

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

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

**PRECAUTIONARY MOTION OF WILMINGTON TRUST COMPANY FOR  
LEAVE TO FILE MOTION IN EXCESS OF PAGE LIMIT**

Wilmington Trust Company (“Wilmington Trust”) as administrative agent under the Amended and Restated Term Loan Agreement, dated as of August 1, 2003 among Pegasus Satellite Communications, Inc., as borrower and the lenders from time to time party thereto (the “Junior Lenders”), by and through its attorneys, hereby moves this Court for leave to file a Motion for an Order Pursuant to Sections 506(b) and 1129(a)(7) of Title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) for allowance and payment of (i) Default Interest, (ii) the Prepayment Premium and (iii) interest on the Default Interest and the Prepayment Premium at the Post-Default Rate (the “Premium Motion”) in excess of 15 pages. The reasons for this motion are as follows:

1. The Premium Motion will be in excess of 15 pages.
2. Paragraph B(1)(e) of the Order Establishing Case Management Procedures and Hearing Schedule, entered by this Court on July 9, 2004 (the “Procedural Order”) provides, in part, that “unless otherwise ordered by the Court, upon good cause shown, briefs in support or in response to Motions initiating contested matters shall not exceed (15) pages . . . .” While Wilmington Trust believes that this provision of the Procedural Order does not apply to the

Premium Motion itself, but only to briefs filed in support, out of an abundance of caution, Wilmington Trust seeks an order allowing Wilmington Trust to file the Premium Motion in excess of the 15 page limit.

3. As described more fully in the Premium Motion, the Junior Lenders are oversecured and have the right under sections 506(b) and 1129(a)(7) of the Bankruptcy Code to recover both interest on their secured claim and any reasonable fees, costs, or charges provided for under the agreement giving rise to their claim.

4. The Premium Motion, which seeks, *inter alia*, an order authorizing payment of post-petition interest at the contractual default rate and payment of the prepayment premium, raises a number of complex legal issues which Wilmington Trust cannot adequately address in a motion of only 15 pages.

5. Good cause exists for the Court to allow Wilmington Trust to file a motion in excess of the 15 page limitation because a motion of that length will permit Wilmington Trust to clearly and thoroughly explain to the Court and other interested parties the bases for the Premium Motion and why the relief sought in the Premium Motion should be granted under applicable law, thereby facilitating the Court's resolution of this matter.

6. Counsel for both the Debtor and the Official Committee of Unsecured Creditors have no objection to this motion.

Dated: October 15, 2004

---

Roger A. Clement, Jr., Esq.  
Gayle H. Allen, Esq.  
VERRILL DANA LLP  
One Portland Square  
P.O. Box 586  
Portland, ME 04112-0586  
Tel: 207-774-4000  
Fax: 207-774-7499

– and –

---

Lawrence M. Handelsman, Esq.  
Kristopher M. Hansen, Esq.  
STROOCK & STROOCK & LAVAN LLP  
180 Maiden Lane  
New York, NY 10038-4982  
Tel: 212-806-5400  
Fax: 212-806-6006

Counsel to Wilmington Trust Company