

THE BASIC RENTALS UNDER THIS LEASE HAVE BEEN ASSIGNED TO MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS AGENT, PURSUANT TO THE PROVISIONS OF A SERIES A RENTAL ASSIGNMENT DATED AS OF DECEMBER 1, 1964 BETWEEN CITICO REALTY COMPANY AND MORGAN GUARANTY TRUST COMPANY OF NEW YORK

SERIES A LEASE

LEASE, dated as of December 1, 1964, between CITICO REALTY COMPANY ("Lessor"), a Virginia corporation, and SOUTHERN RAILWAY COMPANY ("Southern"), a Virginia Corporation, THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY ("AGS"), an Alabama corporation, and THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY ("CNOTP"), an Ohio corporation (Southern, AGS and CNOTP are hereinafter collectively referred to as the "Lessees").

WITNESSETH:

Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessees, and the covenants and agreements hereinafter contained to be kept and performed by Lessees, does by these presents demise, lease and let unto Lessees and Lessees by these presents take and hire from Lessor, for the term and upon the conditions hereinafter stated, a two section microwave communication system, section 1, extending between Washington, D. C. and Atlanta, Georgia, and section 2, extending between Cincinnati, Ohio and Atlanta, Georgia through Chattanooga and Knoxville, Tennessee and Birmingham, Alabama, as more particularly described in Schedule A hereto and by reference thereto made a part hereof for all purposes, which is comprised of land, towers, buildings and other structures and microwave and electronic equipment (said lands, towers, buildings and equipment, together with all rights-of-way or uses, servitudes, licenses and easements appurtenant thereto, being herein called the "Communication System"); subject, however, to all liens, encumbrances, rights-of-way or uses, servitudes, licenses, easements, covenants, restrictions, reservations, conditions, agreements, laws, ordinances, rules and regulations now or hereafter burdening or affecting the Communication System or any part thereof or the ownership, occupancy or use thereof.

1. **Term.** Subject to the further provisions hereof, this Lease shall remain in force and effect for a term commencing December 1, 1964, and ending at the close of business on November 15, 1979.

2. **Basic Rental and Additional Rental.** As the basic rental consideration herefor, Lessees covenant to pay to Lessor the basic rentals set forth in Schedule B attached hereto in installments 1 business day prior to the respective dates and in the respective amounts specified in such Schedule B. All such rentals shall be paid to Lessor c/o Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York 10015, Attention: Corporate Trust Department, or at such other place as Lessor from time to time may designate to Lessees in writing.

As additional rent the Lessees covenant to pay, when and as the same shall become due and payable, to the Lessor an amount equal to Lessor's operating and corporate expenses (other than Note Indebtedness), including, without limitation, Lessor's expenses for legal and accounting fees, Lessor's expenses in connection with the issuance of any of its securities (including stamp and other taxes, if any, payable in such connection), Lessor's expenses in connection with this Lease, the Agency Agreement and the other leases and instruments provided for in such Agency Agreement, and the subsequent modification of any of said documents and Lessor's liability for all taxes, including federal, state and other income and excess profits taxes, franchise taxes, property taxes and ad valorem taxes, assessments, impositions or other similar charges levied against the Communication System and the basic rental and additional rental reserved hereunder or any portion thereof, provided, however that such additional rental shall not include amounts equal to any funds chargeable for depreciation, amortization, or losses on retirement.

The obligation of Lessees to pay the basic rental and additional rentals is and shall be deemed the joint and several, absolute, unconditional, independent covenant of each of said Lessees without any

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