he will begin construction on the leased premises of a building in accordance with plans and specifications prepared by R. H. Long-street & Company dated September, 1954, and the other improvements snown therein, and will cause the construction work to be carried forward as rapidly as possible.

- (2) That from time to time, and at his expense, he will make any additions, alterations or replacements to the building or buildings which may become necessary in order to comply with any regulations or orders issued by state or municipal authorities.
- (3) That during the life of this agreement, he will maintain in good condition the roof and outer walls of such building or buildings as may be constructed on said leased premises, and make any needed structural repairs, including those which may become necessary as the result of fire, windstorm or robbery, but he shall not be responsible for repairs to electric wiring, plumbing, heating or minor repairs of any kind, these repairs and the maintenance of the parking lot, to be the responsibility of the Lessee.
- (4) That during the life of this agreement, or any rerewal thereof, he 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 him within 500 feet of the premises covered by
  this lease.

## IT IS MUTUALLY COVENANTED AND AGREED:

- (1) The Lessee shall have no right to assign the within lease, nor sublet the leased premises, in whole or in part, without first obtaining the written consent of Lessor.
- (2) The Lessee agrees to allow the Lessor and his agents, or representatives, free access to the leased premises during reasonable hours for the purpose of examining the same to ascertain whether the premises are in good repair.
- (3) That should Lessee fail to pay any installment of rent provided for herein, or fail to perform any of the covenants and