

Amendment I

9/7/2016

**ARTICLE VII  
REPAIRS AND MAINTENANCE; RIGHT OF ACCESS**

Section 7.01. Repairs and Maintenance by Landlord.

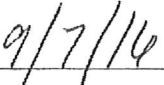
(a) During the Lease Term, Landlord shall be responsible for maintaining in good condition (to Educational Occupancy Standards and Statewide Adequacy Standards, as applicable), including repairs and replacements, the roof, HVAC system, foundations and exterior walls of the Buildings housing the Premises, and electrical, plumbing and drainage systems servicing the Premises, and all of the Common Areas, including parking areas, landscaping and exterior lighting, except as otherwise provided for in Section 7.02, and damage due to fire or casualty, to the extent this Lease requires Landlord to insure against such fire or casualty. All repairs and maintenance to be made by Landlord shall be at Landlord's risk and expense.

(b) If, within seven (7) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to the Requirements of Law), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the costs thereof shall be deducted from succeeding Base Rent and Additional Rent, if any, payable hereunder.

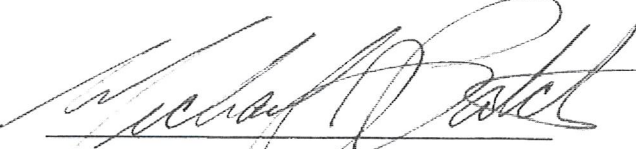
Section 7.02. Repairs and Maintenance by School. Subject to the obligations of Landlord set forth in Section 7.01, School shall be responsible for ensuring the interior of the Premises are kept in good condition, including ordinary repairs and replacements, and providing for janitorial services, with reasonable wear and tear and loss due to casualty and eminent domain excepted. School shall also be liable for maintenance, repair and replacement obligations arising as a result of the tortious conduct of School, its employees, students, agents or representatives, subject to the waiver of subrogation provided for herein.

  
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Mosaic Academy Representative

  
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Date

  
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Contract Representative, *Artec Boys and Girls Club*

  
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Date