herein designated as Landlord and their successors in interest will hold Tenant harmless from any further liability therefor.

Tenant shall not be required to make any change in the disbursements as hereinabove set out until it has been furnished with a valid written authorization signed by the party or parties affected or their proper legal representatives.

COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION.   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 the herein Landlord, as Landlord, and J. C. Penney Company, as Tenant, dated the 4th day of June, 1953, which by its terms expires May 31, 1954.

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 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

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