

COMPLETION OF WORK

(f) Landlord agrees to proceed with due diligence to construct and complete said building and improvements as soon hereafter as reasonably possible, subject to delays caused by strikes, acts of God, governmental restrictions, or shortages of materials or labor arising by reason of war or other national emergency, or any other cause beyond Landlord's control (it being agreed that inability or failure to finance said work shall not be considered a cause beyond Landlord's control). As soon as work on said new building and improvements shall have progressed to a point where Tenant can do so without unreasonably interfering with the work, Tenant shall have access to the premises for the purpose of installing its store and trade fixtures and preparing the premises for Tenant's occupancy. It is further agreed that Tenant shall have the right to make such inspection and tests during the progress of the work as Tenant deems necessary or advisable. When said work has been fully or substantially completed the demised premises shall be delivered to Tenant free and clear of all tenants and occupants. If Landlord fails to commence the construction of said new building and improvements with due diligence as hereinbefore provided on or before March 1, 1966, or if for any reason whatsoever (including any cause within or beyond Landlord's control) Landlord fails to substantially complete said new building and improvements ready for Tenant's occupancy and deliver actual possession thereof to Tenant free and clear of all tenants and occupants on or before the first day of August, 1966, Tenant shall have the right, at its option, at any time prior to taking possession of the premises to cancel this lease by giving Landlord written notice of Tenant's election to cancel the same, and upon the giving of such notice by Tenant, this lease shall thereupon terminate and end and Tenant shall be released and discharged from further liability or responsibility hereunder. Such right of termination shall not, however, be exclusive of any other rights or remedies Tenant may have by reason of any such default by the Landlord.

RECORDATION OF LEASE

~~The Landlord agrees to reimburse Tenant for Tenant's cost to record this lease in the public records of the county in which the herein demised premises are situated.~~

PARKING

Landlord agrees, at Landlord's sole cost and expense, to provide, grade, surface, mark and light the area designated for parking purposes, ~~the~~ which Landlord agrees to ~~provide and~~ maintain, at Landlord's sole cost and expense, throughout the term of or any extension or renewal of the term of this lease, ~~adequate lighting for the areas reserved for parking,~~ and to keep the said areas and the drainage ~~and lighting systems~~ in good order and repair.

J. C. PENNEY COMPANY  
BY: *[Signature]*  
BY: *[Signature]*

OPTION TO ENLARGE

Tenant shall have the right, at its option, at any time after the commencement of the term hereof, to require Landlord to enlarge said building in minimum increments of 10,000 sq. ft to a maximum of 30,000 sq. ft. additional area. The southerly wall of the initial building shall be removed in its entirety at the initial expansion time, and subsequently the southern wall shall likewise be removed from the initial building until the maximum of 30,000 sq. ft. is added. Said enlarged area to be of the same general characteristics as the initial building. Landlord agrees to make such other changes, alterations, improvements and repairs in and to the demised premises as Tenant may require for the operation of its stockroom in said enlarged area. If Tenant elects to exercise said option, it shall do so by giving Landlord written notice of such election. Landlord covenants and agrees that if Tenant gives such notice Landlord will perform said work in accordance with the following provisions:

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