

terms, covenants or conditions of this Lease on the Lessee's part to be performed.

ARTICLE IV

USE AND SURRENDER OF PREMISES

§ 4.1. *Compliance with Law.* The Lessee, in the use, occupation, operation, possession and control of the demised premises, and in the prosecution or conduct of any business therein, shall comply with all requirements of all laws, orders, ordinances, rules, and regulations of the federal, state, county and municipal authorities, and with any direction or certificate of occupancy, pursuant to law, of any public officer or officers which shall impose any duty upon the Lessor or the Lessee with respect to the demised premises, or the use, occupation, operation or control thereof, or the conduct of any business therein, whether such laws, orders, ordinances, rules, regulations, directions and certificates of occupancy relate to structural alterations, changes, additions, improvements or repairs, either inside or outside, extraordinary or ordinary or otherwise, and whether the same are in force at the commencement of the Term or may in the future be passed, enacted or directed, and the Lessee shall not make or suffer any waste, or any improper or offensive use of the demised premises or any part thereof.

The Lessee shall have the right, at its own cost and expense, to contest or review by appropriate legal or administrative proceedings, the validity or legality of any such law, order, ordinance, rule, regulation, direction, or certificate of occupancy, and during such contest the Lessee may refrain from complying therewith, provided, that, before undertaking such contest, the Lessee shall give notice to the Lessor of its intention so to do and provided further, that the Lessee shall not undertake such contest if the interests of the Lessor would be jeopardized thereby without first furnishing indemnity satisfactory to the Lessor.

The Lessee covenants and agrees that it will not use, or permit to be used, any part of the demised premises for any purpose which will substantially deteriorate the value of the demised premises or the part thereof so being used, ordinary reasonable use and wear excepted. The Lessee shall not cause or maintain any nuisance in, at or on the demised premises.

§ 4.2. *Surrender of Premises.* Subject to the provisions of Article V and § 6.3 hereof, the Lessee shall, upon the expiration of the Term

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