

~~times during business hours provided such inspections are made within ninety (90) days after statement of sales and services is mailed or delivered to Landlord and is limited to the period covered by such statement.~~

Should the Tenant at any time elect to discontinue the operation of its store in the demised premises, the Tenant shall give the Landlord not earlier than 210 days nor later than 180 days prior to the date of such discontinuance, notice in writing of its intention so to do specifying therein the date of discontinuance and in such event the Landlord shall have one option to cancel and terminate this lease, which option shall be exercised by notice in writing given to the Tenant not later than the date of discontinuance. If the Landlord exercises its said option, this lease shall cancel and terminate on the last day of the month next following the month specified by Tenant for the date of discontinuance.

TITLE

Art. 6. The Landlord herein is not the owner of the demised premises but holds possession of same by virtue of the following agreement or agreements (herein referred to as the Overlease):

Lease dated March 4, 1978
 Attornment Agreement dated October 21, 1968
 Assignment dated August 21, 1969
 Letters dated August 12, 1975; January 2, 1980
 and April 5, 1982

The Tenant hereby acknowledges receipt of a copy of said Overlease.

The Tenant agrees that it will not do (or suffer or permit to be done) anything in or about the demised premises or in connection therewith which violates any of the covenants made by the Landlord as Tenant in said Overlease. The Landlord agrees that as long as it is the holder of said Overlease or the owner of the demised premises, the Tenant, upon paying the rent and performing all of the covenants of this lease, may quietly hold and enjoy the demised premises, free from hindrance, or molestation by the Landlord, but subject, however, to all mortgages, liens, restrictions and encumbrances affecting said premises. The Landlord makes no representation concerning Landlord's title to the demised premises.

The covenants of this lease shall not be binding upon F. W. Woolworth Co. if it shall for any reason whatsoever cease to be the holder of the said Overlease or the owner of the demised premises.

ALTERATIONS

Art. 7. The Tenant agrees that it will not without first obtaining the written consent of the Landlord make any changes or alterations to the demised premises. In no event will the Landlord consent to any changes or alterations which are not permitted under the Overlease. The Tenant agrees to pay the entire cost of all changes and alterations.

The Tenant agrees that all changes and alterations made by it shall be made in a good and workmanlike manner in accordance with plans and specifications submitted to the Landlord and bearing the written approval of the Construction Manager of the Landlord's Regional Office referred to in Art. 22 captioned "Notices", and in compliance with all federal, state or municipal laws and ordinances and the rules and regulations of any department or division thereof. The Tenant also agrees that prior to the making of any changes or alterations, it will procure at its own expense and maintain and keep in force:

Alteration riders on the public liability insurance policies described in Art. 15 hereof protecting the Landlord and the Overlandlord against loss or liability during the making of such changes or alterations.