

the Partnership and the action taken or proposed to be taken with respect thereto.

4.2. Amendment, Waiver, etc. The Partnership will maintain the Net Lease in full force and effect and will not, except with the prior written consent of the Company (a) cancel, discharge or terminate the Net Lease, or consent to or accept any cancellation, discharge, termination or surrender thereof, or permit any condition or event to exist or occur which would result in, or would entitle Color Tile to effect, any cancellation, discharge, termination or surrender of the same (except a cancellation by Color Tile described in Section 14(b) and 15 thereof), (b) amend, modify or otherwise change any term of the Net Lease, (c) waive any default under or breach of the Net Lease, (d) consent to or permit any prepayment or discount of rent or payment of advance rent under the Net Lease, (e) give any waiver, consent or approval under the Net Lease, or (f) take any other action in connection with the Net Lease which would have the effect of impairing the value of the Partnership's or the Company's interest therein or of the Property covered thereby except, that with the consent of the Company, it may reject an offer by Color Tile to purchase the Property.

4.3. Notices, etc. The Partnership will furnish to the Company promptly on receipt thereof, duplicate originals or copies of all notices and other communications furnished to it under the Net Lease, to the extent that the same shall not theretofore have been furnished to the Company by Color Tile. The Partnership from time to time upon request of the Company will make any and all demands upon and requests for information or action from Color Tile as the Partnership is entitled to make under the terms of the Net Lease.

4.4. No Assumption of Net Lease. Neither this Deed of Trust nor any action or inaction on the part of the Company will constitute an assumption on the part of the Company or any other Person of any obligation under the Net Lease prior to the purchase of the Property by such Person upon foreclosure hereof or acceptance of a deed in lieu of foreclosure. No action or inaction on the part of the Partnership will adversely affect or limit in any way the rights of the Company under this Deed of Trust, or through this Deed of Trust, under the Net Lease.

4.5. Priority of Net Lease. The Net Lease shall be prior in lien to this Deed of Trust.

5. Recordation. The Partnership at its expense will at all times cause this Deed of Trust, the Net Lease, the Assignment and any instruments amendatory hereof or thereof or supplemental hereto or thereto (and appropriate financ-