

proceeding or other action to recover space leased pursuant to any Lease; or (iv) receive, collect or accept, or permit the receipt, collection or acceptance of, any prepayment of rent or other charges under any Lease for more than one month, except that the Mortgagor may, at the time of the execution of any Lease, accept rent security deposits, which shall be held by the Mortgagor in accordance with subparagraph (c).

(c) The Mortgagor shall at all times fully and promptly comply with, keep and perform all of the terms, covenants, provisions and conditions of any and all Leases on the part of the landlord thereunder to be complied with, kept and performed, and will not do or permit anything to be done which will constitute a breach of any of the terms, covenants, provisions and conditions of any thereof. The Mortgagor shall enforce the performance and observance of each and every term, covenant, provision and condition of each and every Lease to be performed or observed on the part of the tenant thereunder. The Mortgagor shall give prompt notice to the Mortgagee of (i) any notice received by the Mortgagor of any default by the landlord under any Lease, (ii) the commencement of any action or proceeding by any tenant the purpose of which shall be the cancellation of any Lease or a diminution or abatement of the rent payable thereunder, or (iii) the interposition by any tenant of any defense or counterclaim in any action or proceeding brought by the Mortgagor against such tenant; and the Mortgagor will

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