

Property. Sublessee shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Subleased Property. Sublessee also covenants that it will not use or permit to be used any part of the Subleased Property for any dangerous, noxious or offensive trade or business and will not cause or maintain any nuisance in, at or on the Demised Premises. Notwithstanding the foregoing provisions of this Section 2, Sublessee shall not be required, in complying with this Section, to incur any expense that would be treated as a capital expenditure under generally accepted accounting principles, but Sublessee shall notify Sublessor promptly after making any determination that compliance would so require a capital expenditure.

Section 3. Sublessee shall have the right to contest by appropriate legal proceedings, in the name of Sublessee or Sublessor or both, without cost or expense to Sublessor, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 2 of this Article, and if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such proceeding may legally be held in abeyance without the

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