

operation, maintenance or use of the leased machinery.

(b) Whitin warrants to Lessee that it shall save harmless Lessee hereunder from any losses, claims, counter-claims, offsets and liabilities due to the existence of any patent, license or similar right affecting any machinery or part thereof leased hereunder.

9. DEFAULTS

Upon the occurrence of any of the following events of default (a) the Lessee shall fail to make in full when due any payment of rent as herein provided; or (b) the Lessee shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for all or substantially all of its property in any involuntary proceeding, or any court shall have taken jurisdiction of all or substantially all of the property of the Lessee in any involuntary proceeding for the reorganization, dissolution, liquidation and/or winding up of the Lessee's business and such receiver or trustee shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ninety days, or if the Lessee shall file a voluntary petition for bankruptcy or under Chapter X or Chapter XI of the Federal Bankruptcy Act, or any similar law, state or federal, whether now or hereafter existing, or if the Lessee shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver or a trustee for all or substantially all its property, or if any distress, execution or attachment shall be levied on the leased machinery and not vacated or bonded within thirty (30) days; or (c) any breach by the Lessee of its obligations hereunder or any attempt by the Lessee to sell, encumber, mortgage or lease the leased machinery; then in any such event Whitin, or its assignee if it shall assign this lease, may declare immediately due and payable all of the rental installments due and to become due for the balance of the term hereunder and all other sums lawfully due hereunder, and, upon failure of the Lessee to pay the same within thirty days of written demand therefor, Whitin, or such assignee, may terminate the rights of the Lessee hereunder without prejudice to any other rights or remedies of Whitin, or such assignee, as may exist hereunder or otherwise at law or in equity upon such termination. Without prejudice as aforesaid, upon such termination Whitin, or such assignee, at any times with or without legal process and employing all such force as may be necessary, may enter the premises