

LANDLORD TO EXECUTE APPLICATIONS

Art. 9. The Landlord agrees upon request by the Tenant to execute or join in the execution of any application for any permits and licenses from any governmental authority having jurisdiction thereover which may be necessary in connection with the construction of any new building and the making of any alterations, changes and repairs, provided, however, that the Landlord shall not be subjected to any costs, expense or obligation under the provisions of this Article 9.

ASSIGNING, MORTGAGING, SUBLETTING

Art. 10. The Tenant agrees not to assign, mortgage, pledge or encumber this lease without first obtaining the written consent of the Landlord. The Landlord agrees not to assign, mortgage, pledge or encumber this lease or any of the rents becoming due hereunder without first obtaining the written consent of the Tenant, provided, however, that this provision shall not prohibit a transfer of this lease to the purchaser in connection with a bona fide sale of the demised premises nor shall this provision prohibit an assignment of this lease or the rentals by the Landlord in connection with and as further security for a bona fide mortgage of the demised premises on the form of assignment generally accepted by F. W. Woolworth Co. in connection with such transactions. The Tenant is hereby given the right to sublet the demised premises or any part thereof, but notwithstanding such subletting the Tenant shall continue liable for the performance of the terms, conditions and covenants of this lease.

TENANT'S DEFAULTS

Art. 11. If, during the term of this lease (a) the Tenant shall default in the payment of the rent reserved in this lease or any part of the same, or shall default in the payment of any other charge required to be paid by the Tenant hereunder or any part of the same, or (b) the Tenant shall default in fulfilling any of the other covenants of this lease, or (c) this lease shall be assigned or transferred without the written consent of the Landlord first being obtained, and if any such default shall continue for a period of thirty (30) days after the Landlord shall have given to the Tenant notice in writing of such default, or in the case of a default, other than a default of the type referred to in subdivisions (a) and (c) above, which cannot with reasonable diligence be cured within said period of thirty (30) days, then if the Tenant fails to proceed with reasonable diligence after the giving of such notice to cure the same and thereafter to prosecute the curing of such default with reasonable diligence (it being intended that in connection with a default not susceptible of being cured with reasonable diligence within thirty (30) days that the time of the Tenant within which to cure same shall be extended for such period as is necessary to complete the same with reasonable diligence), the Landlord may give to the Tenant a notice of intention to end the term of this lease at the expiration of not less than ten (10) days from the date of the giving of such second notice, and upon the date specified in such notice (which shall not be less than ten (10) days from the date when such notice is given) the term of this lease shall expire as fully and completely as if the date specified

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