

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

IN RE: PEGASUS SATELLITE) Case No. 04-20878(11)
TELEVISION, INC.,) June 4, 2004
ET AL.,) Portland, Maine
Debtor.)

TRANSCRIPT OF MOTIONS HEARING

BEFORE
THE HONORABLE JAMES B. HAINES, JR.

APPEARANCES:

For the Debtors : Robert Keach, Esq.
Michael Fagone, Esq.
Larry Nyhan, Esq.
Ellen Moring, Esq.
James Conlan, Esq.
Paul Carusso, Esq.
Jessica Knowles, Esq.

U.S. Trustee : Robert Checkoway, Esq.
E. Bradford, Esq.

Steering Committee of Senior
Senior Secured Creditors : Benjamin Marcus, Esq.
Andrew Rosenberg, Esq.
Diane Meyers, Esq.

For Wilmington Trust : Roger Clement, Esq.
Gayle Allen, Esq.
Kristopher Hansen, Esq.
Brett Lawrence, Esq.

For Ad-hoc Committee of
Senior Note Holders : Jacob Manheimer, Esq.
David Botter, Esq.

For Bank of America : Alan Pope, Esq.
For DirecTV : George Marcus, Esq.
Richard Krasnow, Esq.
For NRTC : Jay Teitelbaum, Esq.
Recording Equipment Monitor : Julie Winberg

MR. KRASNOW: Yes. Your Honor, again, I'm--I'm prepared to address it. I just don't want to take things out of order.

THE COURT: Well, we're gonna--why don't we--why don't we get to the cash management system next, and then--and understand that unless we blow it up, if we only make it more restrictive or more transparent, that's not going to be a problem for the lenders.

MR. KRASNOW: Very well, your Honor. Thank you.

THE COURT: Thank you.

KRISTOPHER HANSEN, ESQ.: Your Honor, Kriss Hansen, Stroock, Stroock & Lavan, on behalf of the junior term loan agent, Wilmington Trust. Just wanted to make a couple of clarifying comments with respect to the adequate protection order. There is a cash component of interest that is going to be paid as adequate protection to the junior term loan lenders. There is also a provision under our credit agreement which provides for a payment-in-kind interest which is--or otherwise PIK interest, which essentially is 52 percent of the interest component. We've agreed with the debtors it's not explicit in the order, but I did want to make the Court aware that that PIK interest will continue to accrue under our agreement as we move forward and as a result, it increases the cash interest that gets paid to the junior term loan lenders over time as the principal increases as a result of the PIK interest accrual. I also wanted to make the Court aware that we did put a reservation of rights in the cash collateral order for the junior term loan lenders to seek additional adequate protection from the Court, among other things, for the appointment of a financial advisor that the debtors would compensate us for. That's the general view of the junior term loan lenders, as well as that of the debtors and the seniors, and they will let me know if I've misspoke, but at a point in time at which there is a value divergence from the seniors and the juniors with respect to our common interest in recovery here and value, we

believe that it would be appropriate at that time to come before the Court and ask for the debtor to compensate us with respect to our own financial advisor. But in the interim, the junior term loan lenders will attempt to make use and have access to the senior term lenders' financial advisor. Mr. Nyhan also stated that the debtor doesn't believe that there is a protectable interest for the junior secured lenders in the sense that something that generates cash from a collateral perspective. Our lien is on the stock of PM&C, but we also have a lien on any intercompany loans made from PM&C--from PSC down to PM&C and transfers between those two entities. To the extent that cash moves back and forth between those two entities, we do have a lien on those. And obviously, to the extent that the debtor sought to use that, we believe that that is a collateral that generates cash, because of this cash that moves back and forth, we ultimately would be entitled to adequate protection for that as well. And we're comfortable with the other terms that are in the order. We also just wanted to let the Court know -- and it just seems now is as appropriate time as any to be clear with the Court -- that obviously this isn't a typical Chapter 11 case. You'll hear a tremendous amount, from a litigation perspective, as we move forward in the case between DirecTV and the debtors, and as a result of judgments and actions taken prior to the petition date, there are deadlines in connection with this case that the Court may or may not stay, extend otherwise, as it moves through the litigation path. But from our perspective as second lien lenders, we don't want to see the value in this case erode as we move forward through those deadlines because our lien position and our recovery position becomes less and less secure as we move forward towards--if the Court deems them to be artificial, it's not as big of an issue. But the deadlines set by DirecTV and the offers made by DirecTV for repurchase of subscribers at certain value rates, the purchase that they put out in a press release at this point in time, would repay the senior lenders, the junior lenders and get into the note holders at this point

in time. And as we move towards the end of August, the deadline which I'm sure the Court is familiar with, our analogy of the situation is, in essence, a melting ice cube, and we don't want to be at the point where we get to the end of August and find out that we have no value left. So while the second tier lenders are here today in general support of the debtor's actions, we don't intend to sit idly by during the case, your Honor.

THE COURT: Thank you.

MR. BOTTER: Your Honor, very briefly, just in regard to Mr. Hansen's remarks. Obviously, all of these accruals of PIK interest or any interest are subject to our continuing remarks as to whether or not they're entitled to anything.

MR. NYHAN: Your Honor, a couple of points. One, the debtor is certainly going to be interested in moving the litigation forward, but we're moving--interested in moving it forward so that we can get our appropriate recovery for all of our creditors and our shareholders. So with all due respect to the junior lienholders, we have duties to all our constituencies which we intend to fulfill vigorously and promptly. Judge--your Honor, I've tried to keep notes of the different comments that were made and what is open on the order right now, and I think that we are clear enough to get through to an interim order. With respect to the U.S. Trustee's points, clearly the 506(c) surcharge issue has been put off until a final hearing, so it's not implicated by this order. Resetting the bar date is something that I suspect that the senior lenders and junior lenders will have an issue with, but again, I don't think that it is something that has to be foreclosed by virtue of this order, but I'll let them speak for themselves on that. With respect to the committee's point, you know, again, your Honor, it is the debtor's position that any amounts paid to the lenders, whether it's interest or professional fees, are subject to ultimate allowance under 506(b); 506(b) by its very terms require that the payments be--that the amounts be

reasonable. The committee is clearly a party in interest. They've got a right to challenge under 506(b). And in terms of reporting, the debtor is prepared to disclose to the committee--to the official committee whatever it is, in fact, paying to these professionals so that I think that the committee's concerns on their ability to monitor and, if necessary, challenge the reasonableness of the payments is adequately covered by this order, at least on the narrow basis. Again, I think that we should reserve the issues on cash management to the cash management motion. With respect to the committee's concern or--or questions about the budget, the ad hoc committee, that is, unfortunately, we did not have an opportunity before the case was initiated -- or after that, for that matter -- to sit down with the financial advisors and walk through what the actual items are. I can tell the Court that of that entire sum, approximately--on the interim budget, approximately 31 million dollars is earmarked for payment of amounts that will be due to NRTC for the programming services that we receive. Now, that--a motion has not yet been filed, but we could not pay that without bringing a motion on and asking your Honor for authority to pay the pre-petition accrual. But that's what the lion's share of that number is. We--as I've said before, we are prepared to provide the official committee with the same reporting that we're--we've negotiated with the senior lenders. That reporting will include a rolling forecast of anticipated disbursements and receipts, and they will have thorough knowledge of how we intend to run the business before we actually spend money. So I think that the issue of giving them information and letting them--putting them in a position to understand the business and respond to this Court if they think we're doing something wrong will be address and is, in fact, addressed by the structure that we agreed to today. In--on that basis, your Honor, I would ask -- and I recognize that changes do have to be made to the draft order to reflect the agreements that were reached this morning -- but with those changes that were placed on the record, and assuming that we

successfully conform the actual order to incorporate those, we would request your Honor's approval of the interim order.

THE COURT: All right. The--my understanding is that things that are remaining open, okay, are the 506(c) issue, whether there's going to be some extension of the deadline for objecting to the validity, extent and priority of the lenders' liens to a trustee--

MR. NYHAN: Oh, yes.

THE COURT: --I mean, that was what the U.S. Trust--the 120 is an agreed change that will be incorporated in the interim order.

MR. NYHAN: That is correct, your Honor. And it's not fair, I think, for me to respond on behalf of the senior lenders on the issue of whether there could be a reset.

THE COURT: I would expect that they would resist that, and I expect that between now and the final order, they can discuss it with U.S. Trustee. And I would also expect that--that it's an appropriate concern of both--of everyone, perhaps, or everyone less one, that there be repose at some point after those with responsibilities and interests to investigate have satisfied themselves. So I will leave the parties with--

MR. NYHAN: We agree with that, your Honor.

THE COURT: --to discuss that further. And with regard to the ad hoc committee's concerns, so long as their right to reporting, review and challenge are not excluded by the order, they remain with all their rights, and so I don't see that there's any need for express change in that regard. I think that--and with regard to the budget, I, too, was struck by the brevity of the budget presentation, and it was brief but not pithy. So I would say that between now and a final order, we're probably gonna have to see and provide to everyone something more substantial in terms of understanding the way the money's being spent and where it's

EXHIBIT B

**FOR SETTLEMENT PURPOSES
SUBJECT TO RULE 408**

June 23, 2004

DIRECTV PROPOSED TRANSACTION

Assets/Rights to be Acquired

- All rights of Pegasus to subscriber information and right to bill and collect for DIRECTV programming (including unearned subscriber receivables) provided after the closing date (the "Closing Date") of the sale pursuant to bankruptcy court order (the "Order").
- All DIRECTV equipment and smart cards, including any equipment leased to subscribers.
- All rights of Pegasus under Member Agreements.
- All claims against DIRECTV, NRTC or their respective directors, officers or affiliates (i.e. complete release of claims).
- Transition support from Pegasus Satellite Television and its customer service providers for a period of 60 days after the Closing Date.
- Right (but not obligation) to:
 - (a) offer employment to select Pegasus Satellite Television personnel, and DIRECTV will assume severance obligations for the personnel actually hired by DIRECTV; and
 - (b) review all executory contracts, including facility leases, customer service contracts and dealer agreements, and to assume any such executory contracts as are designated for assignment pursuant to the Order.

Liabilities/Obligations To Be Assumed

- Contractual obligations of Pegasus to subscribers who become DIRECTV subscribers.
- Obligations under executory contracts specifically assumed by DIRECTV (if any) and employment/severance obligations for employees hired by DIRECTV.

Other Conditions of Proposal

- Transaction to be completed as soon as possible after:
 - (a) bankruptcy court approval; and

**FOR SETTLEMENT PURPOSES
SUBJECT TO RULE 408**

- (b) expiration of HSR waiting period, and in any event the Closing Date must occur no later than August 31, 2004 (the "Termination Date").
- On the Closing Date, each of the debtors, on the one hand, and NRTC and DIRECTV, on the other hand, will be released from all claims, contracts, etc. against each other (including claims relating to patronage certificates, but excluding obligations under this transaction) and all litigation will be terminated.
- Pending the Closing Date:
 - (a) all litigation is stayed (no further wasting of assets of the estate); and
 - (b) Pegasus continues to operate, but ceases subscriber acquisition efforts (no further SAC).
- DIRECTV has right to terminate if the Closing Date does not occur by the Termination Date.

Consideration To Be Paid

On the Closing Date, DIRECTV will pay cash in an amount equal to (i) if the Closing Date occurs on or prior to July 31, 2004, \$740 million (the "Maximum Cash Price") or (ii) if the Closing Date occurs after July 31, 2004, the greater of (A) an amount equal to the product of (I) \$675 multiplied by (II) the number of Transferred Subscribers as of the Closing Date and (B) the Maximum Cash Price reduced by \$10 million per day through the Closing Date, less the following:

- (a) approximately \$63 million, which represents the amount of DIRECTV's pre-petition judgment against Pegasus;
- (b) in the case of the purchase price being based off the Maximum Cash Price only, if the number of Transferred Subscribers at June 1, 2004 is less than 1,080,000 (as determined and certified, by the independent auditors of Pegasus no later than July 15, 2004), then the Maximum Cash Price is reduced by \$675 multiplied by the difference between 1,080,000 and the actual number of Transferred Subscribers at June 1, 2004; and
- (c) an amount equal to the NRTC/DIRECTV Service Obligations, minus the amount of any NRTC patronage rebates accrued through the Closing Date, with such amounts under this clause (c) to be certified by DIRECTV and NRTC to the bankruptcy court (upon satisfaction of this adjustment, NRTC will surrender (without draw) certain letters of credit it currently holds relating to restricted cash of Pegasus).

For purposes hereof, "Transferred Subscriber" has the meaning given to such term in the Pegasus Offer Agreement, dated June 2, 2004, and "NRTC/DIRECTV Service Obligations" means unpaid programming and other obligations to DIRECTV or NRTC

**FOR SETTLEMENT PURPOSES
SUBJECT TO RULE 408**

accrued under the Member Agreement or the Seamless Agreement through the Closing Date.

Authorization and Expiration

This proposal will expire at 5:00 p.m., New York time, on June 25, 2004. Although this proposal has been authorized by the board of directors of DIRECTV, it does not impose any legal obligations on DIRECTV, which will be created only upon execution and delivery of mutually satisfactory, definitive, binding agreements and then only to the extent provided therein.

EXHIBIT C

Pegasus Satellite Reaches Agreements With DIRECTV, NRTC And Creditors Regarding Sale Of Assets And Settlement Of Litigation

Agreements Provide For Sale of Satellite Assets To DIRECTV and Sale of Television Stations to Pegasus Communications

BALA CYNWYD, PA, August 2, 2004 - Pegasus Satellite Communications, Inc. (Pegasus Satellite), a subsidiary of Pegasus Communications Corporation (NASDAQ: PGTV), announced today that it and/or its subsidiaries have entered into agreements with DIRECTV, Inc., the National Rural Telecommunications Cooperative (NRTC), the official committee of unsecured creditors of Pegasus Satellite (the Committee) and Pegasus Communications that provide for (1) the sale of Pegasus Satellite's satellite television assets to DIRECTV, Inc. for a purchase price of \$938 million, including \$875 million cash, plus certain adjustments to be made at closing; (2) cooperation between Pegasus Satellite and DIRECTV to assure uninterrupted delivery of DIRECTV programming to Pegasus Satellite's subscribers; and (3) a dismissal of all litigation concerning Pegasus Satellite's distribution of DIRECTV services and Pegasus Satellite's bankruptcy. In addition, Pegasus Communications and the Committee have reached an agreement in principle on the sale of the broadcast television stations owned by Pegasus Satellite to Pegasus Communications, subject to higher and better offers. The sale of the satellite television assets and the settlement with DIRECTV as well as the sale of the broadcast television stations are subject to bankruptcy court approval and applicable antitrust filings and approvals.

Marshall W. Pagon, Pegasus Satellite's Chief Executive Officer, said "These agreements enable a final resolution to five years of litigation between Pegasus Satellite, DIRECTV and the NRTC concerning Pegasus's right to distribute DIRECTV, through a sale of Pegasus Satellite's satellite television assets to DIRECTV for \$938 million. They also reflect a consensus between Pegasus Satellite and its creditors on the disposition of Pegasus Satellite's broadcast television stations to Pegasus Communications. We believe that this will allow Pegasus Satellite's bankruptcy to be resolved quickly and with the least continued risk to creditors. Most importantly, these agreements assure that Pegasus Satellite Television's over 1 million subscribers throughout the U.S. will continue to receive uninterrupted delivery of DIRECTV programming and that the sale to DIRECTV will be managed smoothly and without disruption of their satellite service. I would also like to thank our employees and management for their hard work. In little over 10 years, and in defiance of widespread skepticism that satellite television could ever successfully compete with cable, they built a sound and successful business serving over 1 million rural subscribers in 41 states."

Pegasus Communications Corporation intends to file as soon as practicable a Form 8-K that includes copies of the key agreements relating to the transactions referenced above.

About Pegasus Satellite

Pegasus Satellite Communications, Inc., through its subsidiary Pegasus Satellite Television, is the nation's largest independent provider of DIRECTV®. Pegasus Satellite provides DIRECTV to more than 8.4 million homes in 41 states and serves 1.08 million rural subscribers. Pegasus

Satellite, through its subsidiary Pegasus Broadcast Television, also owns and/or operates television stations affiliated with CBS, FOX, UPN and The WB networks.

As previously reported, Pegasus Satellite filed for protection under Chapter 11 of the U.S. Bankruptcy Code on June 2, 2004. The Chapter 11 filing was made in the U.S. Bankruptcy Court in Portland, Maine.

Miller Buckfire Lewis Ying & Co., LLC served as investment banker for Pegasus Satellite in connection with the sale to DIRECTV and inter-related settlement agreements. Pegasus Satellite's legal advisors are Sidley Austin Brown & Wood LLP and Bernstein, Shur, Sawyer & Nelson.

Additional information about Pegasus Satellite's bankruptcy is available at www.pgtv.com

About Pegasus Communications

Pegasus Communications Corporation is the parent company of Pegasus Satellite Communications; Pegasus Development Corporation, which holds two Ka band satellite licenses granted by the FCC and intellectual property rights licensed from Personalized Media Communications L.L.C; Pegasus Guard Band LLC, which holds FCC licenses to provide terrestrial communications services in the 700 MHZ spectrum covering areas of the United States including approximately 180 million people (POPS); and Pegasus Rural Broadband LLC, which provides wireless broadband Internet access in rural areas. Pegasus Communications, Pegasus Development, Pegasus Guardband and Pegasus Rural Broadband are not parties to Pegasus Satellite's Chapter 11 bankruptcy case.

Safe Harbor

Any statements that are not historical facts are made pursuant to the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995, and will be considered forward-looking statements. Such forward- looking statements may be identified with words such as "we expect," "we predict," "we believe," "we project," "we anticipate," and similar expressions.

Pegasus' actual results may differ materially from those expressed or indicated by forward-looking statements. There can be no assurance that these future events, including pending transactions, will occur as anticipated or that the Company's results will be as estimated.

Factors which can affect our performance and future events are described in our filings with the Securities and Exchange Commission, and include the following: general economic and business conditions, nationally, internationally, and in the regions in which we operate; catastrophic events, including acts of terrorism; relationships with and events affecting third parties like DirecTV, Inc. and the National Rural Telecommunications Cooperative; litigation with DirecTV, Inc., including the judgment with respect to the Seamless Marketing litigation; the recent change of control of DirecTV, Inc.; demographic changes; existing government regulations and changes in, or the failure to comply with, government regulations; competition, including the provision of local channels by a competing direct satellite provider in markets where DirecTV does not offer

local channels; the loss of any significant numbers of subscribers or viewers; changes in business strategy or development plans; the cost of pursuing new business initiatives; an expansion of land-based communications systems; technological developments and difficulties; our ability to obtain intellectual property licenses and to avoid committing intellectual property infringement; our ability to attract and retain qualified personnel; our significant indebtedness; and the availability and terms of capital to fund the expansion of our businesses.

Persons are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. We do not undertake any obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Contact Information:

Press:

Cheryl Crate

Pegasus Communications Corporation

(703) 892-4230

cheryl.crate@pgtv.com

or:

Michael Freitag or Victoria Weld

Kekst and Company

(212) 521-4800

Investors:

Andrew Smith

Pegasus Communications Corporation

(610) 934-7381

andrew.smith@pgtv.com

EXHIBIT D

Hazan, Nava

From: Moring, Ellen R. [EMoring@Sidley.com]
Sent: Tuesday, August 03, 2004 2:08 PM
To: Knowles, Jessica C.; 'richard.krasnow@weil.com'; Caruso, Paul S.
Cc: Botter, David; 'gebmaguire@debevoise.com'; Neal, Guy S.; Conlan, James F.; 'larry.hunter@directv.com'; Nyhan, Larry J.; 'marc.puntus@mbly.com'; 'mpagon@pgtv.com'; Dublin, Philip; 'rfhahn@debevoise.com'; 'ted.lodge@pgtv.com'; Yancey, Thomas H.; 'alexander.simon@weil.com'
Subject: RE: Motion Filed

Sidley is now holding the original L/C.

-----Original Message-----

From: Knowles, Jessica C.
Sent: Tuesday, August 03, 2004 2:01 PM
To: Knowles, Jessica C.; 'richard.krasnow@weil.com'; Caruso, Paul S.
Cc: 'dbotter@akingump.com'; Moring, Ellen R.; 'gebmaguire@debevoise.com'; Neal, Guy S.; Conlan, James F.; 'larry.hunter@directv.com'; Nyhan, Larry J.; 'marc.puntus@mbly.com'; 'mpagon@pgtv.com'; 'pdublin@akingump.com'; 'rfhahn@debevoise.com'; 'ted.lodge@pgtv.com'; Yancey, Thomas H.; 'alexander.simon@weil.com'
Subject: Motion Filed

The motion has been filed and is document 409 on the docket.

Sidley Austin Brown & Wood LLP mail server made the following annotations on 08/03/2004, 01:07:12 PM

This e-mail is sent by a law firm and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

12/13/2004

EXHIBIT E

Hazan, Nava

From: Hansen, Kristopher [KHANSEN@stroock.com]
Sent: Tuesday, June 15, 2004 10:31 AM
To: Botter, David
Subject: RE: Pegasus

DTV wants business people in attendance at the meeting, so pls check with your chair as well. Not clear whether I'll have biz folks b/c they're not restricted yet and that meeting will restrict them. I'll call you w/ Andy today at 4.

Kristopher M. Hansen, Esq.
Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038
p: 212-806-6056
f: 212-806-6006
e: khansen@stroock.com
w: www.stroock.com

-----Original Message-----

From: Botter, David [mailto:dbotter@AkinGump.com]
Sent: Tuesday, June 15, 2004 10:29 AM
To: Hansen, Kristopher
Subject: RE: Pegasus

Call at 4 is good. I am ok all afternoon tomorrow, but do need to check danny's schedule for tomorrow

-----Original Message-----

From: Hansen, Kristopher [mailto:KHANSEN@stroock.com]
Sent: Tuesday, June 15, 2004 9:35 AM
To: Botter, David
Subject: Re: Pegasus

That gets tight given Andy's availability. I think our strategy at this point is to get with DTV asap before the litigation gets out of hand and get them up to a subscriber purchase amount that satisfies your group. How about a call at 4 today and a DTV meeting tomorrow? What's your schedule like tomorrow?

Sent from Blackberry Handheld by:

Kristopher M. Hansen, Esq.
Stroock & Stroock & Lavan LLP
Financial Restructuring Department
180 Maiden Lane
New York, New York 10038
p: 212-806-6056
f: 212-806-6006
e: khansen@stroock.com
w: www.stroock.com

-----Original Message-----

From: Botter, David <dbotter@AkinGump.com>
To: Hansen, Kristopher <KHANSEN@stroock.com>
Sent: Tue Jun 15 08:26:12 2004
Subject: Re: Pegasus

I have a call at 3. Can probably do 4

David H. Botter
Akin Gump Strauss Hauer & Feld LLP
590 Madison Avenue
New York, NY 10022
T 212.872.1055
F 212.407.3255
mailto:dbotter@akingump.com

-----Original Message-----

From: Hansen, Kristopher <KHANSEN@stroock.com>
To: Botter, David <dbotter@AkinGump.com>
Sent: Tue Jun 15 05:05:33 2004
Subject: Re: Pegasus

Andy's good until 5pm. Let's meet at his office at 3 if ok w/ you.

Sent from Blackberry Handheld by:

Kristopher M. Hansen, Esq.
Stroock & Stroock & Lavan LLP
Financial Restructuring Department
180 Maiden Lane
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p: 212-806-6056
f: 212-806-6006
e: khansen@stroock.com
w: www.stroock.com

-----Original Message-----

From: Botter, David <dbotter@AkinGump.com>
To: Hansen, Kristopher <KHANSEN@stroock.com>
CC: Lawrence, Brett <BLAWRENCE@stroock.com>
Sent: Mon Jun 14 20:47:10 2004
Subject: RE: Pegasus

Will you check with Andy?

-----Original Message-----

From: Hansen, Kristopher [mailto:KHANSEN@stroock.com]
Sent: Monday, June 14, 2004 8:45 PM
To: Botter, David
Cc: Lawrence, Brett
Subject: Re: Pegasus

Ok here.

Sent from Blackberry Handheld by:

Kristopher M. Hansen, Esq.
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Financial Restructuring Department
180 Maiden Lane
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p: 212-806-6056
f: 212-806-6006
e: khansen@stroock.com
w: www.stroock.com

-----Original Message-----

From: Botter, David <dbotter@AkinGump.com>
To: Hansen, Kristopher <KHANSEN@stroock.com>
Sent: Mon Jun 14 20:40:10 2004

Subject: RE: Pegasus

Kris, sorry I haven't gotten back to you until now. We would like to do that. How is late afternoon?

-----Original Message-----

From: Hansen, Kristopher [mailto:KHANSEN@stroock.com]
Sent: Monday, June 14, 2004 6:58 PM
To: Botter, David
Subject: Pegasus

David -

I hear that Akin was selected. Congrats. I'd like for you to meet tomorrow w/ us and Paul Weiss so that we can strategize.

I'm sure you just received the same notice, but the Co just filed its complaint against the NRTC and DTV, etc. Obviously, time is of the essence. Please let me know when you're available tomorrow.

Thx.

-Kris

Sent from Blackberry Handheld by:

Kristopher M. Hansen, Esq.
Stroock & Stroock & Lavan LLP
Financial Restructuring Department
180 Maiden Lane
New York, New York 10038
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w: www.stroock.com

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The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

EXHIBIT F

Hazan, Nava

From: Botter, David
Sent: Thursday, July 01, 2004 4:53 PM
To: 'Andrew N Rosenberg'
Cc: Hansen, Kristopher
Subject: RE: Peg / Today's Meeting

I think they have been woken up completely. There is not yet a bid/ask

-----Original Message-----

From: Andrew N Rosenberg [mailto:arosenberg@paulweiss.com]
Sent: Thursday, July 01, 2004 4:38 PM
To: Botter, David
Cc: Hansen, Kristopher
Subject: RE: Peg / Today's Meeting

Is there a bid and ask or are they still in dreamland. Anyway, I think our timetable has to be to file something by July 9 to meet July 22 hearing date.

----->
"Botter,
David"
<dbotter@akingump.com>

07/01/2004
03:57 PM
----->

>
----->
To: "Hansen, Kristopher" <KHANSEN@stroock.com>
cc: Andrew N Rosenberg/PaulWeiss@PaulWeiss
Subject: RE: Peg / Today's Meeting
----->

Productive meeting. Discussions will continue over the weekend

-----Original Message-----

From: Hansen, Kristopher [mailto:KHANSEN@stroock.com]
Sent: Thursday, July 01, 2004 11:08 AM
To: Botter, David
Cc: Andrew N Rosenberg
Subject: Peg / Today's Meeting

Good luck today and please let us know the outcome as soon as you can. We expect a "NO" or a "Let's think about this" response from the Company, neither of which is acceptable as we need to get the train out of the station. As we discussed the other day, Andy and I would like to file papers by the middle of next week. If you get a "let's think about this" response today, the filing just pressures them to think faster.

- Kris

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Thank You.

EXHIBIT G

Hazan, Nava

From: Botter, David
Sent: Wednesday, July 07, 2004 6:40 PM
To: 'Andrew N Rosenberg'
Cc: khansen@stroock.com
Subject: RE:

sure

-----Original Message-----

From: Andrew N Rosenberg [mailto:arosenberg@paulweiss.com]
Sent: Wednesday, July 07, 2004 6:32 PM
To: Botter, David
Cc: khansen@stroock.com
Subject: RE:

As to DirecTv, I think you have done a fantastic job with them but at some point they have to say enough. As to the Debtor, if DirecTv says no to a chapter 11 plan, I think they will need pressure of pleadings and hearing date to convince them to cut the best deal they can and run. Anyway, if this starts going plan, we must be included in those discussions.

----->
"Botter,
David"
<dbotter@AkinGump.com>

07/07/2004
06:25 PM
----->

----->
To: Andrew N Rosenberg/PaulWeiss@PaulWeiss
cc: khansen@stroock.com
Subject: RE:
----->

Why do you think that?

-----Original Message-----

From: Andrew N Rosenberg [mailto:arosenberg@paulweiss.com]
Sent: Wednesday, July 07, 2004 6:14 PM
To: Botter, David
Cc: khansen@stroock.com
Subject: RE:

my bad. i forgot. will do. anyway, I am convinced DirecTv says no to plan or debtor is impossible to finish with absent a pleading and court date to focus their attention. let them tell judge haines why they oppose a sale!

|----->
| "Botter, David" |
| <dbotter@AkinGump.com> |
| 07/07/2004 |
| 06:05 PM |
|----->

>-----
-----|
|
| To: Andrew N Rosenberg/PaulWeiss@PaulWeiss
| cc: khansen@stroock.com
| Subject: RE:
|
>-----
-----|

None. Nyhan is not responding to emails and Conlan appears to be on vacation. By the way, when are we getting the Bank docs?

-----Original Message-----
From: Andrew N Rosenberg [mailto:arosenberg@paulweiss.com]
Sent: Wednesday, July 07, 2004 5:29 PM
To: Botter, David
Cc: khansen@stroock.com
Subject:

Any word on any front. I have a call in to Nyhan. I am planning on telling him that our patience is just about out and he should take the best deal he can and be done.

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Thank You.

EXHIBIT H

Hazan, Nava

From: Botter, David
Sent: Thursday, July 08, 2004 11:36 AM
To: 'Andrew N Rosenberg'; KHANSEN@stroock.com
Subject: RE: Mtg.

Yup. Maybe go back to debtor and say this is it guys, train is leaving the station

-----Original Message-----

From: Andrew N Rosenberg [mailto:arosenberg@paulweiss.com]
Sent: Thursday, July 08, 2004 11:20 AM
To: KHANSEN@stroock.com; Botter, David
Subject: Re: Mtg.

Game, set, match to directv. Time to finish with directv. This judge will not let the debtor blow up a sale.

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Thank You.

EXHIBIT I

Hazan, Nava

From: Botter, David
Sent: Thursday, July 08, 2004 6:58 PM
To: 'Andrew N Rosenberg'
Cc: Lawrence, Brett; Hansen, Kristopher
Subject: RE: Pegasus

Don't know about the afternoon tomorrow

-----Original Message-----

From: Andrew N Rosenberg [mailto:arosenberg@paulweiss.com]
Sent: Thursday, July 08, 2004 6:47 PM
To: Botter, David
Cc: Lawrence, Brett; Hansen, Kristopher
Subject: RE: Pegasus

If you are having a call i free up about 2pm.

----->
"Botter,
David"
<dbotter@AkinGump.com>

07/08/2004
06:34 PM
----->

>
----->
To: "Hansen, Kristopher" <KHANSEN@stroock.com>
cc: Andrew N Rosenberg/PaulWeiss@PaulWeiss, "Lawrence, Brett"
<BLAWRENCE@stroock.com>
Subject: RE: Pegasus
----->

I understand your view and I would be happy to talk to you about docs, but ultimately my clients are going to make the call. They want a deal and I think we will get one on Monday/Tuesday

-----Original Message-----

From: Hansen, Kristopher [mailto:KHANSEN@stroock.com]
Sent: Thursday, July 08, 2004 6:31 PM
To: Botter, David
Cc: arosenberg@paulweiss.com; Lawrence, Brett
Subject: Fw: Pegasus

What's up? It's obvious that we've got to do a deal b/c the judge keeps dropping the value of the litigation/your primary leverage. We know that you've got the basic deal leverage of being able to deliver the subs too, but that's also eroding with time. The banks are all starting to get very nervous and, with the court's comments today, we're getting tremendous pressure to cut a deal without you and put on the motion or foreclose and sell

and force you to explain to the court why you let a good deal pass. Ordinarily, I wouldn't think that we could get anything of such magnitude done without you, but the ice cube is getting very watery and we think that the court, at this point, will take anything that salvages something.

Can we go through the docs tomorrow morning and see what comments we all can/can't live without in order to keep forward momentum? How's 10:30am?

Sent from Blackberry Handheld by:

Kristopher M. Hansen, Esq.
Stroock & Stroock & Lavan LLP
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180 Maiden Lane
New York, New York 10038
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f: 212-806-6006
e: khansen@stroock.com
w: www.stroock.com

-----Original Message-----

From: richard.krasnow@weil.com <richard.krasnow@weil.com>
To: dgolden@akingump.com <dgolden@akingump.com>; dbotter@akingump.com <dbotter@akingump.com>; arosenberg@paulweiss.com <arosenberg@paulweiss.com>; Hansen, Kristopher <KHANSEN@stroock.com>
Sent: Thu Jul 08 17:31:12 2004
Subject: Pegasus

Tomorrow's meeting is cancelled because of the unavailability of certain committee members. We will advise you tomorrow regarding the rescheduling of the meeting.

Richard P. Krasnow, Esq.
Weil, Gotshal & Manges, LLP
767 Fifth Avenue, Room 2931
New York, New York 10153
Phone: 212-310-8493
Fax: 212-310-8934

< END >

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Thank You.

EXHIBIT J

Hazan, Nava

From: Botter, David
Sent: Tuesday, June 29, 2004 1:28 PM
To: 'Andrew N Rosenberg'; KHANSEN@stroock.com
Subject: RE:

I have a 3:30 but am available before and after

-----Original Message-----

From: Andrew N Rosenberg [mailto:arosenberg@paulweiss.com]
Sent: Tuesday, June 29, 2004 1:01 PM
To: KHANSEN@stroock.com; Botter, David
Subject: Re:

Can we set up a time to talk later today about process?

-----Original Message-----

From: Hansen, Kristopher
To: dbotter; Andrew Rosenberg
Sent: Jun 26, 2004 7:10a
Subject: Re:

[IMAGE]

Smart World Technologies. I don't have the cite with me. Not sure about the intervention, but that's in our draft too in case Haines pulls another "you're not the plaintiff or defendant."

Sent from Blackberry Handheld by:

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e: khansen@stroock.com
w: www.stroock.com

-----Original Message-----

From: Botter, David <dbotter@AkinGump.com>
To: Hansen, Kristopher <KHANSEN@stroock.com>; arosenberg@paulweiss.com
<arosenberg@paulweiss.com>
Sent: Fri Jun 25 22:52:26 2004
Subject: Re:

Kris, do you have a cite so we can take a look. Does it require that the committee have intervened? I have requested debtors and dtv stipulate but we are preparing papers in case they dont

David H. Botter
Akin Gump Strauss Hauer & Feld LLP
590 Madison Avenue
New York, NY 10022
T 212.872.1055
F 212.407.3255

mailto:dbotter@akingump.com

-----Original Message-----

From: Hansen, Kristopher <KHANSEN@stroock.com>
To: Botter, David <dbotter@AkinGump.com>; arosenberg@paulweiss.com
<arosenberg@paulweiss.com>
Sent: Fri Jun 25 19:48:37 2004
Subject: Re:

Thx David. Our view is that we move under 9019. There's a recent SDNY (Blackshear, Cote on appeal) decision with a similar fact pattern and the court approved the deal under 9019. We've got a draft of the papers done already.

Sent from Blackberry Handheld by:

Kristopher M. Hansen, Esq.
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w: www.stroock.com

-----Original Message-----

From: Botter, David <dbotter@AkinGump.com>
To: Hansen, Kristopher <KHANSEN@stroock.com>; arosenberg@paulweiss.com
<arosenberg@paulweiss.com>
Sent: Fri Jun 25 20:20:27 2004
Subject:

We are getting very close. Just told the debtors that fact and they asked what is in it for equity

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