

rental of thirteen thousand five hundred dollars annually, payable in installments of eleven hundred and twenty-five dollars per month, payable on or before the 15th day of each successive month. In addition to the guaranteed base rental above set forth, the Lessee agrees to pay to the Lessor a bonus rental of four per centum on all gross annual sales in excess of three hundred, thirty-seven thousand and five hundred dollars up to and including five hundred thousand dollars and a bonus rental of five per centum on all gross annual sales in excess of five hundred thousand dollars.

Lessor covenants that the Lessee, on paying the said rental and performing the covenants and conditions in this lease contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforesaid.

It is understood and agreed that the premises in question are leased to the Lessee for the purpose of conducting and operating thereon a first class cafeteria and the Lessee accepts said premises in their present condition and any and all repairs, partitions, additions or improvements that Lessee may desire in connection with the present building, shall be made at the expense of the Lessee but no additions, partitions or alterations shall be made to said premises without the written consent of the Lessor. In addition to the foregoing, the Lessee agrees to keep and maintain in a good state of repair, all improvements situate upon said premises, especially including glass and plate glass, elevator, electric and plumbing fixtures, machinery, equipment, steam pipes, sewerage pipes and all structural portions of said building with the exception of the roof, and upon termination of this lease, by expiration or otherwise, Lessee will surrender said premises in a good state of repair. However, the Lessor agrees to maintain the roof and guttering on the building situate upon said premises, in a reasonably good state of repair, but shall not be liable for damage occasioned to the Lessee by reason of leakage unless and until said Lessee shall first have given to the Lessor written