

has been made with respect to any machines hereby leased, this Agreement supersedes such prior agreement. If Whitin shall assign this Lease, all calculations and determinations necessary at any time for the purpose of carrying out the provisions of sub-paragraph (b) of Paragraph 2 and for the purpose of carrying out the provisions of the proviso to the first sentence of sub-paragraph (e) of Paragraph 2 shall be made as of a settlement date to be agreed upon by Whitin and the Lessee, which date shall not be prior to (i) the relative insurance recovery or recoveries, (ii) settlement of the applicable discount adjustment for prepayments or (iii) settlement of the allocation of rents between the destroyed or damaged machinery and the balance of the leased machinery pursuant to sub-paragraph (f) of Paragraph 2; and any refund, if (A) of said sub-paragraph (b) applies, or any payment, if (B) of said sub-paragraph (b) applies, shall be made on said settlement date. The Lessee further agrees with such lender or lenders, in consideration and as inducement as aforesaid, that in case the leased machinery or any part thereof shall be destroyed by fire or otherwise or shall be damaged from any cause, the Lessee nevertheless shall continue to pay the full rent hereunder during the balance of the term of this lease, whether or not Whitin shall replace, restore or repair the same and put the same in good and efficient working order and condition, unless and until a settlement date shall have been fixed as aforesaid for the purposes of sub-paragraph (b) or sub-paragraph (e) of Paragraph 2 and such settlement date shall have been reached; and in case of any such destruction or damage, the assignee or assignees shall have no obligation to take any action to recover or settle any relative insurance but may in its or their discretion do so, and the assignee or assignees shall not be liable to the Lessee by reason of any failure or delay in taking any action to recover or settle such insurance or by reason of any settlement made by the assignee or assignees in good faith, nor shall any payment to be made to the assignee or assignees pursuant to this Agreement be reduced by reason thereof.

11. USE OF LEASED MACHINERY DURING LIFE OF THIS LEASE

The Lessor covenants and agrees that the Lessee shall and may, so long as all rental payments are made as and when due and all other covenants of the Lessee hereunder are performed, peaceably and quietly have, hold, enjoy, use and possess the leased machinery during the life of this Lease as herein