

(a) if to the Company:

FOO-JIK PROPERTIES CORP.  
c/o Hubbard, Westervelt &  
Mottelay, Inc.  
60 East 42nd Street  
New York, New York 10017

(b) if to the Mortgagee:

THE WESTERN SAVING FUND  
SOCIETY OF PHILADELPHIA  
Broad & Chestnut Streets  
Philadelphia, Pennsylvania 19107

Attention: Financial Vice President

or at such other address as the Company or the Mortgagee may hereafter designate, and shall be effective upon receipt as evidenced by a receipt signed by a person at such address. A copy of each notice given by the Mortgagee to the Company shall be transmitted to Lessee at 68 Brookwood Drive, N.E., Atlanta, Georgia 30309, Attention: Vice President - Real Estate, or at such other address as Lessee may have designated by written notice to the Mortgagee. The provisions of the foregoing sentence are for the express benefit of Lessee, shall be enforceable by it, and may not be modified or eliminated without its consent.

ARTICLE XXVII

27. Miscellaneous. On request, the Company will furnish to the Mortgagee a written statement of the amount due hereunder. This Mortgage and the Individual Mortgages (a) may be changed, waived, discharged or terminated only by instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought and (b) shall be binding upon the Company, its successors and assigns, and all persons claiming under or through the Company or any such successor or assign, and shall inure to the benefit of and be enforceable by the Mortgagee, its successors and assigns. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. In respect of each Property, this Mortgage shall be governed by and construed in accordance with the laws of the state