

premium, if any, payable with respect to the Partnership Note held by such holder, the accrued interest payable with respect to the Partnership Note held by such holder and the Section hereof pursuant to which such prepayment is to be made.

9.6. Maturity of Payments. In the case of each prepayment of the Partnership Note, the unpaid principal amount of the Partnership Note to be prepaid shall become due and payable, to the extent of the prepayment to be made in respect thereof, on the date fixed for such prepayment, together with the applicable premium, if any, and interest accrued thereon to such date.

From and after such date, unless the Partnership shall fail to pay such principal amount when so due and payable and interest as aforesaid, interest on such principal amount prepaid shall cease to accrue.

9.7. Cancellation of Partnership Note; No Reissue. When paid or prepaid in full the Partnership Note shall be surrendered to the Partnership for cancellation and shall not thereafter be reissued and no Partnership Note shall be issued in lieu of the principal amount thereof.

10. No Claims Against the Company or any Beneficiary. Nothing contained in this Deed of Trust shall constitute any consent or request by the Company, or any Beneficiary, express or implied, for the performance of any labor or services or the furnishings of any materials or other property in respect of the Property or any part thereof, nor as giving the Partnership any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Company or any Beneficiary.

11. Indemnification by the Partnership. The Partnership will, during the term of the Net Lease or thereafter while Color Tile is in possession of the Property, protect, indemnify and save harmless the Company, each trustee hereunder, if any, and each Beneficiary from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Company or any such Beneficiary by reason of the occurrence or existence of any of the following: (a) ownership or possession of the Property, or any interest therein, or receipt of any rent or other sum therefrom, (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Property or any part thereof, or the adjoining sidewalks, curbs,