exceed Forty-eight Hundred Dollars (\$4,800.00) each calendar year, the Lessee will pay an additional sum to equal one per per cent of the said gross sales each year. The said rent shall be paid monthly on or before the 6th day of each calendar month following that for which said rent is due.

The Lessee covenants and agrees with the Lessor:

- (1) That it will make at its own expense all necessary alterations not otherwise provided for herein.
- (2) That it will not permit the leased premises to be so used as to render it void or voidable any policies of insurance against fire.
- (3) That at the expiration of this lease it will deliver up the premises in as good condition as they shall be at the beginning of said lease, reasonable wear and tear alone excepted.

The Lessor covenants and agrees with the Lessee:

- (1) That she will from time to time at her own expense make any additions, alterations or replacements that may become necessary in order to comply with any regulations or orders issued by state or municipal authorities.
- (2) That from time to time she will make such repairs as are reasonably necessary to keep the leased premises in first-class tenantable condition, including such repairs as may become necessary as the result of fire, windstorm or robbery. Should the Lessor fail to make such repairs within ten days after written demand by the Lessee, the Lessee shall have the right to have the same made and deduct the costs thereof from the rental hereunder.
- (3) That during the life of this agreement, or any renewal thereof, she will not lease, rent, or permit to be occupied and used as a store in which groceries are sold at retail, any premises owned or leased by her within five hundred feet of the premises hereby demised.