

the foregoing; and the Partnership and Supermart hereby bind themselves, their successors and assigns, to warrant and forever defend the same to the Company and its respective successors and assigns.

IT IS HEREBY COVENANTED by the parties hereto that the Trust Estate is to be held and applied subject to the further terms herein set forth; and the Partnership, for itself and its successors and assigns, hereby covenants and agrees with the Company as follows:

1. (a) Definitions. As used in this Deed of Trust the following terms have the following respective meanings:

Additional Rent - as defined in the Net Lease however excluding Ground Rents.

Assignment - as defined in Section 4.1 hereof.

Basic Rent - as defined in the Net Lease.

Beneficiaries - the holders at the time of the Partnership Note.

Color Title - Lessee of the Net Lease.

Company - Bankers Life Company, an Iowa corporation, and any successors and assigns hereunder.

Deed of Trust - this Deed of Trust/Mortgage, as at the time amended, modified or supplemented, as a deed of trust or a mortgage, as the case may be, and determined under Sections 1(b), 1(c) and 1(d) hereof.

Default - any condition or event which constitutes or which, after notice or lapse of time or both, would constitute an Event of Default.

Destruction - any damage to or destruction of all or any part of the premises or the Improvements.

Events of Default - as defined in Section 22 hereof.

Ground Rents - as defined in the Net Lease.

Impositions - all taxes, assessments (including without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof), ground rents, water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all interest and penalties thereon), which at any time may be assessed, levied, confirmed or imposed on or in