

with any costs, fees, interests, penalties or other liabilities in connection therewith.

§ 3.4. *Proceedings.* The Lessor shall not be required to join in any proceedings referred to in § 3.3 unless applicable laws, rules or regulations require that such proceedings be brought by and/or in the name of the Lessor or the owner of the demised premises, in which event Lessor will join in such proceedings or permit the same to be brought in its name. The Lessor shall not ultimately be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and the Lessee will indemnify and save harmless the Lessor from any such costs and expenses. The Lessee shall be entitled to any refund of any Imposition and penalties or interest thereon received by the Lessor which shall have been paid by the Lessee.

§ 3.5. *Payment by Lessor.* In case of default by the Lessee in any of the payments to be made by the Lessee as provided in § 3.1, the Lessor may pay the amount of any such Imposition with penalties and interest thereon, if any, and the amount so paid by the Lessor, with interest thereon at the rate of six per cent. (6%) per annum from the date of payment thereof by the Lessor, shall be added to, and become part of, the rent next due under the terms of this Lease.

§ 3.6. *Insurance.* Throughout the term of this Lease, the Lessee shall keep the buildings and improvements constituting a part of the demised premises insured in responsible insurance companies against loss or damage by fire, theft, aircraft, windstorm, and, as may be reasonably requested by the Lessor, other insurable hazards against which insurance is then commonly carried on other buildings and improvements in the vicinity of the character and occupancy similar to the buildings and the occupancy on the demised premises, in amounts sufficient to prevent the Lessee from becoming Co-insurer within the terms of the insurance policies covering such risks, but no such policy shall contain a Co-insurance clause permitting insurance coverage of less than eighty per cent. (80%) of the sound value of the property insured. The Lessee shall provide and keep in force bodily injury liability insurance with limits of not less than \$300,000 with respect to any one person and not less than \$1,000,000 with respect to any one occurrence and

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