

(d) *Compliance with Other Instruments, etc.* The execution, delivery and performance of this Lease will not result in any violation of any term of the charter or the by-laws or regulations of the Lessees, or of any agreement, indenture or other instrument, license, judgment, decree, order, law, statute, ordinance or governmental rule or regulation applicable to the Lessees.

(e) *Governmental Consent, etc.* No consent, approval, order or authorization of, or registration or declaration with, any governmental or public body or authority on the part of the Lessees is required in connection with the valid execution, delivery and performance by the Lessees of the Lease or the carrying out by the Lessees of any of the transactions contemplated hereby.

#### 14. Additional Covenants of Lessees.

(a) *Recordation of Leases, etc.* As promptly as practicable after the execution and delivery of the Lease and any assignment thereof, the Lessees will: (a) record or file the Lease and such assignment, together with any amendments to any such instruments, in such manner and in such places, within each jurisdiction where any portion of the Communication System then subject to the Lease is located, as is then required or permitted in order to establish, protect and preserve the Lease as an interest in the property subject to it and the lien of the Assignment as a first lien on the rents and other sums assigned thereby; (b) pay all taxes, fees and charges in connection with the execution, recordation and filing of all such instruments; and (c) deliver to Lessor an opinion of counsel for the Lessees, satisfactory in scope and form to Lessor and its special counsel, with respect to (i) such recordation or filing, (ii) the payment of such taxes, fees and charges, and (iii) any requirements (specifying the same) for re-recording or re-filing any such instruments. In giving such opinion, counsel for the Lessees may rely as to matters governed by other than federal law on opinions of local counsel provided that signed copies of such opinions of local counsel shall have been furnished to Lessor and such opinion of counsel for the Lessees shall state that each such opinion of local counsel so relied on is satisfactory in scope and form to them and that both Lessor and they are justified in relying thereon as to all matters contained therein.

(b) *Delivery of Financial Statements.* Each Lessee will deliver to the Lessor as soon as practicable after the end of each fiscal year, and in any event within 120 days thereafter, a balance sheet of such Lessee as at the end of each such year and statements of income and surplus for such year, setting forth in each case, in comparative form, the figures for the previous fiscal year, all in reasonable detail, certified by a principal accounting officer of such Lessee, together with a certificate signed by such persons to the effect that the signers have reviewed the relevant terms of this Lease and have made, or caused to be made under their supervision, an adequate review of the transactions and conditions of such Lessee during the fiscal year covered by such financial statements, and that review has not disclosed the existence during such year, nor do either of the signers have knowledge of the existence as of the date of such certificate, of any condition or event which constitutes a default under this Lease, or, if any such condition or event existed or exists, specifying the nature and period of existence thereof.

15. **Joint and Several Obligations of the Lessees.** All of the obligations of the Lessees under this Lease shall be joint and several.

16. **Unlawful Provisions.** Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall not make ineffective any other provision of this Lease. To the full extent, however, that the provisions of any such applicable law may be waived, they are hereby waived by the Lessees to the end that this Lease be deemed to be a valid and binding agreement enforceable in accordance with its terms.

17. **Notices.** Demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or delivered to a post office, postage prepaid, or to a telegraph office, charges prepaid, addressed, in the case of the Lessor, to Box 1808, Washington, D. C. 20013, and in the case of the Lessees, to Box 1808, Washington, D. C. 20013, or to such other address or addresses as the Lessor or the Lessees may specify from time to time for the purposes hereof.