SIGNS. Tenant shall have the right to have placed on the building of which the demised premises are a part or the whole signs or other advertising devices, electrical or non-electrical, either parallel to said building or at any angle thereto, at or on either the front, back, roof or sides thereof. Tenant agrees to comply with any applicable laws or ordinances in erecting any such signs.

CONDEMNATION. If the demised premises or any part thereof shall be taken in any proceeding by the public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, Tenant shall have the option of terminating this lease, in which case any unearned rent shall be refunded to Tenant. In the event that only a portion of the premises shall be taken in any such condemnation or other proceeding, and the remaining part of the premises shall in Tenant's opinion be reasonably usable by Tenant, and if Tenant elects not to terminate this lease, then Landlord shall restore said building to a complete retail department store unit which will be reduced in the same proportion. comply with Tenant's requirements and any fixed or alternative rent thereafter payable hereunder shall be reduced in the same proportion that the amount of floor space in the demised premises is reduced by such condemnation or other proceeding. In any such proceeding whereby all or a part of said premises is taken, whether or not Tenant elects to terminate this lease, each party shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

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DEFAULT CLAUSE. If the rent above referred to, or any part thereof, shall be unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been sent by registered mail to Tenant, at 330 West 34th Street, New York 1, New York, or at a later address to be designated, and also at the demised premises, then and in such case it shall and be lawful for Landlord, at Landlord's option, by summary proceedings, or by any other appropriate legal action or proceedings, to terminate this lease, and to enter into said demised premises or any part thereof, and expel Tenant, or any person or persons occupying said premises, and so to repossess and enjoy the said premises as in Landlord's former estate. Should this lease, at any time, be terminated the terms and conditions hereof, or in any other way, Tenant hereby covenants and agrees to surrender and deliver up the said premises and property peaceably to Landlord immediately upon the termination of the term hereof.

All written notices by Landlord to Tenant shall be sent to Tenant by registered mail in duplicate, one copy to the demised NOTICES. remises, and the other copy to 330 West 34th Street, New York 1, New York, or to such other addresses as Tenant may later designate in writing. Until Tenant receives other instructions in writing from Landlord, all notices by Tenant to Landlord which are specifically required by the terms of this lease to be in writing shall be sent to any one of the parties named herein as Landlord at the said party's address as set forth in the paragraph hereof captioned PARTIES. Landlord shall promptly notify Tenant in writing of any change in the address of Landlord and of any change in the address of Landlord and of any change in the ownership of the demised premises giving the name and address of the new owner, and instructions regarding the payment of rent. Any written notice sent by registered mail shall be deemed to have been served as of the date it is mailed in accordance with the foregoing provisions.

INTERPRETATION OF WORD 'LANDLORD". The word "Landlord" as used in this lease shall be interpreted so as to include all of the Landlords named in the paragraph hereof captioned PARTIES. If more than one Landlord is named in said paragraph, the obligations of said Landlords herein contained shall be joint and several obligations.

CAPTIONS. Paragraph captions throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease

LEASE BINDING ON HEIRS, ETC. All covenants, agreements, provisions and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, executors, administrators, successors in interest and assigns and grantees of Landlord. This lease shall not be binding upon Tenant until a fully executed copy thereof shall have been delivered by Tenant to any one of the parties named herein as Landlord or to Landlord's duly authorized agent or representative, or until Tenant shall have notified in writing any one of the parties named herein as Landlord or Landlord's duly authorized agent or representative of Tenant's acceptance thereof. No modification of this lease shall be binding unless evidenced by an agreement in writing signed by Landlord and signed in Tenant's name by one of Tenant's duly authorized offic

IN WITNESS WHEREOF, Landlord and Tenant have caused this indenture to be duly executed and sealed the day and year first

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Witnesses (as to Landlord) Shirly & Latson	M. T. Shoolfalf	SEAL
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	1	SEAL
(Corporate Seal)		
Attest:	Bv	President
· · · · · · · · · · · · · · · · · · ·	J. C. PENNEY COMPANY	
Secretary	By Makley & Gran	
Attest: 11/1/2	, , , , , , , , , , , , , , , , , , , ,	Vice-President
Elling A Smith		
Assistant Secretary		
Witnesses (as to Tendot):		•
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