

Lease between Frances C. Floyd, et al, as Landlord, and J. C. Penney Company, as Tenant, dated September 7, 1941, which by its terms expires December 31, 1956, and which is to be terminated by agreement with the Tenant as of the date of the commencement of the term hereof. It is understood and agreed that said lease between Frances C. Floyd, et al, as landlord, and Tenant, dated September 7, 1941, shall continue in full force and effect and be binding upon the parties hereto until the date of commencement of the term of this lease.

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.

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 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, except as otherwise hereinafter provided with respect to exercise of extension options by any sublessee or assignee of