

the Permanent Loan Closing shall have been submitted to and approved by Mortgagee. All such leases shall be and remain subject and subordinate to the lien of this Mortgage, unless Mortgagee has requested that any of them be made superior to such lien, in which event Mortgagor at its expense shall have taken all steps necessary to meet such request. Mortgagor shall deliver to Mortgagee with respect to any lease as to which Mortgagee may so request, a lease ratification agreement in form and substance satisfactory to Mortgagee, executed by Tenant and Landlord thereunder and stating that such lease is in full force and effect, that it has not been modified or amended, that the Tenant is occupying the premises demised thereunder and is paying the full lease rental, that no rental payments have been made in advance (except as Mortgagee may have approved), that all work required to be performed by Landlord under the Lease has been completed and stating the commencement date of the original term of the Lease.

12. Mortgagor will furnish or cause to be furnished to Mortgagee as soon as available, and in any event within ninety (90) days after the end of each fiscal year of the Mortgagor a balance sheet of the Mortgagor and a statement of earnings from the Premises, both of which shall be acceptable to Lender, as of the end of such period, all in reasonable detail and accompanied by an opinion of independent certified public accountants subject only to qualification reasonably acceptable to Lender, who have examined such statements in accordance with generally accepted auditing standards; provided, however, that so long as (a) Haywood Mall Associates (subject to the interest of Monumental Corporation, as aforesaid) owns 100% of the legal and beneficial interest in the Premises and (b) so long as Monumental Properties Trust retains its fifty percent (50%) interest