

Assignee or against Lessor's or any Assignee's interest in the Leased Property.

15. *Permitted Contests.* Lessee at its expense may contest (in the case of any item of substantial importance after prior written notice to Lessor and any Assignee) by appropriate legal proceedings conducted in good faith and with due diligence the amount or validity or application, in whole or in part, of any Imposition or any Legal Requirement or any lien, encumbrance or charge referred to in Section 13, or the application of the provisions of any former instrument of record referred to in Section 11, *provided* that (a) in the case of an unpaid Imposition, such proceedings shall suspend the collection thereof from Lessor, any Assignee or the Leased Property; (b) neither the Leased Property nor any part thereof would be in any danger of being forfeited or lost; (c) in the case of a Legal Requirement, neither the Lessor nor any Assignee would be in any danger of civil or criminal liability for failure to comply therewith; and (d) Lessee shall have furnished such security, if any, as may be required in the proceedings or reasonably requested by Lessor or any Assignee.

16. *Insurance.* Lessee at its expense will insure the Leased Property in its own name and for its own benefit in such amounts and against such perils as Lessee shall deem advisable.

17. *Notice of Damage, Destruction, Eviction or Taking; Restoration or Replacement.* In case of any material damage to or destruction of the Leased Property or any part thereof, by any cause whatever (including, but not being limited to, fire, casualty or act of God or enemy), or in case of any taking of, or eviction of Lessee by title paramount or otherwise from, the Leased Property or any part thereof, Lessee will give prompt written notice thereof to Lessor and any Assignee, and (except in the case of a Taking of or eviction from an entire service station or other facility comprised in the Leased Property) will promptly commence and complete with due diligence (subject to Unavoidable Delays), at Lessee's expense, whether or not any insurance proceeds or award for the taking shall be sufficient for the purpose, the restoration of the Leased Property as nearly as practic-