

J. C. PENNEY
COMPANYBy _____
By _____

part thereof at any time ~~thereafter~~ ^{after such discontinuance} provided, however, that in the event of construction of a third story on parcels 3, 4 and 5 pursuant to clause 38 hereof Tenant's right to so discontinue use of the demised premises in its business and to assign or sublet shall not be available during the period commencing with the construction of said third story and ending five (5) years after the completion of said third story. If Tenant discontinues the use of the entire demised premises in its business, and vacates same, it shall thereafter pay as rental, in lieu of the percentage of net retail sales hereinbefore provided, and in addition to the stipulated annual sums hereinbefore specified to be paid to the Landlord pursuant to clause 7(a) hereof, the following alternative rent, to wit: An amount each lease year until the end of the term of this lease, and any extension or extensions thereof, equal to the average of the amounts actually received for each lease year (and fractions of a lease year, if any) by the Landlord under the provisions of clause 6 and clause 7(b) hereof for percentage rentals during the period between the beginning of the term of this lease and the time when the Tenant ceases to use the demised premises in its business. The annual sums to be paid pursuant to the foregoing provisions of this clause 15 hereof shall be payable on the last day of each lease year during the remainder of the term of this lease and any extension or extensions thereof. If Tenant shall have erected any walls partitioning portions of the demised premises in connection with any assigning or subletting, and if Landlord shall within ninety (90) days after Tenant ceases to have a right to exercise any extension option under clause 36 hereof request Tenant in writing to remove such walls at the end of the term hereof, then in such event Tenant agrees that it will comply with such request.