

right of set-off for any reason whatsoever and shall not be abated, deferred or diminished on account of loss or destruction of, damage to, by an Act of God or enemy or otherwise, or restriction of the use or occupancy of, or any defect in or loss of title to, the Communication System or portions thereof whether caused as acts of the Lessor or otherwise, or on account of any failure on the part of Lessor to perform any of its obligations hereunder, or by reason of any bankruptcy or similar proceeding involving Lessor or its properties, or for any other similar or dissimilar cause.

This Lease shall be deemed and construed to be a "net lease", and Lessor shall receive, except as otherwise expressly provided herein, all basic rent and all additional rent made by Lessees free from any charges, taxes, assessments, fees, impositions, expenses or deductions of any and every kind or nature whatsoever.

3. Assignment of Lessor's Interest. Lessor may at any time and from time to time assign to any person, firm or corporation ("Assignee"), by way of pledge or otherwise, any or all of the rights (in whole or in part) of Lessor under this Lease and Lessees' obligation to pay any sums so assigned shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any indebtedness or liability at any time owing by the Lessor to any of the Lessees. Lessees' obligation to pay any sums so assigned to any Assignee shall not be modified, abated, reduced or terminated because of any subsequent assignment by the Lessor. Any Assignee may enforce any and all of the terms of this Lease, to the extent so assigned, as though such Assignee had been a party hereto. No action or failure to act on the part of Lessor shall adversely affect or limit any rights of any Assignee. No assignment shall release Lessor from any of its obligations under this Lease or constitute an assumption of any such obligations on the part of any Assignee.

4. Compliance with Law. The Lessees shall, at their sole cost and expense, comply in all material respects with all federal, state, county and municipal statutes, laws, rules, orders, regulations and ordinances affecting the Communication System and the use and operation thereof, including those of the Federal Communications Commission, other than those the validity of which is at the time being contested in good faith by appropriate proceedings promptly initiated and diligently conducted if security for any of the Notes shall not be materially adversely affected thereby.

5. Prohibition Against Liens. The Lessees shall not create or permit to be created or to remain, and will promptly discharge at their sole cost and expense, any liens, encumbrances or charges (other than any lien, encumbrance or charge the validity of which is at the time being contested in good faith by appropriate proceedings promptly initiated and diligently conducted, if security for any of the Notes shall not be materially adversely affected thereby) upon the Communication System or any part thereof or upon the Lessees' leasehold interest therein. The existence of any mechanic's, laborer's, materialman's supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this section 5 if payment is not yet due and payable upon the contract or for the goods or services in respect of which any such lien has arisen.

6. Alterations and Additions. The Lessor may, at any time and from time to time during the term of the Lease make additions to, alterations of, improvements to, substitutions and replacements for, and removals from, the Communication System and the Lessees shall pay as additional rental an amount equal to the cost thereof. The Lessor shall procure all required permits and licenses, except such as Lessees may be required by law or governmental regulation to secure, in connection with any such addition, alteration, improvement, substitution, replacement or removal, and the Lessees shall pay as additional rental an amount equal to the cost thereof.

On or prior to February 1, 1965 the Lessor will acquire from an affiliate or affiliates of the Lessees for not less than \$1,000,000 certain additional communication equipment which shall be included as part of the Communication System and shall be included as part of the property leased under this Lease. The Lessees shall not pay any additional rent for such additional communication equipment, but shall not be entitled to a reduction or abatement of the basic rent payable under this Lease because of the failure of the Lessor to acquire such additional communication equipment.