though extra premium may result therefrom), the Lessor and Lessee mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If at the written request of one party this rebase and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party from liability for claims.

XV. LESSOR'S DISCLAIMER OF LIABILITY; RESTORATION

- A. It is expressly understood and agreed by Lessee that all persons, merchandise, furniture and property of any kind, which may be in or about the demised premises during the term hereof, shall be at the sole risk and hazard of Lessee; and Lessee shall indemnify and hold harmless Lessor from any claim for personal injuries, loss or damage thereto for any cause.
- B. If the demised premises shall be altered or added to by Lessee during the term hereof with Lessor's written consent, Lessor may at its option as a condition of such consent require the premises to be restored at the expiration of the term to the condition they were in prior to such alteration or addition; and Lessee shall bear the entire cost of such restoration and shall be liable to Lessor as a tenant hereunder during the entire period of such restoration.
- C. Lessee covenants to indemnify Lessor from all expenses, including reasonable attorneys fees, lawfully and

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