

7. **Casualty.** The Lessor shall rebuild, replace or repair any destruction or damage to the Communication System and the Lessees shall pay as additional rental an amount equal to the cost thereof less any insurance proceeds received by the Lessor pursuant to section 10(b).

8. **Maintenance and Repair.** During the term of this Lease, the Lessor will keep in effect a maintenance contract with a qualified organization approved by Lessees obligating such organization to keep the Communication System in good working order and to make all necessary adjustments and repairs. The Lessor's sole obligation with respect to the condition, fitness for use or maintenance of the communication equipment shall be to pay the maintenance charges necessary to keep such maintenance contract in full force and effect and the Lessees will be entitled to no abatement or reduction of rent hereunder by virtue of any condition, unfitness for use or lack of proper maintenance of, or damage caused by, the Communication System, nor may the Lessees otherwise hold the Lessor liable by virtue of any such condition, unfitness for use, lack of maintenance or damage. The Lessees agree to pay as additional rental an amount equal to the cost of keeping such maintenance contract in full force and effect. All maintenance and repair of the Communication System not covered by such maintenance contract shall be performed by the Lessor and the Lessees shall pay as additional rental an amount equal to the cost thereof.

9. **Operation.** Lessees shall have the exclusive use of said Communication System and shall have the responsibility to see that the operation thereof is conducted in accordance with the requirements of the Federal Communications Commission at all times during the term of this agreement. Except as may be necessary in connection with its maintenance obligation under section 8, Lessor shall not use or operate said Communication System.

Since the Lessees are responsible to the Federal Communications Commission in accordance with the terms of the licenses heretofore or hereafter to be issued to them, each Lessee, as to that portion of the Communication System licensed to it by the Federal Communications Commission, shall have the right, hereby granted to it, to enter upon the property of Lessor at any time or from time to time during the term of this Agreement for the purpose of checking upon the operation of and inspecting the Communication System.

10. **Indemnification and Insurance.**

(a) Lessees will protect, indemnify and save harmless Lessor and any Assignee from and against: (i) any and all liability, damage, expense, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from injury to persons or property on any part of the Communication System or in any manner growing out of or connected with the use and occupancy of the Communication System or resulting from the condition of the Communication System during the term of this Lease, and (ii) any liability for violation of conditions, agreements, restrictions, laws, ordinances, rules or regulations affecting the Communication System or the ownership, occupancy or use thereof.

(b) Lessor will carry, during the term of this Lease, insurance under valid and enforceable policies issued by insurers of recognized responsibility containing a loss stipulation clause whereby any loss shall be payable to Lessor or Lessees as their interests may appear, whereunder the Communication System shall be adequately insured against fire, explosion, and windstorm, and such other risks as now or later may customarily be insured against to protect property used in the business of providing communication services; and the Lessees shall pay as additional rental an amount equal to the cost of such insurance. Lessors shall use the entire proceeds paid to them under any insurance policies referred to in this paragraph 10(b) to repair or replace the damaged property unless there shall exist a default under section 12 in which event such proceeds shall be paid to the Lessor and held by the Lessor as security for the obligations of the Lessees under this Lease until such time as such default is cured.

11. **Eminent Domain.** Lessor shall be entitled to receive the net proceeds of any portion of the Communication System condemned by, or sold to, any government, governmental agency or corporation