

respective leases, the space occupied and the rentals payable thereunder.

To the extent not so provided by applicable law, each lease of the Premises or of any part thereof, shall provide that, in the event of the enforcement by the Mortgagee of the remedies provided for by law or by this Mortgage, any person succeeding to the interest of the Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one (1) month in advance.

Mortgagor will not enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Mortgaged Premises which provides for a rental or other payment for such use, occupancy or utilization based in whole or in part on the income or profits derived by any person from the property leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of gross receipts or gross sales). Any such lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or utilization of any part of the Mortgaged Premises. Mortgagor further agrees to include in each lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Mortgaged Premises, a provision that no person having an interest in the possession, use, occupancy or utilization thereof shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Mortgaged Premises