

and other property, of every kind and nature now or hereafter located in, affixed or attached to or on said premises or in any building, structure or other improvement now or hereafter standing, constructed or placed upon said premises or used in connection with any such building, structure or improvements, except Lessee's Equipment (such of the Property as referred to in this clause being herein collectively called the "Improvements") and except inventory;

(ii) all rents, income, revenues, issues and profits arising from any of the aforementioned premises and Improvements and the present and continuing right to make claim for, collect, receive and receipt for, and any and all such rents, income, revenues, issues and profits, excepting therefrom Ground Rents;

(iii) any and all options now or hereafter made by Supermart to the Partnership to lease the premises and the right, title and interest of the Partnership in and to any lease made pursuant to any such option;

(b) all of the Partnership's right, title and interest, as lessee under and in and to the certain Ground Lease, dated January 19, 1981, made between Supermart, as lessor, and the Partnership, as lessee, covering the premises described in Schedule A hereto, and all amendments and modifications of said lease hereafter entered into, including without limitation the leasehold estate demised by said lease; and

(c) the Net Lease, dated January 19, 1981 between the Partnership, as lessor, and Color Tile, Inc., a Delaware corporation ("Color Tile"), as lessee, of the said premises and the Improvements (said net lease as the same may be hereafter amended, modified or supplemented with the written approval of the Company, being herein called the "Net Lease"), and the right henceforth to receive and collect all rents, income, revenues, issues and profits and other sums of money payable or receivable thereunder, whether payable as rent or otherwise, including without limitation the present and continuing right to make claim for, collect, receive and receipt for said rents, income, revenues, profits and other sums and do all things which either the Partnership or Supermart is or may become entitled to do under the Net Lease; and

(d) all proceeds and payments on the conversion, voluntary or involuntary, of any of the foregoing, into cash or otherwise, including, without limitation, all condemnation award or awards in respect of any Taking which are payable to the Partnership or Supermart from whatever source, and, to the extent of the Partnership's and Supermart's interest