

by reason of any latent defects in the construction of the building, driveways and other appurtenances. Provided, however, that if Lessor shall fail to commence and diligently proceed with any repair work which is the obligation of Lessor as herein provided within twenty (20) days after receipt of notice from the Lessee of the necessity thereof, then Lessee shall have the right to make said repairs and deduct the actual cost thereof from any rent which may become due to the Lessor thereafter.

(b) Lessor shall be liable for all loss or damage to persons or property and for the death of persons caused by itself, its employes, servants, agents or invitees.

(c) Lessor at its own cost and expense shall pay prior to delinquency all ad valorem taxes, charges, rates and assessments (except water rents) levied against the demised premises, and in the event the Lessor fails to pay such taxes, charges, rates and assessments before the same become delinquent, Lessee may pay such and in the event of such payment by Lessee, Lessor shall refund and pay to Lessee all such amounts so expended by Lessee and Lessee shall have the privilege and right to deduct such payments from any rent which may become due to the Lessor thereafter.

(d) If, during the term of this lease, the herein demised premises are damaged by fire, flood, windstorm, earthquake, strikes, riots, acts of public enemies, acts of God or other casualty so that all or a substantial part of the same are rendered wholly unfit or unsafe for occupancy, and if said premises cannot be repaired within ninety (90) days from time of such damage, then this lease shall cease and determine from date of such damage. In such case the Lessee shall pay rent apportioned to the time of damage and shall immediately surrender the demised premises to the Lessor who may enter upon and repossess the same and the Lessee shall be relieved from any further liability hereunder. If any such damage can be repaired within ninety (90) days thereafter, Lessor agrees to repair such damage and this lease shall not be affected in any manner except that the rent shall be