

26. The Lessee shall not sublet said premises without the written consent of the Lessors until after the Lessee has occupied the premises and conducted its department store business on the premises ten or more years; however, after such time, it may sublet said premises for a like business, provided the sublessee is amply financially responsible to carry out this lease, and also, further provided that the Lessee shall always remain liable hereunder and responsible for paying the rent called for herein, and liable and responsible for carrying out the lease in accordance with any and all its terms and provisions; and also, further provided that the Lessee will guarantee to the Lessors that they shall receive at least as much rent as the lessors averaged per year during the period that the Lessee occupied said premises, for each and every year during the balance of the life of this lease.

27. However, the Lessee may permit others selling goods, merchandise and/or services to occupy space in any part of the premises, provided such occupant does not take up more than one-fourth of any floor, but insofar as the Lessors or the public are concerned, any sales or operations conducted or performed by such occupant of space shall be treated, for all intents and purposes, as the sales, acts and doings of the Lessee, and shall be included in Lessee's gross sales in calculating additional rental which may be due the Lessors, as and if sales to the Lessee.

28. The Lessee agrees to assume, take over and shall carry all leases and rental contracts at present existing upon said buildings and/or in regard to running said buildings, and acknowledges notice and/or full information concerning said contracts and leases, and the Lessee is to receive all rents accruing on said property after April 1, 1945 and shall have G.M.I. the right to renew said leases and/or make new and/or other leases until lessee occupies the J.F.F. premises, and shall be liable for and shall pay any and all expenses in any wise connected with the running and/or upkeep of said buildings after said date, except as is expressly provided otherwise herein, regarding certain taxes and certain fire insurance and sprinkler leakage insurance, and the upkeep of the roof and outside walls as hereinafter stated, which the respective Lessors are to pay, to the extent stated herein.

29. After April 1, 1945, the date on which this lease is to begin, the Lessee shall be responsible for each, every and all damage caused to any and all persons, property and/or to any and all things done by it, in or about said premises after said date.

30. If the Lessee (but not any sublessee) should desire to increase the height of Lessors' building to four, five or six stories, it may do so, at its own cost, risk and expense, and subject to and under the terms and conditions provided herein for improvements, and all other conditions and provisions of this lease; always provided that after the expiration and/or other termination of this lease, Lessee shall, at Lessors' option and/or request expressed in writing, to the Lessee within 90 days after any such event, promptly remove such number of stories of the building above three stories, down to three stories, and completely restore any building on the property of the Lessors at the time, to three stories, and place a first-class roof on the entire building left on the property, and fully complete all the work in a first-class manner, at Lessee's cost, risk and expense, and subject to the terms and conditions provided herein regarding improvements, and all other conditions and provisions of this lease, and without any cost, risk or expense to the Lessors; provided, always, however, if the Lessee increases the height of any building on said property to over three stories and basement, at any time during the term of this lease, the Lessee shall pay any and all increase in said taxes on and/or after the date any such increase in the height of said building is begun, as aforesaid.

31. If the Lessee (but not any sublessee) shall at any time desire to close the alleyway in the rear of Lessors' building, and build and/or extend any building on Lessors' property east, over and to the east side of said alleyway in the rear of Lessors' property, the Lessors consent to same being done, provided same can lawfully be done, and also provided doing same will not violate or in any wise interfere with any party-wall agreement existing, regarding any of said property; provided that such shall be done at Lessee's cost, risk and expense, under the terms and conditions above shown regarding improvements on Lessors' property, and all other conditions and provisions of this lease; always provided that after the expiration and/or other termination of this lease, Lessee shall, at Lessors' option and/or request expressed in writing to the Lessee within 90 days after any such event, promptly do each, every and/or all of the following things, namely; take down and remove any such building or extension over the alleyway and restore the alleyway to the form in which it now exists and repave same; and take down any stories above three stories and completely restore any building of the Lessors on the property at that time to three stories, with a first-class roof over the entire building, all in a first-class manner and fully completed, and so that the rear wall of the building will be on Lessors' property line, which is hereinafter more definitely mentioned, at Lessee's cost, risk and expense, and under and subject to the terms and conditions above provided regarding improvements, and all other conditions and provisions of this lease, and without any cost, risk or expense to the Lessors. For the property line and/or alley-way, refer to plat recorded in the office of the