

satisfactory to Mortgagee, executed by the 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 the landlord under such lease has been completed and stating the commencement date of the original term thereof.

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 land described in Exhibit "A" hereof both of which shall be acceptable to Mortgagee, 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 Mortgagee, 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 or its approved successor or assign retains its fifty percent (50%) interest in Haywood Mall Associates and (c) so long as no Event of Default (nor any event which with notice or lapse of time or both would constitute an Event of Default) exists hereunder, such annual reports need not be certified by an independent public accountant as required in the previous clause, but instead shall be certified as true, correct and complete by a duly authorized representative for the Mortgagor satisfactory to Mortgagee. Such

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