

or extracts thereof as Mortgagee shall desire and to discuss Mortgagor's affairs, finances and accounts with Mortgagor and with the officers and principals of Mortgagor, at such reasonable times as may be requested by Mortgagee. Mortgagor will furnish to Mortgagee annually within ninety (90) days after the end of Mortgagor's fiscal year an audited financial statement for the Premises and the City Project for such fiscal year prepared by an independent certified public accountant satisfactory to Mortgagee containing a profit and loss statement and all supporting schedules covering the operation of the Premises and the City Project, including, but not limited to a current listing ("Rent Roll") of all tenants, licensees and concessionaires, showing their names, the space and square feet which they occupy, their monthly rental rate and the term of their lease, and as to the City Project all of the concessionaires operating therein and all of the users thereof, the type of use and all sums paid therefor, all in reasonable detail, prepared in accordance with generally accepted accounting standards consistently applied and accompanied by the unqualified opinion and certification of such independent certified public accountant who shall have examined and certified the accuracy of such audit; and Mortgagor will furnish to Mortgagee, at any time within thirty (30) days after demand by Mortgagee, unaudited statements, certified by Mortgagor's principal financial or accounting officer, covering such financial matters as Mortgagee may reasonably request, including, without limitation, monthly operating statements with respect to the Premises and the City Project.

1.15 Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Mortgage, or of the Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable