

ARTICLE III  
MISCELLANEOUS

SECTION 3.01. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, 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 on the second day following the day on which the same have been 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, c/o El Paso Products Company, P.O. Box 3986, Odessa, Texas 78760, Attention: James M. McClesky, Jr. and 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 or 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.

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