

ing statements) to be recorded, registered and filed and to be kept recorded, registered or filed in such manner and in such places, and will pay all such recording, registration, filing or other taxes, fees and other charges, and will comply with all such statutes and regulations, as may be required by law in order to establish, preserve and protect the lien of this Deed of Trust and the security interest created hereby as a valid direct first lien of record and a valid perfected first security interest on the Property (including, without limitation, any such property or interest included in the Trust Estate and acquired after the execution hereof) and to establish, preserve and protect the Company's security interest in the Partnership's right to receive rents and other sums payable to it under the Net Lease which rights are assigned to the Company by this Deed of Trust and by the Assignment.

6. Sale of Property Subject to this Deed of Trust.
 In any event Supermart may, and if no Event of Default shall have occurred and be continuing hereunder, the Partnership may, sell or otherwise transfer their respective interests in the Property, subject to the lien of this Deed of Trust, and the Assignment, provided that upon any such sale or transfer each purchaser or transferee from the Partnership shall execute and deliver to the Company an instrument in recordable form and otherwise in form and substance satisfactory to the Company in which such purchaser or transferee shall (a) expressly assume and agree to be bound by the provisions of the Assignment, and (b) expressly undertakes and assumes (without personal liability) all obligations and undertakings of the Partnership contained in this Deed of Trust. Any such purchaser or transferee who shall sell or otherwise transfer his entire interest in the Property in such manner that the sale or transfer thereof made by him if it were a sale or transfer by the Partnership would be permitted by the provisions of this Section 6 shall be released from complying thereafter with said undertakings and assumptions so made by him and shall have no further liability or obligation by reason thereof, except with respect to obligations and liabilities, actual or contingent, which arise on or prior to the time of any such sale or transfer by such purchaser or transferee.

7. Maintenance and Repairs; Utility Services.
 The Partnership at its expense will keep the Property and the adjoining sidewalks, curbs, vaults and vault space, if any, streets and ways in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements, renewals, additions, betterments and improvements to the Property, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall