water, rain, snow, or leaks from any part of said building or from the pipes, appliances, plumbing, roof, or any other place unless caused by or due to Lessor's negligence.

- 5. Lessee shall supply its own janitor service, utilities, heat and air conditioning.
- 6. Lessee agrees to maintain the air conditioning unit on the demised premises and to make all minor revairs necessary to keep the said unit in running condition, provided, however, Lessee's responsibility shall not extend to major repairs to the unit, unless the same are made necessary by Lessee's misuse of the equipment.
- 7. In the event the leased premises are destroyed by fire, earthquake or other accident, or are partially destroyed so as to render them unfit for occupancy, or if they should be so badly injured by all or any of the above causes that they cannot be repaired with reasonable diligence within ninety (90) days after the happening of such injury, then this Lease shall terminate on the date of such injury and the Lessee shall at once surrender possession of all said leased property and all interest therein to the Lessor, and thereafter said Lessee shall not be liable for any future payments of rental on account of said Lease, and the said Lessor shall return to the Lessee all rentals paid in advance for any time after the termination of this Lease calculated at a daily rate based on the regular monthly rate. In the event of a partial destruction of said premises, however, the Lessor shall reenter and repossess such portion of said premises as may need repair and shall repair the same, if said premises can, within ninety (90) days after the happening of such injury, be repaired. During the time the Lessee is deprived of the use of the whole or any part of said premises by reason of such injury by fire, earthquake or other accident and the repair thereof, said Lessee shall be entitled to a rebate on account of the rent herein reserved in proportion