

(iii) Lessor may enforce the provisions of this Lease and may enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or an injunction against violating any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

If Lessor exercises either of the remedies provided for in subparagraphs (i) or (ii) above, Lessor may then or at any time thereafter re-enter and take complete and peaceful possession of the Communication System, with or without process of law, and may remove all persons therefrom, and in any such event Lessees will peaceably and quietly yield up and surrender the Communication System to Lessor.

If Lessor terminates the right of possession as provided in subparagraph (ii) above, Lessor may re-enter and take possession of the Communication System (including possession of any and all equipment and apparatus thereon), may remove all or any portion of the equipment, and may sublet or re-let the Communication System or any part thereof from time to time for all or any part of the unexpired term hereof, or for a longer or shorter period, and Lessor may collect the rents from such re-letting or subletting and apply the same, first, to the payment of the expense of re-entry and re-letting or subletting (including any expenses incurred in preparing the Communication System or any portion thereof for such re-letting or subletting), and, secondly, to the rentals herein provided to be paid by the Lessees, and in the event that the proceeds of such re-letting or subletting are not sufficient to pay in full the foregoing, Lessees shall remain and be liable therefor, and Lessees will pay the amount of any such deficiency from time to time and Lessor may at any time and from time to time sue and recover judgment for any such deficiency or deficiencies.

In the event of the termination of this Lease by Lessor as provided for by subparagraph (i) above, Lessor shall be entitled to recover from the Lessees all the rentals accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by the Lessees, or for which the Lessees are liable or in respect of which the Lessees under any of the provisions hereof have agreed to indemnify Lessor, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees incurred by Lessor in the enforcement of its rights and remedies hereunder, and in addition Lessor shall be entitled to recover as liquidated damages and not as a penalty, an aggregate sum which at the time of such termination represents (a) the excess, if any, of the then present worth of the aggregate rents which would have accrued for the balance of the term over the then present worth of the then aggregate fair rental value of the Communication System for the balance of such applicable term, such present worth to be computed in each case on the basis of a 4% per annum discount, from the respective dates upon which such rentals would have been payable hereunder had this Lease not been terminated, and (b) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Lessor shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of rent.

13. Representations and Warranties of Lessees. The Lessees represent and warrant that:

(a) *Organization, Standing, etc.* Each Lessee is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform this Lease.

(b) *Qualification.* Each Lessee is duly qualified or licensed and in good standing as a foreign corporation duly authorized to do business in each jurisdiction (other than its state of incorporation) wherein any portion of the Communication System which it operates or controls is located.

(c) *Litigation, etc.* There is no action, proceeding or investigation pending or, to the best knowledge of the Lessees, threatened (or any basis therefor) which questions the validity of the Lease, or any action taken or to be taken pursuant hereto or thereto, or which might result in any material adverse change in the business, prospects or condition of the Lessees.