

renting the Leased Properties "as is" in their condition and state of repair at the Commencement Date. Lessor makes no representation or warranty with respect to the condition of the Leased Properties or their fitness or availability for any particular use and Lessor shall not be liable for any latent or patent defect therein.

ARTICLE VIII

8.1. Maintenance and Repair. Lessee at its expense will keep each of the Leased Properties and all roadways, sidewalks and curbs appurtenant thereto in good order and repair (ordinary wear and tear excepted), and subject to the provisions of Section 17.3(b), with reasonable promptness, make all necessary and appropriate repairs of every kind and nature, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs shall, to the extent possible, be at least equivalent in quality to the original work. Lessee will not take or omit to take any action the taking or omission of which might impair the value or the usefulness of any of the Leased Properties or any part thereof or commit any waste of any of the Leased Properties or any part thereof.

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Lessor shall not under any circumstances be required to build any improvements on any Leased Property, or to make any repairs, replacements, alterations or renewals of any nature or description to any Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever in connection with this Lease or to maintain any Leased Property in any way. Lessee hereby waives the right to make repairs at the expense of Lessor pursuant to any law in effect at the Commencement Date or thereafter enacted. Nothing contained in this Lease shall be construed as constituting the consent or request of Lessor, expressed or

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