

premises (unless due to Landlord's own negligence or fault), and the Tenant hereby covenants and agrees to assume all liability for or on account of any such injury, loss or damage above described, and to save the Landlord harmless therefrom; provided, however, that Landlord shall be liable for any injury, loss or damage to any person or property in or upon the demised premises when such injury, loss or damage is caused by the negligence of Landlord or by any of Landlord's representatives or agents.

MORTGAGE ON TENANT'S INTEREST. If Tenant mortgages its leasehold interest in the demised premises, as evidenced by this indenture of lease, by deed of trust or otherwise, and should the Landlord be advised in writing of the name and address of the mortgagee and/or the trustee under such deed of trust, then this lease shall not be terminated or cancelled on account of any default of the Tenant in connection with the performance of the terms, covenants or conditions of this lease until Landlord shall have given to said mortgagee or to said trustee written notice by registered mail of such default, and said mortgagee or trustee shall have the right, any time within thirty (30) days from the giving of said notice, to pay any money or to do any acts or things which may be necessary to cure or rectify such default, and if such default or defaults are cured and rectified as aforesaid within thirty (30) days after giving of said notice to such mortgagee or trustee, this lease shall continue in full force and effect.

NOTICES BY LANDLORD TO TENANT. All written notices by Landlord to Tenant shall be sent to Tenant by registered mail addressed to Tenant at 411 North Main Street, Greenville, South Carolina, or to such other addresses as Tenant may later designate in writing.

In addition a signed copy of any such notice given by Landlord to Tenant shall be sent by Landlord by registered mail to J. C. Penney Company in duplicate, one copy to the demised premises, and the other copy to 330 West 34th Street, New York, New York, or to such other address or addresses as J. C. Penney Company may later designate in writing.

All such notices shall be deemed to have been properly given if