

any of the other Loan Documents, it is not the intention of Beneficiary to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

17. Financial Statements.

(a) Trustor represents and warrants to Beneficiary that the financial statements heretofore furnished by Trustor to Beneficiary are, as of the dates specified therein, complete and correct in all material respects and fairly present the financial condition of Trustor and any other persons that are the subject of such financial statements, and are prepared in accordance with sound accounting principles consistently applied. Trustor does not have any contingent liabilities, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Trustor and reasonably likely to have a materially adverse effect on the Trust Property or the operation of the Improvements, except as referred to or reflected in said financial statements. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operation or business of Trustor from that set forth in said financial statements.

(b) Trustor will maintain full and accurate books and records of accounts in accordance with sound accounting principles consistently applied in which full, true and correct entries shall be promptly made with respect to Trustor, the Trust Property and the operation thereof, and will permit all such books and records (including without limitation all contracts, statements, invoices, bills and claims for labor, materials and services supplied for the construction, repair or operation of the Improvements) to be inspected or audited and copies made by Beneficiary and its representatives during normal business hours and at any other reasonable times. Trustor will furnish, or cause to be furnished, to Beneficiary on or before forty-five (45) calendar days after the end of each calendar quarter the following items, each certified by Trustor as being true and correct, in such format and in such detail as Beneficiary may reasonably request: (i) a written statement (rent roll) dated as of the last day of each such calendar quarter identifying each of the Leases by the term, space occupied, rental required to be paid, security deposit paid, any rental concessions, commencement date, expiration date, options to renew or expand, expense recovery provisions, and identifying any defaults or payment delinquencies thereunder; (ii) monthly and year-to-date operating statements prepared for each calendar month during each such calendar quarter reporting period detailing the total revenues received, total expenses incurred, total cost of all capital improvements, total debt service and total cash flow. From the date hereof through the earlier of the date twelve (12) months after the date hereof or the date of disposition of the Loan by Beneficiary in a Secondary Market Transaction (defined in Paragraph 19(b)), the Trustor shall furnish on a monthly basis each of the items listed in the immediately preceding sentence (collectively, the "Pre-Securitization Financials") within twenty (20) days after the end of each calendar month. Within ninety (90) days following the end of each calendar year, Trustor shall furnish statements of its financial affairs and condition