

deliver the demised premises to the Landlord in as good condition as the same were when received by it, excepting only normal wear and tear and repairs not required to be made by Tenant; provided, however, that the Tenant shall not be responsible for or required to make, and Landlord shall make, any repairs which may have been occasioned or necessitated by Landlord, its agents or employees, or by the failure of the Landlord to comply with the covenants under this Lease Agreement. In addition, Tenant shall forthwith, at its own cost and expense, replace with glass of the same quality any damaged or broken glass, including plate glass or glass or other breakable materials used in any interior and exterior windows and doors in the demised premises.

Landlord shall furnish the initial air conditioning and heating systems for the demised premises. The cost of the maintenance, operation, repair and replacement of the air conditioning and heating system(s) shall be the sole responsibility of the Tenant. In the event Tenant is required to replace the air conditioning and/or heating, the replacement thereof shall be with equipment which is of like kind and character as the equipment being replaced and capable of meeting the heating and/or cooling requirements for Tenant's premises. In the event such replacement occurs while the initial systems are covered by manufacturers warranty or warranties, or if the replacement is caused by a calamity for which Landlord has procured insurance, the full benefit of any and all such warranties or insurance shall offset the costs of replacement as herein provided.

11. FIXTURES AND PERSONAL PROPERTY: Any fixtures, equipment and other personal property installed in or attached to the demised premises by or at the expense of the Tenant shall be new or in good and serviceable condition, and shall remain the property of the Tenant, and the Tenant shall have the right at any time, provided it is not then in default hereunder, to remove any and all of such fixtures.

B
7
0
6

4328 RV-21