

6. Landlord agrees to pay promptly when due all taxes and assessments levied or imposed against the lands of Landlord and make all payments under any mortgage affecting the same and in the event Landlord fails to do so, Tenant shall have the right (but not the obligation) to protect its interest hereunder by paying said taxes, assessments, or making such mortgage payments and to deduct any amount so paid from the payment of rent due hereunder.

7. All buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant or its assigns upon the Premises, the right of way and guy anchor locations shall remain personal property of Tenant or its assigns regardless of the manner or mode of attachment and may be removed by Tenant or its assigns at any time during the term of this Lease (including any renewal or extension term) and shall be removed within 60 days thereafter.

8. Landlord agrees that Tenant may peacefully and quietly enjoy the Premises, the right of way and easements granted hereunder subject, however, to the terms, covenants and conditions contained in this Lease. All of the terms, covenants and conditions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and shall be deemed to run with the land.

9. Tenant shall not be deemed in default under this lease until Landlord has given tenant at least 30 days written notice of any default hereunder and Tenant has failed to cure the same within 30 days after receipt of such notice.

10. If (a) at any time within one year from the date hereof, Tenant shall determine that the results of any soil or other engineering tests or microwave path verification studies make the Premises unsuitable for Tenant's purposes, or (b) if Tenant's use of the Premises shall not be permitted by any applicable laws or ordinances, or (c) if Tenant shall be unable to obtain all necessary approvals of the Federal Communications Commission and any state, county and municipal authorities asserting jurisdiction for the installation and operation of a microwave communications system, or if such approvals shall be subsequently revoked or withdrawn, then, in any such event, Tenant shall have the right to cancel this lease upon written notice to Landlord, and upon the exercise of such right by Tenant this Lease shall become null and void and neither party will have any further obligation to the other.

11. Landlord represents to Tenant that Landlord is the owner of the Premises, the right of way and the guy anchor locations, free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the Premises, the right of way and the guy anchor locations for the construction of a microwave tower facility and the operation of a microwave communication system, and that Landlord has the right and authority to execute this Lease and grant such easements. Tenant may after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report is other than as represented herein, or such abstract or title report shall show any liens or encumbrances which do interfere with such use and operation, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost thereof from the payments of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing any title defects.

IN WITNESS WHEREOF, this Lease has been executed as of the year and date first above written.

Martha B. Hunt
Witness

Blende M. Hughes
Landlord

Ludan L. Kewley
Witness

Elizabeth D. Hughes
Landlord

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