19899-0391
aty +Roger A. Clement, Jr., Esq., Verrill & Dana, One Portland Square, P.O. Box 586, DTS,
Portland, ME 04112-0586
aty +Rosetta B. Packer, McCarter & English, LLP, Mellon Bank Center, 1735 Market Street, Suite 700,
Philadelphia, PA 19103-7518
aty +Stephen M. Baldini, Akin, Gump, Strauss, Hauer & Feld, LLP, 590 Madison Avenue,
New York, NY 10022-8554
aty Steven A. Ginther, Esq., Missouri Department of Revenue, P.O. Box 475,
Jefferson City, MO 65105-0475
aty +Wayne M. Smith, 4000 Warner Blvd., Bldg. 156, Room 5158, Burbank, CA 91522-0001
ust +Office of U.S. Trustee, 537 Congress Street, Room 302, Portland, ME 04101-3353
cr +Angelo, Gordon & Co., Attn: Leigh Walzer, 245 Park Avenue, 26th Floor,
New York, NY 10167-0094
intp Basil Marceaux, 810 Hyatte Road, Soddy Daisy, TN 37379-4020
cr +CRT Capital Group LLC, Attn: Nadav Braun, 262 Harbor Drive, Stamford, CT 06902-7438
cr +Cohanzlick Management, LLC, 427 Bedford Road, Suite 260, Pleasantville, NY 10570-3029
cr Daily Insights, Attn: Bill Angelowitz, JAF Box 3127, New York, NY 10116
cr Felton Street Associates Limited Partnership, Weir & Partners, Lambert Coffin, P.O. Box 15215,
Portland, ME 04112-5215
cr +Gabriel Capital, L.P., 450 Park Ave., Suite 3201, New York, NY 10022-2633
cr +IKON Financial Services, Bankruptcy Administration, IOS Capital LLC, 1738 Bass Road,
P.O. Box 13708, Macon, GA 31208-3708
cr +IKON Office Solutions, Inc., Recovery and Bankruptcy, 5400 Bowman Road, Macon, GA 31210-8879
cr J.P. Morgan Trust Company, N.A., Attn: James R. Lewis, Esq., VP, 4 New York Plaza, 15th Floor,
New York, NY 10004-2413
cr +Madison Capital Management, Attn: Craig Klein, 6143 South Willow Drive, Suite 200,
Greenwood Village, CO 80111-5123
cr Manatee County Tax Collector, Attn: Ken Burton, Jr., P.O. Box 25300,
Bradenton, FL 34206-5300
cr +Missouri Department of Revenue, Steven A. Ginther, 301 W. High Street, PO Box 475,
Jefferson City, MO 65105-0475
cr +National Rural Telecommunications Cooperative, 2121 Cooperative Way, Herndon, VA 20171-4543
cr +Nucentrix Broadband Networks, Inc., Attn: J. Curtis Henderson, Sr. VP and General Counsel,
17440 North Dallas Parkway, Suite 230, Dallas, TX 75287-7308
crcm +Official Committee of Unsecured Creditors, Wachovia Bank, N.A., Trustee,
c/o Smith, Gambrell & Russell, LLP, Attn: John T. Vian, Esq.,
1230 Peachtree Street, NE, Suite 3100, Atlanta, GA 30309-3592
cr +Riverside Claims LLC, Attn: Connie Macewicz, P.O. Box 626 - Planetarium Station,
New York, NY 10024-0626
cr +Tejas Securities Group, Inc., 2700 Via Fortuna, Suite 400, Austin, TX 78746-7570
cr +Tennessee Department of Revenue, c/o TN Attorney General's Office, Bankruptcy Division,
P.O. Box 20207, Nashville, TN 37202-4015
cr +Texas Ad Valorem Tax Authorities, c/o Michael Reed, P.O. Box 26990, Austin, TX 78755-0990
intp +Trumbull Services, L.L.C., 4 Griffin Road North, Windsor, CT 06095-1579
intp +United States Trustee, 537 Congress Street, Portland, ME 04101-3318
cr +c/o Neil Herskowitz Riverside Contracting LLC, PO Box 626, Planetarium Station,
New York, NY 10024-0626

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

**** BYPASSED RECIPIENTS (undeliverable, * duplicate) ****
aty Andrew D. Gottfried
aty Arnold & Porter, LLP
aty Bernstein, Shur, Sawyer & Nelson
aty Drinker, Biddle & Reath, LLP
aty Dustin F. Hecker, Posternak, Blankstein
aty Eric W. Hagen, Kirkland & Ellis, LLP
aty Jay Teitelbaum, Morgan, Lewis
aty Kristopher M. Hansen, Stroock & Stroock & Lavan LLP
aty Shaw, Pittman, LLP

***** BYPASSED RECIPIENTS (continued) *****
aty Sidley Austin Brown & Wood LLP
aty Stephen M. Ryan
sp Arnold & Porter, LLP
cr Austin CAD
cr Blanco CAD
fa Capital & Technology Advisors, LLC
op Capital Management Associates, Inc.
intp Carsey Warner Distribution, LLC
cr City of DeLeon, a municipal corporation, DeLeon Independent School District
cr Connecticut Dept. of Revenue Services
cr County of Lynn
cr County of Henderson, Trinity Valley Community Coll
cr County of Van Zandt
cr County of Wilbarger, Vernon Independent School Dis
cr Crown Castle South, LLC
cr D.E. Shaw Laminar Portfolios, LLC
cr Delaware Street Capital Master Fund, LP, et al
cr Directv
consult FTI Consulting, Inc.
fa Greenhill & Co., LLC
intp H.M. Davidson & Co., L.L.C.
cr HBK Investments L.P.
cr HSBC Bank USA
consult Herbein & Company, Inc.
acc Herbein Consulting, Inc.
consult Hewitt Associates LLC
cr Houston CAD
cr Jackson County
consult Kekst and Company Incorporated
sp King & Spalding, LLP
cr LEC Development, Inc.
cr Lampass CAD
cr Lee County
cr Llano County
cr Madison County
cr Mastagorda County
cr Metron North America, Inc.
fa Miller Buckfier Lewis Ying & Co., LLC
cr Normangee ISD
cr Nortel Networks, Inc.
cr Par Capital Management, Inc.
cr Paramount Pictures Corp.
intp Pegasus Communications Corporation
cr Polk County
intp Power County Treasurer
aud PricewaterhouseCoopers LLP
acc PricewaterhouseCoopers LLP
cr Refugio County
sp Shaw Pittman LLP
cr Shelby County
cr Telepictures Distribution
cr Terrell County
cr The Steering Committee of Senior Secured Creditors
cr Trinity County
cr Trinity/Groveton Tax Office
cr Wachovia Bank, National Association
cr Warner Bros. Entertainment, Inc.
cr Wilmington Trust Co.

TOTALS: 67, * 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

District/off: 0100-2
Case: 04-20878

User: kscovill
Form ID: pdf901

Page 4 of 4
Total Served: 93

Date Rcvd: Aug 27, 2004

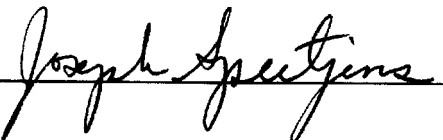
***** BYPASSED RECIPIENTS (continued) *****

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

First Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 29, 2004

Signature:

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.