

therein as having the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of North Main Street, which pin is 76.15 feet North from the Northeast corner of the intersection of North Main Street and East Washington Street; thence along the East side of North Main Street, N. 17-36 E. 24 feet to a point; thence S. 72-48 E. 95 feet to a point; thence S. 18-17 W. 24 feet to a point in the center of a brick wall; thence with the center of said wall, N. 72-48 W. 95.6 feet to a point on the East side of North Main Street, the beginning corner.

WHEREAS, the term of said Cauble lease by its terms is to commence on January 1, 1957, or on such earlier date, if any, on which the term of a lease bearing even date herewith (hereinafter called the "Penney lease") between Belmont, F. M. W. Corporation, A. J. G. Corporation, and K. M. W. Corporation, as Landlord, and Penney, as Tenant, commences; and,

WHEREAS, Belmont has examined and is familiar with all covenants, terms and conditions of said Cauble lease.

NOW, THEREFORE, in consideration of Penney entering into said Cauble lease, and in further consideration of the covenants and conditions hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

1. If the term of said Penney lease does not commence on or before January 1, 1957, Belmont agrees that Belmont will reimburse Penney for (1) all rent paid by Penney, as Tenant pursuant to said Cauble lease for or during the period beginning January 1, 1957 and continuing thereafter to the expiration of the original term of said Cauble lease, or the commencement of the term of said Penney lease, whichever occurs earlier and (2) all cost and expense paid or incurred by Penney in performing any of its other obligations as Tenant under said Cauble lease for or during such period, it being agreed that the amount of each payment of such rent...