

listed hereunder was destroyed or damaged.

(g) Any assignee of Whitin shall release insurance proceeds and any such payment required to be made by the Lessee for the purposes of replacement, restoration or repair of destroyed or damaged leased machinery as contemplated by subparagraphs (c) and (e) of this Paragraph 2, but except for release of such funds and in case of the application of Paragraph 13, hereof, for purposes of settlement of proper discount adjustment for prepayments under subparagraphs (b) and (e) of this Paragraph 2, such assignee shall have no obligation to the Lessee or Whitin on account of the provisions of such subparagraphs and it is expressly agreed that the provisions of Paragraph 10 hereof apply in all other respects thereto.

3. TAXES

At all times until redelivery of the leased machinery to Whitin the Lessee shall pay all sales, use and local property taxes, imposed or levied upon the leased machinery, but Lessee shall not be liable for any income, franchise, or other taxes that may be imposed on or due by Whitin or its assignee, by reason of their receipt of rental payments hereunder, nor for any obligation of Whitin, or its assignee, to qualify to do business in any state.

4. MAINTENANCE

Whitin warrants and agrees that said leased machinery and any machinery or part thereof replacing, restoring or repairing and putting in good working order and condition any machinery or part leased hereunder, when installed under its supervision as hereinafter provided, shall be free of defects, latent or otherwise, provided, however, that, without limiting in any way the provisions of Paragraph 10 hereof or the generality of such provisions, the Lessee expressly agrees that, as to any assignee of Whitin, the provisions of Paragraph 10 hereof apply to Whitin's agreement contained in this sentence. Notwithstanding the first sentence of Paragraph 2 (a) hereof, the Lessee shall at all times and at its own expense keep the leased machinery in good and efficient working order and condition, and shall not injure, deface or remove any plate bearing thereon any inscription now or hereafter impressed on or affixed to the leased machinery by Whitin or its assignee. The Lessee shall purchase from Whitin all parts of every kind needed or used to repair or renew the leased machinery and the same shall become a part of the leased machines. In case at any time any of the leased machinery shall not in the reasonable opinion of Whitin be in good and efficient working order and condition, Whitin, without prejudice to any other of its rights or remedies, may give written notice to the Lessee to put such