

in at the beginning, reasonable wear and tear and damage by casualty alone excepted.

(9) The Landlord covenants and agrees:

(a) That it has the legal right to enter into this lease and that it will put the Tenant in actual possession of the leased premises at the beginning of the aforesaid term and that said Tenant, so long as it pays the rent and performs the covenants on its part herein set out, shall and may peaceably and quietly have, hold, and enjoy the leased premises for the full term hereof.

(b) That it will, at its expense, keep the yard area, fences and exterior of the building in the leased premises in good condition at all times during the term of this lease.

(c) That it will pay all taxes assessed or imposed upon the leased premises, except for any increase in such taxes over and above the present taxes, which increase shall be paid by the Tenant as hereinabove provided.

(d) That it will maintain the parking lot, streets and walkways and other common areas within the apartment project in good repair.

(e) That it will furnish minor maintenance and repair work in connection with the leased premises, such as, for example, replacement of air conditioning filters, and minor plumbing and electrical repairs, provided, however, that in no event shall the Landlord be responsible for any such minor maintenance and repair work which involves more than Twenty Five Dollars (\$25.00) total costs for labor and materials per call, nor more than One Hundred Dollars (\$100.00) per month.

(10) If during the term of this lease, the building on the leased premises is destroyed by fire or other casualty or so damaged thereby that it cannot be repaired with reasonable diligence within sixty (60) days at a cost not exceeding fifty percent (50%) of the fair market value immediately prior to said destruction, then this lease shall terminate, at the option of the Landlord, as of the date of such damage or destruction. But if said building

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