

in force other insurance in amounts that may from time to time be required by lessor against other insurable hazards as are commonly insured against for the type of business activity that lessee will conduct.

4. All insurance provided by lessee as required by this section shall be carried in favor of lessor and lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to lessor. All insurance shall be written with responsible companies that lessor shall approve, and the policies shall be held by lessor. All policies shall require 30 days' notice by registered mail to lessor of any cancellation or change affecting any interest of lessor.

#### SECTION NINE Unlawful or Dangerous Activity

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

#### SECTION TEN Indemnity

Lessee shall indemnify lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon.

#### SECTION ELEVEN Default or Breach

Each of the following events shall constitute a default or breach of this lease by lessee:

1. If lessee, or any successor or assignee of lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 90 days after the institution or appointment.