

able casualty or other causes beyond the control of Lessee; *provided that*, for the purpose of this definition, lack of funds shall not be deemed a cause beyond the control of Lessee.

*Lease Year*: each twelve-month period beginning on January 1 and ending on (and including) the following December 31 during the term of this Lease.

40. *Notices, etc.* All notices, demands, requests, consents, approvals and other instruments under this Lease shall be in writing, and shall be deemed to have been properly given if sent by United States registered mail, postage prepaid, (a) if to Lessee, addressed to Lessee at 135 East 42nd Street, New York 17, New York, or at such other address as Lessee from time to time may have designated by written notice to Lessor and any Assignee, (b) if to Lessor, addressed to Lessor at Suite 405, Wilmington Trust Building, Wilmington, Delaware, or at such other address as Lessor from time to time may have designated by written notice to Lessee and any Assignee, and (c) if to an Assignee, to such Assignee at such address as such Assignee shall have furnished to Lessor and Lessee.

Lessor agrees that, if it or any Assignee shall not have received any Basic Rent or other amount payable to Lessor under Section 18 or 29 on the due date thereof, it shall give written or telegraphic notice thereof to Lessee within 2 days of such due date.

41. *Miscellaneous.* If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby. Neither this Lease nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument, provided that, for recording and/or filing purposes, only the description of the parcels of land in the particular county or other juris-