

the termination of such lease year, and it being further agreed that in all other respects such increase in rental shall be subject to all terms and conditions of said lease dated August 27, 1941 as extended applicable to the rentals payable by Penney to Belmont provided for therein.

4. Belmont agrees that Penney shall have the right to deduct and retain the amount of all sums for which Penney is to be reimbursed by Belmont pursuant to paragraph 1 hereof out of all rentals payable by Penney to Belmont pursuant to said lease dated August 27, 1941 as extended and out of all sums payable by Penney to Belmont as increase in rent pursuant to paragraph 3 hereof.

5. If said lease dated August 27, 1941 as extended is terminated at any time after January 1, 1957 for any reason whatsoever (other than commencement of the term of said Penney lease), Belmont agrees that Penney shall have the right at its option at any time after such termination of said lease dated August 27, 1941 as extended to require Belmont to accept an assignment to Belmont of said Cauble lease for the remainder of the original term thereof, it being agreed that the instrument containing such assignment shall (a) be in recordable form, (b) be executed and delivered by both Penney and Belmont, (c) contain an express covenant and agreement by Belmont to assume and to carry out and perform all of Penney's obligations as Tenant under said Cauble lease during the remainder of the original term thereof (including but not limited to payment of rent), and (d) contain an express provision giving Penney, as security for the performance by Belmont