

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

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

**WILMINGTON TRUST COMPANY’S MOTION FOR  
LEAVE TO FILE REPLY BRIEF 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 reply brief to its 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 the page limits. The reasons for this motion are as follows:

1. 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, out of an abundance of caution, Wilmington Trust seeks an order allowing Wilmington Trust to file a reply in excess of the 5 page limit.

2. 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. 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, and the October 29, 2004 Objection filed by the Committee raise a number of complex legal issues which Wilmington Trust cannot adequately address in a reply of only 5 pages.

3. Good cause exists for the Court to allow Wilmington Trust to file a motion in excess of the 5 page limitation so that Wilmington Trust can clearly and thoroughly respond to the Objection and further explain why the relief sought in the Premium Motion should be granted under applicable law, thereby facilitating the Court's resolution of this matter.

4. The Committee does not object to the relief requested.

Dated: November 4, 2004

/s/ Gayle H. Allen  
\_\_\_\_\_  
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 –

/s/ Christopher M. Hansen  
\_\_\_\_\_  
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