

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 PARTIAL SUMMARY JUDGMENT 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 partial summary judgment (the “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 Motion itself, out of an abundance of caution, Wilmington Trust seeks an order allowing Wilmington Trust to file the Motion in excess of the 15 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. The October 29, 2004 Objection filed by the Committee purports to raise a number of factual issues. Based on voluminous prior pleadings and rulings of this Court, Wilmington Trust believes there is no evidence to support two of those alleged factual issues and seeks partial summary judgment to eliminate those issues from the trial on the Prepayment Motion. Given the number of prior pleadings, transcripts and rulings in which admissions have been made, Wilmington Trust cannot adequately incorporate all appropriate references in a brief of 15 pages.

3. Good cause exists for the Court to allow Wilmington Trust to file a motion in excess of the 15 page limitation.

Dated: November 24, 2004

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