

(d) The Company shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending the Company's covenant to pay any Imposition at the time and in the manner provided in this Section 1.08, unless (i) the Company shall have given prior notice to the Beneficiary of the Company's intent to so contest or object to an Imposition, (ii) the Company shall have demonstrated to the Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings, (iii) the Company shall have deposited with the Beneficiary a bond or other security satisfactory to the Beneficiary in such amount as the Beneficiary shall reasonably require, and (iv) the Company shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(e) The Company shall cause to be furnished to the Beneficiary at the Company's expense a tax reporting service covering the Trust Estate of a type and duration and with a company satisfactory to the Beneficiary.

Section 1.09 Liens. The Company shall promptly discharge all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein. Notwithstanding the foregoing, the Company shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided the Company shall first deposit with the Beneficiary a bond or other security satisfactory to the Beneficiary in such amount as the Beneficiary shall reasonably require, and provided further that the Company shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged.

Section 1.10 Leases. In the event there are any leases of the Properties and the Improvements or any part thereof under which the Company is landlord, the Company shall (i) perform or observe or cause to be performed or observed all covenants or agreements on the part of the lessor thereunder to be performed or observed, and (ii) from time to time furnish to the Beneficiary within fifteen (15) days after demand therefor a written statement containing the names of the lessees, the terms of