

formance by the lessee under each lease of all obligations, covenants and agreements by such lessee to be performed thereunder. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, the Mortgagor shall exercise its right to request such certificates within five (5) days of any demand therefor by the Mortgagee.

(c) The Mortgagor shall furnish to the Mortgagee, within thirty (30) days after a request by the Mortgagee to do so, a written statement containing the names of all lessees of the Premises, the terms of their respective leases, the space occupied and the rentals payable thereunder.

SECTION 1.15. The Mortgagor will cause the Improvements to be constructed in accordance with the terms of the Building Loan Agreement, will prosecute such construction with due diligence, and will comply with the covenants made by it in the Building Loan Agreement, all of which are incorporated herein by reference as though set forth herein and will permit no Events of Default as therein defined.

SECTION 1.16. 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, the lessee thereunder will, upon request of any person succeeding to the interest of the Mortgagor as a result of such enforcement, automatically become the lessee of said successor in interest, without change in the terms or other provisions of such lease, provided, however, that said successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under said lease, or (ii) any amendment or modification of the lease made without the consent of the Mortgagee or such successor in interest. Each lease shall also provide that, upon request by said successor in interest, such lessee shall execute and deliver an instrument or instruments confirming such attornment.

SECTION 1.17. Subject to the conditions specified in the next paragraph of this Section, the Mortgagee will, upon request of the Mortgagor, execute non-disturbance and attornment agreements with lessees of the Premises which shall provide that in the event the Mortgagee or any purchaser at foreclosure shall succeed to the Mortgagor's interest in the Premises, the leases of such lessees will remain in full force and effect and be binding upon the Mortgagee or such purchaser and such lessee as though each were the original parties thereto.