

such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 3.02. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when deposited in a United States General or Branch Post Office if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows: if to Mortgagee, at 200 Park Avenue, New York, New York 10017, Attention: Edmund M. Duncan, Senior Vice President, with a copy to Leonard Rosen, Esq., Wachtel, Lipton, Rosen & Katz, 299 Park Avenue, New York, New York 10017; if to Mortgagor, at 261 Madison Avenue, New York, New York, Attention: President, with a copy to Stephen E. Jacobs, Esq., Weil, Gotshal & Manges, 767 Fifth Avenue, New York, New York 10022; Mortgagee and Mortgagor may, by written notice, similarly given, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 3.03. Whenever in this Mortgage the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

SECTION 3.04. All of the grants, covenants, terms, provisions and conditions herein contained shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee.

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