

Penney and the amount of each item of such cost and expense paid or incurred by Penney shall immediately be due and owing by Belmont to Penney.

2. Belmont agrees that, as security for the payment by Belmont to Penney of all sums for which Penney is to be reimbursed by Belmont as provided in paragraph 1 hereof, Penney shall have and hereby is given a first lien on all right, title and interest of Belmont in and to the premises described in said lease dated August 27, 1941 and the rentals from such premises, it being agreed that such lien shall survive any expiration or termination of said lease dated August 27, 1941 as extended.

3. If the term of said Penney lease does not commence on or before January 1, 1957, Penney agrees that with respect to the period beginning January 1, 1957, and continuing thereafter to the expiration or termination of said lease dated August 27, 1941 as extended, Penney will increase the annual rent payable by it to Belmont for each lease year during such period pursuant to said lease dated August 27, 1941 as extended by an amount for each such lease year equal to two-thirds of one per cent ($\frac{2}{3}$ of 1%) of the net retail sales (as defined in said lease dated August 27, 1941) of Penney for each such lease year made on the combined premises comprising (1) the demised premises covered by said lease dated August 27, 1941 and (2) the demised premises covered by said Cruble lease, it being agreed that such increase in rental for each such lease year shall be paid within two (2) months following