

main, and will discharge or bond any mortgage, lien, charge, lease, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Trust Estate or any part thereof, or the interest of the Partnership, or the Company therein, or the rents or other sums payable to the Company under the Net Lease other than (a) the Net Lease and any assignments or subleases permitted thereby, (b) this Deed of Trust, (c) Permitted Exceptions, and (d) liens for Impositions not yet payable or payable without the addition of any fine, penalty, interest or cost for non-payment, or being contested as permitted by Section 15.

15. Permitted Contests. The Partnership, at its expense, may contest by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any Imposition or lien therefor or any Legal Requirement or the application of any instrument of record referred to in Section 13, provided that (a) in the case of an unpaid Imposition or lien therefor, such proceedings shall suspend the collection thereof from the Partnership, the Company or the Trust Estate, (b) neither the Trust Estate nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (c) in the case of a Legal Requirement, neither the Partnership nor the Company would be in any danger of any civil or any criminal liability for failure to comply therewith and the Trust Estate would not be subject to the imposition of any lien as a result of such failure, and (d) the Partnership shall have furnished such security, if any, as may be required in the proceedings or reasonably requested by the Company. The Partnership shall give prompt written notice to the Company of the commencement of any contest referred to in the preceding sentence and in the case of a proposed contest where the matter involves \$10,000.00 or more prior written notice thereof shall be given to the Company.

16. Insurance. 16.1. Risks to be Insured; Policy Provisions. The Partnership will maintain with insurers approved by the Company insurance covering the following risks: (a) insurance with respect to the Improvements against loss or damage by fire, lightning and other risks from time to time included under "extended coverage" policies and against loss or damage by sprinkler leakage, vandalism and malicious mischief, in amounts sufficient to prevent the Company, the Partnership\* or Color Tile from becoming a co-insurer of any partial loss under the applicable policies, but in any event in amounts not less than\*\*the full insurable value (actual replacement value less actual physical depreciation) of the Improvements as determined at the request of the Company at the Partnership's expense by the insurer or insurers or by an expert approved by the Company, (b) public liability and property damage insurance against claims arising out of