

EXHIBIT "B"

Part 2

Exhibit B

ENVIRONMENTAL REMEDIATION WORK ("ERW")

1. The ERW shall be performed in accordance with the "Final Draft Manual and Specifications for Lead Contaminated Dust Abatement Project, 123 Felton Street, Marlborough Massachusetts," prepared for Oxford Engineers and Consultants Inc., by URS Corporation, dated July 25, 2001 ("*Project Manual*").

2. The respective parties' technical representatives shall coordinate on the schedule for completing all Clearance Sampling of the individual work areas. The Owner representative shall provide notice to the Tenant's technical representative a minimum of 24 hours prior to completing any Clearance Sampling.

3. The Owner shall conduct a Pre-Abatement Sampling Program ("*PASP*") at the building. The *PASP* shall include, unless otherwise agreed to by the respective parties' technical representatives:

a. Four (4) additional wipe samples of the horizontal surfaces in the Executive Area and three (3) additional wipe samples of the horizontal surfaces in the Connector Section;

b. Approximately 33 additional wipe samples on each of the Underside of the Roof Deck and the Vertical Members of the Roof Support Structure, using the same grid as previously agreed to for the performance of the initial screening completed in February 2001.

The respective technical representatives shall coordinate and agree on the location of each of the samples. The sample results will be evaluated using the Clearance Sampling criteria set forth in the Project Manual. The respective technical representatives shall agree upon the scope of any remediation or additional testing required based on the test results.

4. The Owner shall provide to the Tenant proof of insurance satisfactory to the Tenant by certificates of insurance or other satisfactory evidence from each of the contractors performing the ERW. Owner shall require such contractors to assure that such insurance is maintained in full force and effect throughout the duration of the ERW.

5. The time schedule for the ERW shall be the schedule as set forth in the Project Manual, adjusted as follows:

(i) The order of commencement and completion of ID Numbers 8 and 9 (Task 2B) and ID Numbers 10 and 11 (Task 2C) are reversed such that ID Numbers 10 and 11 (Task 2C) shall be commenced on Friday, August 24, 2001, ID Number 11 (Task 2C Granite) shall be completed on Saturday, September 1,

Execution

2001, ID Numbers 8 and 9 (Task 2B) shall be commenced on Wednesday, September 5, 2001, and ID Number 9 (Task 2B Granite) shall be completed on Thursday, September 13, 2001;

(ii) ID Numbers 12 and 13 (Task 3) shall be commenced and completed following the completion of ID Numbers 20 and 21 (Task 4D), rather than following completion of ID Number 11 (Task 2C) such that ID Numbers 12 and 13 (Task 3 Dec-Tam and Granite) shall be commenced on Sunday, October 21, 2001 and ID Number 13 (Task 3 Granite) shall be completed on Saturday, November 3, 2001;

(iii) ID Numbers 14 and 15 (Task 4A) shall be commenced on Saturday, September 15, 2001 and ID Number 15 (Task 4A Granite) shall be completed on Saturday, September 22, 2001;

(iv) ID Numbers 16 and 17 (Task 4B) shall be commenced on Monday, September 24, 2001 and ID Number 17 (Task 4B Granite) shall be completed on Monday, October 1, 2001;

(v) ID Numbers 18 and 19 (Task 4C) shall be commenced on Wednesday, October 3, 2001 and ID Number 19 (Task 4C Granite) shall be completed on Wednesday, October 10, 2001;

(vi) ID Numbers 20 and 21 (Task 4D) shall be commenced on Friday, October 12, 2001 and ID Number 21 (Task 4D Granite) shall be completed on Friday, October 19, 2001;

(vii) ID Number 22 (Project Finish) shall occur on Saturday, November 3, 2001; and

(viii) upon Landlord's request, review and consult with Landlord, and reasonably cooperate with Landlord and Landlord's consultants, agents, contractors and engineers, to combine Item Numbers 20 and 21 (Task 4D) with the Environmental Remediation of the auditorium section of Containment Area 3, and make appropriate immaterial revisions to the Agreed Schedule based upon such request by Landlord.

Execution

Exhibit C

COPY OF MARCH 29, 2001 LETTER AND ACCOMPANYING INDEX OF ENCLOSURES

Pepper Hamilton LLP
Attorneys at Law

3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103-2799
215.981.4000
Fax 215.981.4750

215.981.4788
swettm@pepperlaw.com

March 29, 2001

VIA HAND DELIVERY


Christopher W. Boyle, Esquire
Drinker Biddle & Reath, LLP
One Logan Square
Eighteenth and Cherry Streets
Philadelphia, PA 19103

RE: 123 Felton Street

Dear Chris:

Enclosed is the documentation you have requested concerning environmental conditions at 123 Felton Street, Marlborough, MA together with an index listing same.

Very truly yours,



Matthew J. Swett

MJS/sm

Enclosures

cc: Felton Street Associates Limited Partnership

Philadelphia Washington, D.C. Detroit New York Pittsburgh
~~PHILADELPHIA #1061566-1 (MAY01.DOC)~~
Berwyn Cherry Hill Harrisburg Princeton Tysons Corner Wilmington

INDEX

1. March 1, 2001 facsimile from SCILAB to Bruce Hoskins at URS Corporation ("URS") and Richard Almquist at Oxford and Consulting, Inc. ("Oxford") attaching March 1, 2001 Laboratory Reports;
2. Floor Plan for Felton Street, Marlborough, MA prepared by Oxford dated March 7, 2001;
3. Space Plan, undated;
4. March 14, 2001 letter from Bruce Hoskins at URS to Kevin Walsh, Esquire at Pepper Hamilton re: Requested Documents;
5. March 14, 2001 letter from Bruce Hoskins at URS to Richard Almquist at Oxford re: Acceptable Lead Levels for Interior surfaces with attachments;
6. January 16, 2001 facsimile from Richard Almquist at Oxford to Bruce Hoskins at URS attaching letter from Harry Cherken, Jr., Esquire at Drinker Biddle & Reath ("Drinker") to Kevin Walsh, Esquire at Pepper Hamilton re: High Ridge Business Center;
7. LEAD by Flame AAS, Method 7082, Issue 2, Full Evaluation, Issue 1 dated February 15, 1984, Issue 2 dated August 15, 1994;
8. LEAD in Surface Wipe Samples, Method 9100, Issue 1, Partial Evaluation, Issue 1 dated August 15, 1994,
9. February 15, 2001 facsimile from Jim Fitzgerald at ERM to Chris Boyle at Drinker attaching letter re: Lead Sampling Program.
10. December 19, 2000 facsimile to Bruce Hoskins at URS attaching letter dated November 20, 1998 from Harley B. Kaplan at Koehler-Bright Star, Inc. ("Koehler") to Richard Almquist at Oxford re: Former Koehler Manufacturing Company Facility – Decommissioning/Decontamination;
11. December 19, 2000 facsimile to Bruce Hoskins at URS attaching November 19, 1998 Laboratory Analysis Report from Thomas Halverson at Spectrum, Project Number 111698-300432;
12. January 4, 2000 facsimile from Richard Almquist to Jonathan Spergel at Manko, Gold & Katcher ("MGK") and Bruce Hoskins at URS attaching letter from Harry Cherken, Jr., Esquire at Drinker to Felton Street Associates Limited Partnership re: High Ridge Business Center;
13. Handwritten notes re: Pegasus 123 Felton Street, total of 9 pages,

14. Massachusetts Contingency Plan Phase I Limited Site Investigation Volume I prepared by Baker Environmental, Inc. for Koehler dated November, 1992;
15. Massachusetts Contingency Plan Phase I Limited Site Investigation Volume II prepared by Baker Environmental, Inc. for Koehler dated November 1992;
16. June, 1998 Phase I Environmental Site Assessment of Koehler prepared by Oxford, Job Number OPG98014;
17. GeoTechnical Engineering Report Proposed Building Addition prepared by GZA GeoEnvironmental, Inc. for Oxford, dated June, 1999, File number 15765.00;
18. November 9, 1998 letter from Richard Almquist at Oxford to Matt Swett, Esquire at Adelman Lavine Gold and Levin re: Former Koehler Manufacturing Facility;
19. November 20, 1998 letter from Harley B. Kaplan at Koehler to Richard Almquist at Oxford re: Former Koehler Manufacturing Company Facility – Decommissioning/Decontamination;
20. February 8, 1999 facsimile from Tara Woodward to Arthur Bouley attaching February 4, 1999 letter from Priscilla Ryder at the City of Marlborough Conservation Commission to Tara Woodward re: DEP 212-728; Order of Conditions & Site Plan Review Requirements;
21. October 29, 1996 Receipt of Documents from Mark Matys at the Commonwealth of Massachusetts Executive Office of Environmental Affairs Department of Environmental Protection to Lawrence Moody at Manufacturing re: CRWSC – Marlborough;
22. Massachusetts Department of Environmental Protection Bureau of Waste Site Cleanup Bill of Lading Release Tracking Number 2-0655;
23. Massachusetts Department of Environmental Protection Bureau of Waste Site Cleanup Response Action Outcome (RAO) Statement & Downgradient Property Status Transmittal Form Release Tracking Number 2-0655;
24. July 22, 1994 letter from John Wiseman at ENSR Consulting and Engineering (“ENSR”) to Lawrence Moody at Koehler re: Tank Excavation and Sampling;
25. September 23, 1994 letter from John Wiseman at ENSR to Lawrence Moody at Koehler Manufacturing Company re: Soil Disposal Cost Estimate;
26. July 2, 1991 Report of Analysis from Robert E. Bentley at CleanHarbors Environmental Engineering Corporation to Walter Powell Koehler, Project: Well Sampling.

27. February 7, 1996 letter from Thomas Bochart at MEIE to Lawrence Moody at Koehler re: Asbestos;
28. January 29, 1997 letter with attachments from Michael D. Plante at ATC Associates, Inc. ("ATC") to Cynthia Ranburg at Koehler Manufacturing Company re: PLM Bulk Sample Results, ATC Project Number 41825-0001;
29. March 30, 1993 letter from William C. Brandon and Frank W. Lilley at Baker Environmental to Richard Mitchell at Koehler re: CRWSC – Site Number 2-0655 enclosing a draft Work and Cost Plan for Focussed Assessment and Remedial Options;
30. July 12, 1994 facsimile from Ed Brady at Franklin Environmental Services, Inc. to Walter S. Powell at Koehler attaching letter and quotation re: Soil Excavation;
31. November 6, 1998 facsimile from Tara Woodward to Richard Almquist at Oxford attaching facsimile from Priscilla Ryder at the City of Marlborough Conservation Commission to Tara Woodward attaching Notice of Intent, Appendix G: DEP Field Data Form and Instructions, Notice of Intent Fee Transmittal Form, Wetlands Filing Fee Calculation Worksheet, Legal Notice in Marlborough Enterprise or Middlesex News and Affidavit of Service Forms;
32. May 27, 1998 facsimile from Cynthia Ramberg at Koehler to Richard Almquist at Oxford attaching Revet Environmental & Analytical Laboratories Report;
33. April 9, 1999 Project Correspondence from Richard Almquist at Oxford to Richard Heany and Steve Spaeder re: Environmental Overview;
34. July 1, 1999 letter from Richard Almquist at Oxford to Greg Clark at Alexandra Construction Company re: Laboratory Analysis for Sample of Water from an Underground Storage Tank;
35. June 2, 1999 letter from Paul Morin at Alexandra Construction to Richard Almquist at Oxford re: Removal of Lead or Acid Bearing Waters;
36. June 14, 1999 Project Narrative prepared by Laurel Stoddard and Eric Baanante at ESS Laboratory for TMC Services, ESS Project ID 99060082;
37. December 6, 1995 letter from Robert K. Cleary at ENSR to Lawrence Moody at Koehler re: Outline of Work Needed to File Response Action Outcome Statement;

38. January 4, 1996 facsimile from Robert K. Cleary at ENSR to Lawrence Moody at Koehler Manufacturing Company attaching letter to Richard L. Mitchell at Koehler re: Options for Managing Remediated Soil and Filing Response Action Outcome Statement;
39. Draft Real Estate Sale Contract dated March 10, 1998;
40. January 15, 2001 facsimile from Sebastian Ferrer to Mike Trio and Michael Bowker at Momenee and Associates, Inc. attaching Lead Data from ProScience Analytical Services, Inc.
41. December 27, 1993 letter from Lawrence J. Moody at Koehler to Edmond G. Benoit at the Department of Environmental Protection re: CRWSC-Site Number 2-0655;
42. December 10, 1992 Waiver Application Notification from Daniel J. Hannon at the Department of Environmental Protection to Richard L. Mitchell at Koehler;
43. June 11, 1991 Notice of Responsibility from Edmond G. Benoit at the Department of Environmental Protection to Cynthia Ramberg at Koehler with attachment;
44. January 25, 1993 letter from Edmond G. Benoit at the Department of Environmental Protection to Richard L. Mitchell at Koehler re: CRWSC Site Case Number 2-0655;
45. September 17, 1991 letter and Site Status Update from Richard L. Mitchell at Koehler to Edmond G. Benoit at the Department of Environmental Protection;
46. August 25, 1992 letter from Richard L. Mitchell at Koehler to Nicholas Child at the Massachusetts Department of Environmental Protection re: Site No. 2-0655;
47. January, 1995 Final Report of the On-Site Retek Treatment/Recycling of Lead Contaminated Soil prepared by United Retek Corporation for Koehler;
48. December 24, 1992 Waiver Approval from Edmond G. Benoit at the Department of Environmental Protection to Richard L. Mitchell at Koehler with attachment;
49. June, 1996 Response Action Outcome Statement & Report DEP RTN # 2-0655 prepared by ENSR Consulting and Engineering for Koehler Manufacturing, Inc., Document number 4077001-206;
50. July 7, 1994 letter from Frank W. Lilley at ENSR to Edmond Benoit at the Department of Environmental Protection re: DEP Waiver of Approval: Interim Measure Plan, ENSR Document number 533-FWL-388;

51. November 25, 1998 Storm Water Management & Calculations prepared by Bouley Brothers;
52. November 9, 1995 from Lawrence Moody at Koehler to the Bureau of Waster Site Cleanup re: Response Action Outcome (RAO) Statement: Lead Impacted Soil;
53. June, 1998 Response Action Outcome Statement and Report prepared by ENSR for Koehler, Exhibit B;
54. February 15, 1991 letter with enclosure from Cynthia Ramberg at Koehler to Steven Cooperman at DEP re: Notice of Responsibility IR # C90-757;
55. February 6, 1991 letter from Philip J. Gowaski and Dana A. Simpson at CleanHarbors to Cynthia Ramberg at Koehler re: Emergency Response Measure.

SECOND AMENDMENT TO LEASE

~~February~~ ^{January} ~~1~~ ¹, 2002 (the "*Effective Date*"), between FELTON STREET ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "*Landlord*"), party of the first part, and PEGASUS SATELLITE TELEVISION, INC., a Delaware corporation (the "*Tenant*"), party of the second part.

BACKGROUND

A. Landlord and Tenant entered into a Lease dated February 25, 2000 (the "*Original Lease*") for the 8.02 acre tract of land located at 123 Felton Street, Marlborough, Massachusetts, together with the Building located thereon known as the High Ridge Business Center, and all of the appurtenances thereto (collectively, the "*Property*"). The Original Lease was amended by First Amendment to Lease dated as of August 31, 2001 (the "*First Amendment*") and together with the Original Lease, the "*Lease*").

B. In connection with Tenant's due diligence at the Property, certain questions have arisen with respect to the environmental condition of the Property, and Landlord and Tenant have agreed to a thirty (30) day extension of all dates applicable to the Purchase Option to allow Tenant to complete its due diligence.

TERMS

NOW, THEREFORE, incorporating the foregoing Background in this Second Amendment by this reference, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

A. **Lease Amendment.** The Lease is amended as follows:

1. The "*Outside Exercise Rescission Date*" (as defined in Paragraph A.10(i) of the First Amendment) shall be the date that is seventy-five (75) days after the date of the Exercise Notice.

2. The "*Closing Date*" (as defined in Paragraph A.10(h) of the First Amendment) shall be the date that is ninety (90) days after the date of the Exercise Notice.

B. **Testing.**

1. Prior to the Tenant's installation of groundwater monitoring wells at the Property, the Tenant and Landlord will mutually agree to a protocol for the installation of the new wells and the methods of groundwater sampling.

PHRF19173332

C. Miscellaneous Provisions.

1. **Binding Effect.** This Second Amendment is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except as set forth in the preceding sentence, there are no third-party beneficiaries of this Second Amendment, either express or implied.
2. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. A facsimile transmission of an executed counterpart shall constitute delivery of an original.
3. **Memorandum of Lease.** Tenant shall be entitled, at Tenant's sole cost and expense, to record a memorandum of the Original Lease, as amended by the First and Second Amendments, in the public records of Middlesex County, Massachusetts, and Landlord agrees to cooperate with Tenant, including the execution of documents and instruments, as may be required, in that regard, all at no cost to Landlord.
4. **Facsimile Signatures.** Facsimile signatures are valid to bind the Parties to this Second Amendment, provided each Party, promptly following request of the other Party, shall deliver to the requesting Party a counterpart of this Second Amendment originally executed in ink.
5. **Conflicts; Inconsistencies.** If there shall be any conflict with or inconsistency between the provisions of this Second Amendment and those of the Lease, the provisions of this Second Amendment shall control.

PHBF10175352

FROM DB&R

(FRI) 2. 1'02 19:15/ST. 19:15/NO. 4260505676 P. 5

IN WITNESS WHEREOF, the Parties have executed this Second Amendment, under seal, as of the date first above written.

LANDLORD:

FELTON STREET ASSOCIATES
LIMITED PARTNERSHIP

By: Felton Street Associates, L.L.C.,
its General Partner

By: _____

TENANT:

PEGASUS SATELLITE TELEVISION,
INC.

By: Scott A. Blake
Scott A. Blake, SUP

[Corporate Seal]

PHBF13175330

IN WITNESS WHEREOF, the Parties have executed this Second Amendment, under seal, as of the date first above written.

LANDLORD:

**FELTON STREET ASSOCIATES
LIMITED PARTNERSHIP**

By: Felton Street Associates, L.L.C.,
its General Partner

By: _____

TENANT:

**PEGASUS SATELLITE TELEVISION,
INC.**

By: _____

[Corporate Seal]

PHBF1317533V2

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "*Second Amendment*"), dated as of March 18, 2002 (the "*Effective Date*"), between **FELTON STREET ASSOCIATES LIMITED PARTNERSHIP**, a Massachusetts limited partnership (the "*Landlord*"), party of the first part, and **PEGASUS SATELLITE TELEVISION, INC.**, a Delaware corporation (the "*Tenant*"), party of the second part.

BACKGROUND

A. Landlord and Tenant entered into a Lease dated February 25, 2000 (the "*Original Lease*") for the 8.02 acre tract of land located at 123 Felton Street, Marlborough, Massachusetts, together with the Building located thereon known as the High Ridge Business Center, and all of the appurtenances thereto (collectively, the "*Property*"). The Original Lease was amended by First Amendment to Lease dated as of August 31, 2001 (the "*First Amendment*") and Second Amendment to Lease dated February 1, 2002 (together with the Original Lease and First Amendment, the "*Lease*").

B. Landlord and Tenant have agreed to a thirty (30) day extension of all dates applicable to the Purchase Option.

TERMS

NOW, THEREFORE, incorporating the foregoing Background in this Third Amendment by this reference, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

A. **Lease Amendment.** The Lease is amended as follows:

1. The "*Outside Exercise Rescission Date*" (as defined in Paragraph A.10(i) of the First Amendment) shall be April 17, 2002.
2. The "*Closing Date*" (as defined in Paragraph A.10(h) of the First Amendment) shall be May 2, 2002.
3. The parties agree to proceed with due diligence and good faith to negotiate a mutually agreeable Agreement of Sale for the Property by April 5, 2002.

B. **Miscellaneous Provisions.**

1. **Binding Effect.** This Third Amendment is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except as set forth in the

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preceding sentence, there are no third-party beneficiaries of this Third Amendment, either express or implied.

2. **Counterparts.** This Third Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. A facsimile transmission of an executed counterpart shall constitute delivery of an original.

3. **Memorandum of Lease.** Tenant shall be entitled, at Tenant's sole cost and expense, to record a memorandum of the Original Lease, as amended by the First, Second and Third Amendments, in the public records of Middlesex County, Massachusetts, and Landlord agrees to cooperate with Tenant, including the execution of documents and instruments, as may be required, in that regard, all at no cost to Landlord.

4. **Facsimile Signatures.** Facsimile signatures are valid to bind the Parties to this Third Amendment, provided each Party, promptly following request of the other Party, shall deliver to the requesting Party a counterpart of this Third Amendment originally executed in ink.

5. **Conflicts; Inconsistencies.** If there shall be any conflict with or inconsistency between the provisions of this Third Amendment and those of the Lease, the provisions of this Third Amendment shall control.

PHBF13198212

IN WITNESS WHEREOF, the Parties have executed this Third Amendment, under seal,
as of the date first above written.

LANDLORD:

FELTON STREET ASSOCIATES
LIMITED PARTNERSHIP

By: Felton Street Associates, L.L.C.,
its General Partner

By: *Felton Street Associates*

TENANT:

PEGASUS SATELLITE TELEVISION,
INC.

By: _____

[Corporate Seal]

PHBF13198212

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "*Fourth Amendment*"), dated as of April 16, 2002 (the "*Effective Date*"), between **FELTON STREET ASSOCIATES LIMITED PARTNERSHIP**, a Massachusetts limited partnership (the "*Landlord*"), party of the first part, and **PEGASUS SATELLITE TELEVISION, INC.**, a Delaware corporation (the "*Tenant*"), party of the second part.

BACKGROUND

A. Landlord and Tenant entered into a Lease dated February 25, 2000 (the "*Original Lease*") for the 8.02 acre tract of land located at 123 Felton Street, Marlborough, Massachusetts, together with the Building located thereon known as the High Ridge Business Center, and all of the appurtenances thereto (collectively, the "*Property*"). The Original Lease was amended by First Amendment to Lease dated as of August 31, 2001 (the "*First Amendment*"), Second Amendment to Lease dated February 1, 2002 (the "*Second Amendment*") and Third Amendment to Lease dated March 18, 2002 (collectively with the Original Lease and First and Second Amendments, the "*Lease*").

B. Landlord and Tenant have agreed to an extension of all dates applicable to the Purchase Option.

TERMS

NOW, THEREFORE, incorporating the foregoing Background in this Fourth Amendment by this reference, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

- A. **Lease Amendment.** The Lease is amended as follows:
1. The "Outside Exercise Rescission Date" (as defined in Paragraph A.10(i) of the First Amendment) shall be May 6, 2002.
 2. The "Closing Date" (as defined in Paragraph A.10(h) of the First Amendment) shall be May 17, 2002.
- B. **Miscellaneous Provisions.**
1. **Binding Effect.** This Fourth Amendment is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except as set forth in the preceding sentence, there are no third-party beneficiaries of this Fourth Amendment, either express or implied.

2. **Counterparts.** This Fourth Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. A facsimile transmission of an executed counterpart shall constitute delivery of an original.

3. **Memorandum of Lease.** Tenant shall be entitled, at Tenant's sole cost and expense, to record a memorandum of the Original Lease, as amended by the First, Second, Third and Fourth Amendments, in the public records of Middlesex County, Massachusetts, and Landlord agrees to cooperate with Tenant, including the execution of documents and instruments, as may be required, in that regard, all at no cost to Landlord.

4. **Facsimile Signatures.** Facsimile signatures are valid to bind the Parties to this Fourth Amendment, provided each Party, promptly following request of the other Party, shall deliver to the requesting Party a counterpart of this Fourth Amendment originally executed in ink.

5. **Conflicts; Inconsistencies.** If there shall be any conflict with or inconsistency between the provisions of this Fourth Amendment and those of the Lease, the provisions of this Fourth Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment, under seal,
as of the date first above written.

LANDLORD:

**FELTON STREET ASSOCIATES
LIMITED PARTNERSHIP**

By: Felton Street Associates, L.L.C.,
its General Partner

By: _____

TENANT:

**PEGASUS SATELLITE TELEVISION,
INC.**

By: _____

[Corporate Seal]