

having power of eminent domain, and the Lessees shall pay all costs and expenses incurred by Lessor and Lessees in connection with any such condemnation or sale. Lessees shall have the right and option to require Lessor to reinvest the net proceeds of any such condemnation or sale in other properties of a similar character and of at least equal value, which properties shall thereupon become subject to this Lease. From time to time after the acquisition of any such properties Lessees and Lessor will execute, deliver and record or file such amendments to this Lease and other appropriate instruments as reasonably may be requested by either of them or by any Assignee in order further to assure Lessor's title to such properties and the subjection thereof to this Lease. Lessor shall have the right to sell any portion of the Communication System to any government, governmental agency or corporation having the power of eminent domain, whenever condemnation thereof is threatened. The rentals and other sums payable hereunder shall not be abated, deferred or diminished on account of any act, proceeding, sale or conveyance provided for in this paragraph, or on account of a failure or partial failure of title to the Communication System or any portion thereof.

**12. Default Provisions and Termination.** If, during the continuance of this Lease or any extension thereof, one or more of the following events shall occur:

(a) default shall be made in the payment of any part of the basic rental or additional rental and such default shall continue for 5 business days after such sum is due;

(b) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessees contained herein and such default shall continue for 30 days after notice from the Lessor to the Lessees specifying the default and demanding that the same be remedied;

(c) any representation or warranty of the Lessees hereunder shall prove to be untrue in any material respect on the date as of which made or reaffirmed;

(d) a decree or order by a court having jurisdiction in the premises shall have been entered

(1) adjudging any of the Lessees a bankrupt or insolvent,

(2) approving as properly filed a petition seeking reorganization of any of the Lessees under the Bankruptcy Act or any other State or Federal law, except a petition filed under Section 20b of the Interstate Commerce Act (or any similar law enacted hereafter) which does not seek any adjustment or impairment of any obligations of such Lessee contained in this Lease,

(3) for the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of any of the Lessees or of its property or any substantial portion of its property, or

(4) for the winding up or liquidation of the affairs of any of the Lessees,

and within 30 days thereafter the obligations of such Lessee hereunder shall neither have been assumed pursuant to a decree or order of such court by the receiver or trustee in such proceedings nor otherwise have been given, pursuant to a decree or order of such court, a status comparable to that of obligations incurred by a receiver in bankruptcy or insolvency proceedings;

then, in any such case the Lessor, at its option may exercise any one or more of the following remedies:

(i) Lessor may terminate this Lease by giving to the Lessees notice of Lessor's intention so to do, in which event the term of this Lease shall end, and all right, title and interest of the Lessees hereunder shall expire on the date stated in such notice which shall not be less than 10 days after the date of the notice by Lessor of its intention so to terminate;

(ii) Lessor may terminate the right of the Lessees to possession of the Communication System by giving notice to Lessees that Lessees' right of possession shall end on the date stated in such notice which shall not be less than 10 days from the date of such notice, whereupon the right of the Lessees to the possession of the Communication System or any part thereof shall cease on the date stated in such notice;