

(c) Mortgagor shall furnish to Mortgagee, within ten (10) days after a request by Mortgagee to do so, a sworn statement setting forth the names of all concessionaires, lessees and tenants of the Premises and City Project, the terms of their respective leases, tenant contracts, concession or rental agreements, the space occupied, and the rentals or fees payable thereunder, and stating whether any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts, or concession or rental agreements. Any and all leases, tenant contracts and concession and rental agreements affecting the Premises or City Project or both shall provide for giving by the lessees, concessionaires or tenants thereunder of certificates with respect to the status of such leases, tenant contracts or concession or rental agreements, and Mortgagor shall exercise Mortgagor's right to request such certificates within five (5) days of any demand therefor by Mortgagee.

(d) Each tenant lease, tenant contract, concession and rental agreement pertaining to the Premises or City Project, or any part thereof, shall provide that, in the event of the enforcement by Mortgagee of the remedies provided by law or by this Mortgage, the lessee or tenant thereunder will, upon request of Mortgagee or any other person or entity succeeding to the interest of Mortgagee as a result of such enforcement, automatically become the lessee or tenant of Mortgagee or said successor in interest, without change in the terms or other provisions of said lease, tenant contract, or concession or rental agreement; provided, however, that neither Mortgagee nor any such successor in interest shall be bound by (i) any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said concessionaire, lessee or tenant of its obligations under said lease, tenant