

law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this Paragraph 1.15 shall control every other provision of this Mortgage and of the Note.

1.16 No Default Affidavits. At Mortgagee's request, all payments made under the Note or hereunder shall be accompanied by the affidavit of Mortgagor or a principal financial or accounting officer of Mortgagor, dated within five (5) days of the delivery of such payment to Mortgagee, swearing that he knows of no Default (as hereinafter defined) hereunder or under the Land Lease or the City Lease, nor of any circumstance which after notice or lapse of time or both would constitute a Default, which has occurred and is continuing or, if any such Default has occurred and is continuing, specifying the nature and period of existence thereof and the action Mortgagor has taken or proposes to take with respect thereto and, except as otherwise specified, stating that Mortgagor has fulfilled all of Mortgagor's obligations under this Mortgage and the Land Lease and the City Lease which are required to be fulfilled on or prior to the date of such affidavit.

1.17 Use and Management of Premises and City Project. Mortgagor shall at all times operate the Premises and the City Project as a hotel, office building and convention center complex. Mortgagor shall not be permitted to alter or change the use of the Premises or City Project or to abandon the Premises or City Project without the prior written consent of Mortgagee.

1.18 Conveyance of Premises or City Project. Mortgagor hereby acknowledges to Mortgagee that (i) the identity and expertise of Mortgagor and Fee Owner were and continue to be material circumstances upon which Mortgagee has relied in connection with,

