

cretion to replace any trustee or trustees and any substitute trustee by written instrument in recordable form filed for record in the office in which this Deed of Trust is recorded.

2. Payment of Partnership Note. The Partnership will duly and punctually pay or cause to be paid (a) in accordance with the terms of the Partnership Note, the principal and interest on the Partnership Note, and (b) all other sums which may become payable under the terms of the Partnership Note or this Deed of Trust and will duly perform and comply with all of the terms of the Partnership Note and this Deed of Trust.

3. Title to Property; Authority, etc. The Partnership and Supermart warrant that they own the premises with the Improvements thereon subject to no Lien other than this Deed of Trust, the Permitted Exceptions and the Net Lease; that this Deed of Trust will create in favor of the Company, as security for the Partnership Note, a first lien on and a first priority perfected security interest in the Property, subject to no Liens except Permitted Exceptions.

The Partnership and Supermart warrant that they own their respective interests in the Property and will have full power and authority to execute this Deed of Trust and to mortgage, grant, bargain, sell, convey and assign their said interests in the Property to the Company or trustees, in the manner and form herein done. The Partnership and Supermart at their expense will warrant and defend to the Company the lien and interest of the Company created by this Deed of Trust against all claims and demands and will maintain and preserve the priority of such lien until the Partnership becomes entitled to defeasance under Section 42 hereof.

4. Net Lease and Assignment. 4.1. Performance, Compliance, etc. The Partnership will perform or cause to be performed punctually all obligations, covenants and agreements to be performed by it under the Net Lease, and will at all times do all things necessary to compel performance by Color Tile of all obligations, covenants and agreements by it to be performed under the Net Lease. The Partnership will at all times maintain or cause to be maintained the validity and effectiveness of the assignment of the Net Lease hereunder to the Company and the separate Lease Assignment, dated as of the date hereof, among the Partnership, Supermart, the Company and Color Tile (the "Assignment"). Neither the Partnership nor Supermart will take any action or permit any action to be taken by others which will result in the cancellation, termination, amendment or modification of, or impair the validity of, the Assignment, except as herein or therein expressly provided. The Partnership will give the Company notice of all defaults under the Net Lease promptly after they become known to