

Use of Common Facilities

ART. 28. The Landlord hereby grants to the Tenant, its customers, employees and visitors an easement throughout the term hereof to use, in common with others entitled to similar use thereof, all of the aforementioned Common Facilities and in addition thereto any similar future facilities, including but not limiting the same to the use of all the Streets/^{Malls, Stairs,} Service Drives and Sidewalks for ingress and egress to and from the demised premises and the public streets or highways shown on the aforesaid drawing, and the use for automobile parking, of the areas designated as Parking Area; all of said Common Facilities being situated upon land described as Entire Premises in the aforementioned Schedule "A" and drawing. The Landlord agrees at Landlord's expense to adequately maintain throughout the term hereof, all of said Common Facilities in good and usable condition, free and clear of ice, snow and debris, and adequately lighted at all times when Tenant's store is open for business, without any charge or cost for such use by the Tenant. SEE ART. 36

Options for Extended Terms

ART. 29. The Landlord agrees that Tenant shall have and is hereby granted 3 . successive options to extend the term of this lease for any period of time not exceeding 5 . years on each such option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as extended and all the terms, covenants and provisions of this lease shall apply to each such extended term with the exception, however, that the Tenant shall not have any further option to again extend the term of this lease following the exercise, if any, of the 3rd option to extend. If the Tenant shall elect to exercise the aforesaid options it shall do so by giving to the Landlord notice in writing of its intention to do so not later than one (1) year prior to the expiration of the term of this lease or of this lease as extended, and in said notice shall state the date to which it elects to extend the term of this lease.

Option to Buy DELETED

ART. 30. / ~~If~~ the Landlord shall receive a bona fide offer to purchase the demised premises, or the demised premises together with all or part of the Entire Premises, which offer is acceptable to the Landlord, the Landlord agrees that the Tenant shall have and is hereby granted an option to purchase the same upon the same terms and provisions as are a part of such offer. ~~The Landlord agrees immediately after receipt of such offer to give to the Tenant notice in writing of the terms and provisions thereof, and that the Tenant may exercise its option to purchase said property at any time within twenty (20) days after such notice is received by the Tenant. If Tenant shall elect to exercise such option it shall do so by giving notice in writing to the Landlord and a contract of sale shall be executed by the parties and title closed within a reasonable time thereafter.~~

Restrictive Covenant

ART. 31. So long as F. W. Woolworth Co. leases, uses, or occupies any space in the area described in Schedule "A" hereof as Entire Premises, the Landlord covenants that notwithstanding the amendment, cancellation, termination, or expiration of the herein lease: (a) no covenant or agreement not specified in Schedule "B" hereof made by the Landlord with any other person or corporation restricting the use or occupancy of all or part of said Entire Premises shall be of any force or effect against F. W. Woolworth Co., (b) no building or structure shall be erected or maintained on any part of the Entire Premises except in the area designated Building Area or Future Building Area on the drawing attached to Schedule "A" hereof; (c) no building, structure, or other space in said Entire Premises having a ground floor area in excess of 10,000 square feet shall be leased to or used or occupied by any person or corporation unless said lease, use or occupancy is specifically consented to in writing by the Tenant, and (d) no other space in said Entire Premises shall be used or occupied as, or in connection with, a store commonly known as a variety store, junior department store, department store or discount store, other than the Variety Store and Department Store (Ivey's or Belks or Meyers Arnold or Davisons, or J. B. Whites or Miller & Rhoads or Thalheimers or Saks 5th Avenue) referred to in Section II of Art. 27 hereof.

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