

B. B. He
H. H. B.
J. H. S.
B. B. B.
D. W. H.
H. V. A.
J. S. N.
H. B. L.
J. F. H.

The parties herein designated as Landlord, on behalf of themselves and their successors in interest, hereby covenant and agree that prompt notice will be given Tenant of the death or legal incapacity of any parties herein designated as Landlord (or any of their successors in interest) and of any sale or transfer or any of their interests in the property covered by this lease. It is further covenanted and agreed that all payments made in accordance with the provisions hereof, prior to receipt by Tenant of written notice of any change in said interests, shall fully and effectively discharge Tenant from any liability for the rent covered by such payments and that the parties herein designated as Landlord and their successors in interest will hold Tenant harmless from any further liability therefor.

Tenant shall not be required to make any change in the disbursements as hereinabove set out until it has been furnished with a valid written authorization signed by the party or parties affected or their proper legal representatives.

CONTINGENT RENTAL. In addition to the fixed guaranteed rent above provided for, Tenant agrees to pay the Landlord the following contingent rental based upon net retail sales:

During the term of this lease, an amount for each lease year equivalent to one-half (1/2) of one (1%) percent of the net retail sales for each such lease year in excess of Nine Hundred Thousand (\$900,000) Dollars made in the leased premises and in the enlarged building hereinbefore mentioned lease to and occupied by sublessee of the herein Tenant. It is expressly understood that this also shall include all net retail sales made, during the term of this lease or any extension thereof, in any additions, improvements or enlargements of the said premises, including the 33 by 100 foot ground floor area when the same is occupied by the sublessee, J. C. Penney Company. Said "lease year" shall commence on the first day of the first month following opening of Sublessee's enlarged store. Any sums which shall become payable pursuant to the foregoing provisions shall be paid within two months following the termination of the "lease year."

Upon the request of the Landlord, Tenant agrees to furnish to the Landlord a statement from J. C. Penney Company, verified by one of the officers of J. C. Penney Company, specifying the annual net retail sales made by J. C. Penney Company upon the demised premises and all adjacent premises occupied by J. C. Penney Company. Upon the further request of the Landlord, Tenant agrees to have examined and audited the sub-tenant's records of sales made