

poned under any related contract for more than sixty days after the completion of the action giving rise to such lien and such reserve or other appropriate provisions as shall be required by law or sound accounting principles shall have been made therefor, or (ii) any such liens are in the process of being contested as permitted by Article XV.

ARTICLE XV

15. Permitted Contests. Lessee, at its expense, may contest, 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 Insurance Requirement or any lien, encumbrance or charge not permitted by Article XIV, provided that (a) in the case of an unpaid Imposition, lien, encumbrance or charge, the commencement of such proceedings shall suspend the collection thereof from Lessor and from any of the Leased Properties, (b) neither the Leased Properties or any of them nor any Basic Rent, Additional Rent or other sum payable with respect thereto nor any part thereof or interest therein, would be in any danger of being sold, forfeited, attached or lost, (c) in the case of a Legal Requirement, Lessor would not be in any danger of civil or criminal liability for failure to comply therewith pending the outcome of such proceedings, (d) Lessee shall deliver to Lessor, the Trustees and their respective counsel an opinion of Lessee's counsel to the effect set forth in clauses (a), (b) and (c), to the extent applicable, (e) in the case of an Imposition, Lessee shall have established such reserves with respect thereto as may be required by sound accounting principles or shall have furnished such security, if any, as may be required in the proceedings, (f) in the case of an Insurance Requirement, the coverage required by Article XVI

(CONTINUED ON NEXT PAGE)