

Section 15.02. Permitted Contests. Lessee shall not be required to pay, discharge or remove any tax equivalent, tax, lien or assessment, or any mechanic's, laborer's or material-man's lien, or any other lien or encumbrance, or any other imposition or charge against the Leased Premises or any part thereof, so long as Lessee shall, after prior written notice to Lessor, at Lessee's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent the collection of the tax equivalent, tax, lien, assessment, encumbrance, imposition or charge so contested and the sale of said Leased Premises or any part thereof to satisfy the same. Such contest may be made by Lessee in the name of Lessor or of Lessee or both, as Lessee shall determine, the Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses in connection with any such proceeding brought by Lessee, and Lessee covenants to pay, and indemnify and save harmless Lessor from, any such costs or expenses. Pending any such proceeding Lessor shall not have the right to pay, remove or cause to be discharged the tax equivalent, tax, lien, assessment, encumbrance, imposition or charge, thereby being contested provided, that Lessee shall have given such security as may be required in the proceeding and such reasonable security as may be demanded by Lessor to insure such payment and prevent any sale or forfeiture of the Leased Premises or any part thereof by reason of such nonpayment, and provided further that Lessor would not be in substantial danger of civil or any danger of criminal liability by reason of such nonpayment.

#### ARTICLE XVI

##### Events of Default; Termination

Section 16.01. If any one or more of the following events (herein called "Events of Default") shall happen:

- (a) if default shall be made in the due and punctual payment of any Basic Rent, additional rent or other amount payable to Lessor hereunder, for more than ten (10) days after written notice that the same has become due and payable;
- (b) if Lessee shall assign, mortgage or encumber this Lease, or sublet the whole or any part of the Leased Premises, otherwise than as expressly permitted hereunder, or if this Lease or the estate of Lessee hereunder shall be transferred, passed to or devolved upon any person, firm or corporation other than Lessee herein named, except in the manner permitted hereunder;
- (c) if default shall be made by Lessee in the due performance of any of the covenants set forth in Sections 22.01, 24.02 or 24.03 hereof;
- (d) if default shall be made by Lessee in the due performance of or compliance with any of the terms hereof, other than those referred to in