

Rider to Lease

VOL 1207 PAGE 962

Landlord: William E. Armstrong and Juanita Armstrong
Tenant: Arthur Zacks and Pauline Zacks

Date: June 15, 1983

1. During the term of this lease and any extension thereof, the Landlord shall not sell or contract to sell or lease the leased premises to any persons other than the Tenant without first offering to the Tenant in writing the right to purchase or lease the leased premises upon the same provisions the Landlord may have received or is willing to accept from any other person, the Tenant to have a period of thirty (30) days from the date of receipt of the Landlord's offer in which to accept or reject the offer. Nothing contained herein shall prevent the Landlord and Tenant from agreeing upon a sale or future lease independently of such an offer or lack of an offer from a third person.
2. Paragraph 3 is amended to include, after the word, "tear", in line 3, the following: "or damage from fire or other casualty excepted".
3. Prior to the beginning of the term, the Landlord, at no expense to the Tenant, shall trim all shrubbery, and place the garbage disposal unit, and any heating, lighting, plumbing, ventilating, and other utility units and fixtures in good working order, and shall maintain them in good condition and repair during the term of the lease and any extension thereof.
4. The Landlord shall promptly repair any damage to the leased premises existing at the commencement of this lease and, except as herein provided, shall maintain the leased premises in good condition during the term of this lease and any extension thereof, except for those damages directly caused by the Tenant's negligent or intentional acts, or omissions, which the Landlord's fire or extended coverage insurance shall not cover, and for such damages so caused by the Tenant's negligent or intentional acts, or omissions, the Tenant shall be responsible.
5. The Landlord shall be liable to the Tenant or the guests or invitees of the Tenant for any damage to property or injury to persons caused by the negligent or intentional acts or omissions of the Landlord or the agents or employees of the Landlord in or about the leased premises and shall indemnify and save harmless the Tenant therefrom.

The Tenant shall indemnify and save harmless the Landlord and the agents and employees of the Landlord from and against all liability for damage to property or injury to persons resulting from the Tenant's negligent or intentional acts or omissions in or about the leased premises.

(CONTINUED ON NEXT PAGE)

ABZ
PKZ

WJ

0962

4328 W-2