

Tenant may at any time and from time to time assign this lease and/or mortgage the same and/or sub-lease said demised premises, or any part thereof, for any portion of the term of this lease, and any renewal or extension thereof, to any reputable assignee, mortgagee, or sub-tenant, for a retail merchandising business without the consent of the landlord, but any such sublease shall provide for the same rental provided to be paid by tenant hereunder and tenant herein shall continue to be responsible for all unpaid rents both the minimum guaranteed and the percentage rental, if any, due under this lease. If the business of such assignee or sub-tenant, or any of same is more hazardous on account of fire than the business of S. H. Kress & Company, the additional cost of fire insurance caused thereby shall be paid by said S. H. Kress & Company. Tenant agrees not to allow the leased premises to remain vacant for a period of more than 60 days except for reasons not financial beyond the power of tenant to control. The rent to be paid by any such sub-tenant or assignee shall be security for the rent to be paid by the original tenant under the terms of this lease. Landlord covenants that landlord is well and truly seized in fee simple of the demised premises, and that same are free from all liens, charges, claims, mortgages, judgments, taxes, assessments, violations, clouds on title, encroachments, encroachment rights, and other encumbrances, except current taxes. Landlord further covenants and represents that landlord has good right and lawful authority to lease said demised premises and to execute this instrument, and that tenant, its successors and assigns, shall peaceably and quietly enjoy said demised premises so long as

WCB
[Signature]