

settlements or make any changes or take any action with respect to any encroachment, hindrance, obstruction, violation or impairment, so long as Lessee shall contest, in good faith and at its expense, the existence, the amount or the validity thereof, the amount of the damages caused thereby, or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (a) the collection of, or other realization upon, the tax, assessment, levy, fee, rent, lien, encumbrance or charge so contested, (b) the sale, forfeiture or loss of the Leased Premises or any part thereof, or the Basic Rent or any Additional Rent, or any portion thereof, to satisfy the same or to pay any damages caused by the violation of any such statute, law, rule, order, regulation or ordinance or by any such encroachment, hindrance, obstruction, violation or impairment, (c) any interference with the use and occupancy of the Leased Premises or any part thereof, and (d) any interference with the payment of the Basic Rent or any Additional Rent, or any portion thereof. While any such proceedings are pending, Lessor shall not have the right to pay, remove or cause to be discharged the tax, assessment, levy, fee, rent, charge, lien or encumbrance thereby being contested. Lessee further agrees that each such contest shall be promptly prosecuted to a final conclusion. Lessee will pay, and save Lessor harmless against, any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees, other legal and other expenses) in connection with any such contest and will promptly, after the final determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, together with all penalties, fines, interests, costs and expenses thereof or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject Lessor or the Trustee to the risk of civil or criminal liability, and Lessee shall give such reasonable security to Lessor and the Trustee as may be demanded by Lessor or the Trustee to insure compliance with the foregoing provisions of this paragraph 21.

22. Conditional Limitations; Default Provisions.

(a) Any of the following occurrences or acts shall constitute an Event of Default under this Lease; (i) if Lessee, at any time during the continuance of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before