

request.

(c) Lessor hereby waives all causes and rights of recovery against Lessee, Lessee's agents, officers and employees for any loss occurring to the buildings and improvements located on the leased premises resulting from any of the perils insured against under the aforesaid insurance policies, regardless of cause or origin, including the negligence of Lessee, Lessee's agents, officers and employees, to the extent of any recovery upon such policies of insurance, provided, however, that in the event said waiver of all causes and rights of recovery against Lessee, Lessee's agents, officers and employees, shall, during any portion of the term of this Lease, invalidate such policies of insurance in whole or in part, said waiver shall be void and of no force or effect during such portion of the term hereof.

7. Condition of the Premises. Lessee acknowledges that Lessee will occupy the leased premises when improvements are complete and agrees that Lessee accepts the leased premises in the condition in which they are on the effective date of the within Lease. Lessee further acknowledges that Lessor has made no warranties or representations with respect to the condition of the leased premises and further agrees that Lessor shall have no duty or liability with respect to the condition or repair of the leased premises throughout the term hereof.

8. Repair and Care of Leased Premises. Lessee will not commit any waste of the leased premises, nor shall Lessee use or