

the date of confirmation the Lessee may pay same in installments and all such installments falling due during any term hereof shall be paid by Lessee, and any installment which is payable subsequent thereto shall be payable by Lessor.

2.4 In addition to the foregoing, the Lessee shall pay all charges for water, electricity, gas, telephone and other utility services used on the leased premises.

2.5 Lessee, upon prior notice to Lessor, shall be entitled to contest in good faith, in the name of the Lessor or the Lessee, or both, but at the expense of the Lessee, by appropriate proceedings diligently conducted, the validity or applicability, as the case may be, of any:

- (a) Law or requirement or proposed law or requirement of any governmental authority;
- (b) Tax, assessment or other governmental charge, or any proposed tax, assessment or other governmental charge;
- (c) Lien or encumbrance; or
- (d) Other expense or charge

which has been or hereafter shall be levied, assessed, imposed, demanded or threatened to be levied, assessed, imposed or demanded by any governmental authority upon or with respect to, or alleged by any person to have been incurred in connection with the ownership, possession, occupation, operations, alteration, maintenance, repair or use of the premises. The period of any such permitted contest shall be excluded in computing the period during which a default shall be deemed to exist under any of the provisions of sections 2.2 and 2.4 of this lease, but shall not excuse prompt payment of the rental payable under section 2.1 of this lease. Lessee does hereby indemnify and save harmless the Lessor from any loss or impairment of title to the

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