

COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION.

B. B. H.
 H. H. B.
 J. W. S.
 P. B. B.
 D. W. H.
 W. H. H.
 J. V. S.
 J. S. H.
 W. B. L.
 J. J. A.

The Landlord covenants and warrants that Landlord has full right and lawful authority to enter into the lease for the full term aforesaid, and for all extensions herein provided, and that Landlord is lawfully seized of the entire premises hereby demised and has good fee simple title thereto free and clear of all contracts, leases, tenancies, party wall agreements, restrictions, violations, liens and encumbrances of every nature whatsoever, except; Lease between F. W. Symmes, et al, as Landlord and J. C. Penney Company, as Tenant, dated August 27, 1941, as modified by Supplemental Agreement dated August 27, 1941, which by its terms expires December 31, 1956, and which is to be terminated by agreement with J. C. Penney Company as of the date of the commencement of the term hereof in case such commencement date occurs prior to December 31, 1956. Landlord further covenants and warrants that if the Tenant shall discharge the obligations herein set forth to be performed by the Tenant, the Tenant shall have and enjoy, during the term hereof, the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining or appendant thereto. It is understood and agreed that the Tenant herein owns the fee simple title to the remaining undivided one-half interest in the premises covered by this lease.

THE LANDLORD AND TENANT FURTHER STIPULATE, COVENANT AND AGREE AS FOLLOWS:

USE OF PREMISES: That the premises hereby demised shall not be used for any unlawful purpose during the term of this lease.

SUBLETTING AND ASSIGNING. That the Tenant may assign this lease or sublet the whole or any part of the demised premises, but if Tenant does so Tenant shall remain liable and responsible under this lease.

It is understood and agreed that Tenant will initially sublet the demised premises to J. C. Penney Company, simultaneously with the execution and delivery of the within lease the Landlord herein and J. C. Penney Company are entering into an agreement pursuant to which all provisions, terms and conditions stipulated in the within lease that are to be carried out and performed by the Tenant are guaranteed by said J. C. Penney Company to the extent provided in said agreement.