



PEGASUS

Pegasus Satellite Television Retail Dealer Agreement

Dealer ("you" or "your") and Pegasus Satellite Television on behalf of itself and its affiliates ("Pegasus," "we", "us" or "our"), agree as follows:

1. Authorized Dealer

You are authorized to be a non-exclusive dealer of DIRECTV Systems ("Equipment") and DIRECTV® programming services ("Programming") on the terms and conditions of this Agreement. This Agreement is intended only to apply to the distribution of Equipment and Programming in territories controlled by us pursuant to our existing agreements with the National Rural Telecommunications Cooperative. Unless expressly agreed in writing by us, no other distributions are governed by this Agreement.

2. Conduct of Business

You and each of your employees, agents and contractors ("Agents") will comply with all applicable federal, state, and local laws (including all state and local retail sales laws), and will otherwise conduct your business in a manner that does not adversely impact our business. You will act in good faith to obtain quality long-term subscribers for us. You agree to provide accurate subscriber information when setting up an account, including the subscriber's billing and physical address and telephone number.

3. Quality Service

You and your Agents will comply with all applicable warranties, and any oral or written representations that you or your Agents make, in connection with goods or services you or your Agents sell or offer. You will maintain adequate facilities to handle inquiries and requests from our customers and prospective customers and provide services as agreed to in the attached Exhibit A.

4. Dealer Program Rules

We may, from time to time, provide rules, guidelines, procedures or other written materials describing our commission policies, advertising policies, and other aspects of our dealer programs ("Rules"), including those set forth in the attached Exhibit A and in The Pegasus Guide: Tools and Information for Dealer Success, as amended (the "Dealer Guide"). This Agreement incorporates by reference all of our existing and any future Rules, and you and your Agents agree to comply fully with our Rules. If you do not comply with our Rules, we may discontinue your relationship with Pegasus.

5. Confidentiality

You will not disclose to any third party any information about our business or operations (including information about sales, pricing, costs, business plans, or customers/subscribers) that in any reasonable manner could be considered proprietary or confidential, except with our prior written consent.

6. Exclusivity

You, your firm and your Agents may not solicit for conversion or convert an existing Pegasus subscriber to a service provider other than Pegasus.

7. Indemnity

You will indemnify, defend and hold us harmless from any acts or omissions of you, your firm or your Agents, including any breach of this Agreement by you.

8. Amendment

We reserve the right to amend this Agreement, including the Rules, by giving you written or electronic notice of such amendment. To the extent possible, we will use our best efforts to provide you with 21 days' notice of any amendment to the Rules.

9. Termination

You or we may terminate this Agreement upon written notice to the other. Termination will not affect any rights under this Agreement with respect to acts or omissions that occurred before termination. The provisions of sections 5 and 7 shall survive termination.

10. Notices

Unless advised otherwise, notices should be sent to us at Pegasus Satellite Television, 171 Locke Drive, Marlborough, Massachusetts 01752-7235, Attention: Director of Sales. Unless otherwise notified by you in writing, we will send notices to you at the dealer address indicated on this Agreement.

11. Miscellaneous

This Agreement does not create a joint venture; you are an independent contractor. Except as expressly authorized by us in writing, you have no authority to act as our agent in any manner and you will take appropriate actions to prevent the appearance that you are our agent. You may not assign any interest in this Agreement without our prior written consent. We may assign any of our interest in this Agreement. There are no third party beneficiaries of this Agreement. Any waiver of our rights must be in writing. We will never be liable to you for any consequential, special or punitive damages. This Agreement and our relationship shall be governed by the laws of the Commonwealth of Pennsylvania.

Dealer:

Professional Satellite & Communications, LLC
[Print Name]

Dealer Address:

1111 Torrey Pines Rd, 1st Floor
La Jolla, CA 92037

Dealer ID Number: 1328100

DIRECTV ID Number (if applicable):

e-mail address: dworld12@san.rr.com

Federal Tax ID No./Soc. Sec. No.: 37-0980712

By: Jonathan M. Shiff
[Print Name]

Its: Principal / Managing Member

Date: 3/27/00

Pegasus:

Pegasus Satellite Television, Inc.
171 Locke Drive
Marlborough, Massachusetts 01752-7235

By: _____

[Print Name]

Its: _____

Date: _____

Do Not Write In This Block

Contract Number: _____

- 6. Dealer is responsible for explaining equipment warranty to customer at time of sale and a copy of warranty must be provided to customer.
- 7. Dealer must provide customer with a receipt for equipment and installation, if applicable. Receipt must include Dealer's name and telephone number.

Installation Rules

If Dealer is engaged or becomes engaged in the installation of DIRECTV Systems, Dealer agrees to the following:

- 1. Dealer must have trucks with company name and phone number printed on outside.
- 2. Dealer must have installers wear shirts or uniforms with company identification, or wear an openly visible identification badge printed with the following information: company name, address, phone number and installer's name.
- 3. Dealer must be certified by DIRECTV and/or Pegasus to provide installation services. Dealer must clean up all installation waste materials. Dealer must connect system to an active telephone line at time of installation, when phone jack is on the same or an adjacent wall within 25 feet of the DIRECTV receiver. The need for a telephone line connection must be explained to all customers, whether or not professionally installed.
- 4. If Dealer performs or charges for installation, Dealer must warrant installation for one (1) year.

General Commission Rules

In order to become and remain an authorized Pegasus Satellite Television retail dealer and receive commissions from Pegasus for the activation of DIRECTV customers in Pegasus' service territory, the Dealer agrees to the following:

- 1. Dealer must remain a dealer in good standing with Pegasus in order to receive commissions or residuals.
- 2. Dealer acknowledges that Pegasus reserves the right, as set forth in the Dealer Guide, to apply charge backs for subscribers who have disconnected service within the charge back period against future commissions incurred by Pegasus for DIRECTV subscribers sold by the Dealer or against Dealer deposits.
- 3. Dealer acknowledges that if the percentage of subscriber churn associated with Dealer is unacceptable to Pegasus in its determination that Pegasus has the right to terminate all relations with Dealer and withhold any future commissions, floorplan deposits or residual payments against estimated charge backs.

DEALER ACKNOWLEDGES THAT THIS EXHIBIT MAY BE AMENDED BY PEGASUS IN ITS SOLE DISCRETION, AND DEALER AGREES TO ABIDE BY THE REVISED EXHIBIT.

Dealer Signature: *[Handwritten Signature]*

Dealer Name (please print): Professional Satellite LLC
formerly Digital World Solutions

Dealer Address: 1111 Torrey Pines Rd First Floor
La Jolla, CA 92037

Dealer ID Number: 1328100

Tax ID No./Social Security No.: 33-0880712



**Exhibit A
To
Retail Dealer Agreement**

General Dealer Requirements

In order to become an authorized retail dealer, the following requirements need to be met:

1. Dealer must have a storefront or registered business office.
2. Dealer must submit to Pegasus a copy of a valid vendor license, business license, proof of incorporation or registered DBA.
3. Dealer must submit to Pegasus a copy of a local or state retail sales certificate for each state Dealer operates in.
4. Dealer must have federal tax identification number or, if business is run as a proprietorship, Pegasus must have the proprietor's social security number on file.
5. Dealer must have proof of liability insurance in a minimum amount of \$100,000.
6. Dealer should be registered with a local Better Business Bureau.
7. Dealer must have staff available to answer customer calls during business hours.
8. Dealer must represent itself as an authorized Pegasus sales agent. Dealer may not represent itself as Pegasus or DIRECTV, Inc. in advertising, telephone solicitation or in any documentation provided to customers or prospective customers. Dealer must adhere to all advertising guidelines set forth by Pegasus.
9. Dealer must not engage in any illegal or deceptive activity involving DIRECTV Systems or DIRECTV® programming.

Minimum Performance Standards

These standards govern sales made in Pegasus DIRECTV® territory.

1. Dealer must respond to any customer complaint provided by Pegasus within one (1) business day; resolution of the complaint must be communicated to Pegasus within three (3) business days.
2. Dealer must act in good faith to explain equipment operation, including the remote, and programming availability to customer.
3. Dealer must provide customer with a copy of the Pegasus DIRECTV channel lineup and price guide.
4. Dealer must provide customer with a dealer contact number and business hours.
5. Dealer should provide post-sale customer assistance.