

equal to the excess of (i) the State, territorial, District of Columbia and local income or excess profits tax, and other State, territorial, District of Columbia and local tax imposed upon or measured by income, profits or revenues, payable by, or assessed against, Lessor, over (ii) the sum of (x) the State, territorial, District of Columbia and local income or excess profits tax, and other State, territorial, District of Columbia and local tax imposed upon or measured by income, profits or revenues, which would be payable by Lessor on application to rent hereunder and under the other leases in this paragraph referred to of the principles stated in the ruling of the Internal Revenue Service dated July 7, 1959, and addressed to Leased Stations, Inc., c/o George S. Dillon, Shearman & Sterling & Wright, 20 Exchange Place, New York 5, New York and (y) one-tenth of an amount equal to the Service Rent accrued hereunder and under each other lease heretofore or hereafter entered into by Lessor, as lessor, and Lessee, as lessee, substantially in the form of this Lease during such fiscal year, (C) an amount equal to interest and penalties, if any, on such taxes the liability for the payment of which requires the payment of additional rent under this paragraph, and (D) an amount equal to the Federal, State, territorial, District of Columbia and local income or excess profits tax, and other Federal, State, territorial, District of Columbia and local tax imposed upon or measured by income, profits or revenues, arising from the receipt of the additional rent in this paragraph provided for, *provided, however*, that Lessee shall not be required to pay such additional rent if Lessee shall have paid additional rent under any lease heretofore or hereafter entered into by Lessor, as lessor, and Lessee, as lessee, substantially in the form of this Lease as a result of the liability for the payment of taxes which would otherwise require the payment of such additional rent hereunder.

4. *Service Rent.* Lessee will pay to Lessor additional rent (hereinafter called the "Service Rent") as follows: \$3,514 on August 15, 1961 and \$7,028 on each of October 1, 1961, January 1, 1962 and April 1, 1962 and \$28,112 for each Lease Year thereafter payable in quarter-annual installments of \$7,028 on each July 1, October 1, January 1 and April 1 during the term of this Lease, commencing July 1,