- (e) The term "Company", as used in this paragraph, shall include not only Company specifically named in the first sentence of this agreement, but also all of the corporate affiliates of Company so named.
- 8. If the whole or any substantial part of the premises occupied by Licensees hereunder shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event this agreement shall terminate upon the date of title vesting in such eminent domain proceeding and licensees shall have no claim for the value of any unexpired period of this agreement, nor for any expense which may be incurred by Licensees as a result of such termination.
- 9. Company may terminate this agreement at any time by sixty (60) days' written notice to Licensees of election so to do, and if Licensees shall violate any covenant herein, Company may terminate this agreement by ten (10) days' written notice to Licensees of election so to do; service of such notice to be made either (a) by delivering a copy of the notice to Licensees, or (b) by mailing the same to or leaving it at the last known address of Licensees and posting in any conspicuous place upon said premises. At or before the expiration of the time limited by any termination notice given hereunder, Licensees will vacate said premises of Company, remove all property (including structures, if any) of Licensees therefrom, and surrender possession of said premises to Company in as good condition as they were in prior to construction or placing of said property thereupon, and, in default thereof, Company may, in addition to any other legal remedy it may have, at its election (a) remove the property of Licensees from and restore the condition of said premises of Company, at the expense of Licensees, or (b) take possession of any property so left on said premises by Licensees, and dispose of same as Company may see fit, without liability to Licensees or any other person, any such property so possessed or disposed of by Company to be liquidated damages for failure of Licensees to remove such property and restore the condition of said premises. This paragraph shall survive the termination or expiration of this agreement.
- 10. This agreement shall take effect as of the $\frac{24^{12}}{2}$ day of $\frac{DECEMBER}{2}$, 1974.