

28. That "Gross Income", as used herein and in the note, shall mean all fixed, minimum and percentage rental receipts, whether or not so designated in the leases and other agreements affecting the premises, produced by or from the premises, including without limitation, the parking facilities thereon, computed on a cash basis and in accordance with sound accounting practice, all without deduction of any expenses whatsoever; that "Calculation Year" shall mean the 12 months period commencing on January 1 and ending on the next ensuing January 1, except that the first Calculation Year shall commence on the date of the first assignment hereof, and except that the last Calculation Year shall commence on the January 1 next preceding the earlier of (x) the date of payment in full of the principal indebtedness and the interest then remaining unpaid or (y) the date which is the last day on which the interest rate specified in the note effectively determines the rate of interest for the principal indebtedness, whether because of the entry of a judgment in foreclosure or otherwise (such first occurring date being hereinafter called the "Expiry Date"), and shall end on the Expiry Date; that "interest" is used in this mortgage as defined in the note; that if any audit or examination by or on behalf of the mortgagee of any books, records, statements or data of the mortgagor shall disclose a liability for additional interest in an amount which is 5% or more in excess of the amount of additional interest theretofore computed or paid by the mortgagor for any Calculation Year, the mortgagor shall promptly pay to the mortgagee the cost of such examination or audit, as well as the further amount of additional interest due as revealed thereby; that nothing contained in this mortgage or in the note or in any other instrument further securing the note shall create a partnership or joint venture between the mortgagee and the mortgagor or between the mortgagee and any other

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