

and all persons for personal injury, death or property damage occurring in or about the demised premises or in or about any adjoining streets, sidewalks and passageways. The Lessee shall furnish to the Lessor, upon request, evidence reasonably satisfactory to the Lessor that such insurance policy or policies are in effect. In the event that the Lessee shall fail to provide such insurance coverage, the Lessor may (but shall not be obligated to) effect such insurance coverage in the names of the Lessee and the policy or policies shall also be in the name of, and fully protect, the Lessor with respect to such claims. The Lessee shall pay on demand the amount property paid by the Lessor for such purpose with interest thereon at the prime rate then in effect with the Lessee's primary commercial bank, from the date of payment thereof by the Lessor, and in case of the failure of the Lessee so to pay, such amount shall be added to and become part of the next monthly installment of rent and shall become and thereafter for all purposes be additional rent and the Lessor shall have the same remedies for the collection thereof or otherwise as in the case of default of payment of the monthly rent hereby reserved.

10. Bankruptcy, Receivership, Etc. If an execution or other process be levied on the interest of the Lessee in this Lease and Lessee fails to take prompt action to release the same, or if a voluntary petition in bankruptcy be filed by Lessee, or if an involuntary petition in bankruptcy be filed against Lessee and the same be not discharged within sixty (60) days, or if Lessee be adjudicated bankrupt in any court of competent jurisdiction or if a receiver be appointed for its property, or an assignment be made for the benefit of its credits, then the Lessor shall have the right, at his option, to re-enter and forthwith repossess said premises and to annul and terminate this Lease and, at his option, the whole rent for the whole terms of this Lease shall at once become due and payable and the Lessor may proceed by attachment, suit, or otherwise, to collect the whole rent reserved in the same manner, as if by the terms of this Lease the whole rent for the entire term were payable in advance.

11. Non Waiver. Failure of either party to insist upon the strict performance of any provision or to exercise any option shall not

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