

or the Personal Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Properties, the Improvements or the Personal Property or any part thereof; (iii) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Beneficiary, or any action taken with respect to this Indenture by any trustee or receiver of the Beneficiary, or by any court, in any such proceeding; (iv) any claim which the Company has or might have against the Beneficiary unless it arises under the Purchase Agreement referred to in Section 3.01(e) hereof; (v) any default or failure on the part of the Beneficiary to perform or comply with any of the terms hereof or of any other agreement with the Company; or (vi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; and whether or not the Company shall have notice or knowledge of any of the foregoing.

Section 1.08 Taxes and Impositions.

(a) The Company shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are now or hereafter assessed or imposed upon the Trust Estate or become due and payable and which create a lien upon the Trust Estate or any part thereof (all such taxes, assessments and other charges of like nature being herein collectively called "Impositions"); provided, however, that if by law any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, the Company may pay the same together with any accrued interest on the unpaid balance thereof in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by the Company hereunder, or (ii) a license fee, tax or assessment imposed on the Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments