

including a balance sheet and a statement of profit and loss for Trustor in such detail and format as Beneficiary may request, and setting forth the financial condition and the income and expenses for the Trust Property for the immediately preceding calendar year. Trustor's annual financial statements shall include (i) a list of the tenants, if any, occupying more than twenty (20%) percent of the total floor area of the Improvements, and (ii) a breakdown showing the year in which each Lease then in effect expires and the percentage of total floor area of the Improvements and the percentage of base rent with respect to which Leases shall expire in each such year, each such percentage to be expressed on both a per year and a cumulative basis. Trustor's annual financial statements shall be accompanied by a certificate executed by its chief financial officer or by an authorized representative of its Governing Entity, as applicable, stating that each such annual financial statement presents fairly the financial condition of the Trust Property being reported upon and has been prepared in accordance with sound accounting principles consistently applied. At any time and from time to time Trustor shall deliver to Beneficiary or its agents such other financial data as Beneficiary or its agents shall reasonably request with respect to the ownership, maintenance, use and operation of the Trust Property.

(c) In the event that Trustor fails to provide to Beneficiary or its designee any of the financial statements, certificates, reports or information (the "Required Records") required by this Paragraph 17 within thirty (30) days after the date upon which such Required Record is due, Trustor shall pay to Beneficiary, at Beneficiary's option and in its sole discretion, an amount equal to \$5,000.00; provided that, Beneficiary has given at least fifteen (15) days prior written notice to Trustor of such failure by Trustor to timely submit the applicable Required Record and the opportunity to cure such default by delivering the applicable Required Record during such fifteen (15) day period. Notwithstanding the foregoing, in the event that Trustor fails to provide Beneficiary with Pre-Securitization Financials within three (3) days after notice from Beneficiary that the same were not delivered on or prior to the date they were due, Trustor shall pay to Beneficiary at Beneficiary's option and in its sole discretion, an amount equal to \$5,000.00 for each month that Trustor fails to deliver the required Pre-Securitization Financials.

18. Performance of Other Agreements. Trustor shall observe and perform each and every term to be observed or performed by Trustor pursuant to the terms of any of the Intangibles or any other agreement or recorded instrument affecting or pertaining to the Trust Property. Trustor further covenants and agrees to (a) give prompt notice to the Beneficiary of any notice received by the Trustor concerning any of the Intangibles or any such other agreement or recorded instruments, together with a complete copy of any such notice, (b) enforce, short of termination thereof, the performance and observance of each and every term, covenant and provision of the Intangibles and any such other agreement and recorded instrument to be performed or observed, if any, and (c) not terminate any of the Intangibles or any such other agreement or recorded statement without the prior written consent of the Beneficiary.