

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 and 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, 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 five (5) days after the same has become due and payable;
- (b) if default shall be made by Lessee in the due performance of or compliance with any of the provisions contained in Section 21.01 hereof;
- (c) 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;
- (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 the foregoing subdivisions (a), (b) and (c) and such default shall continue for 60 days after Lessor shall have given Lessee written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within the 60 days that the time of Lessee