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Section 10.07. Remedies Cumulative. All rights, privileges and remedies of the parties under this Agreement shall be deemed cumulative and the exercise of any one remedy such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein.

Section 10.08. Modifications. Any alteration, change or modification hereto, in order to become effective, shall be made by written instrument or endorsed hereon and, in each such instance, executed on behalf of each party hereto.

Section 10.09. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Entire Premises are located. Except as otherwise expressly provided in this Agreement, this Agreement shall in no way constitute or create rights in persons, firms or entities not parties hereto or create obligations or responsibilities to such third persons on behalf of parties hereto.

Section 10.10. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 10.11. Notices. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon any of the parties hereto shall be in writing and shall be deemed to have been duly served on the date of mailing and shall be sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the respective parties at the following addresses:

To Penney:

One copy addressed to:

J. C. Penney Company, Inc.  
Real Estate Department  
1301 Avenue of the Americas  
New York, New York 10019

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