

vaults and vault space, if any, streets or ways as a result of or in connection with Color Tile's or the Partnership's use of the Property; (c) any use, non-use or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways as a result of or in connection with Color Tile's or the Partnership's use of the Property, (d) any failure on the part of the Partnership or Color Tile to perform or comply with any of the terms of this Deed of Trust or the Net Lease, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, or (f) any negligence or tortious act on the part of the Partnership or any of its agents, contractors, sublessees, licensees or invitees. In case any action, suit or proceeding is brought against the Company or any Beneficiary by reason of any such occurrence, the Partnership, upon the request of the Company or such Beneficiary, as the case may be, will at the Partnership's expense resist and defend such action, suit or proceeding or will cause the same to be resisted and defended by counsel designated by the Partnership and approved by the Company or such Beneficiary, as the case may be, which approval shall not be unreasonably withheld. The obligations of the Partnership under this section shall survive the termination or satisfaction of this Deed of Trust. If Company is entitled to indemnification from Color Tile relative to any matter aforesaid Part-*

12. Payment of Impositions. Subject to Section 15 relating to contests, the Partnership will pay all Impositions before any fine, penalty, interest or cost may be added for non-payment, will deliver to the Company upon request, a Partnership Certificate certifying to the payment of all Impositions required to be paid by this Section 12 and will furnish to the Company copies of official receipts or other satisfactory proof evidencing such payments.

13. Compliance with Legal and Insurance Requirements, Instruments. Subject to Section 15 relating to contests, the Partnership at its expense will promptly (a) comply with all Legal Requirements and Insurance Requirements, whether or not compliance therewith shall require structural changes in the Improvements or interfere with the use and enjoyment of the Property or any part thereof, (b) procure, maintain and comply with all permits, licenses and other authorizations required for any use of the Property or any part thereof then being made, and for the proper erection, installation, operation and maintenance of the Improvements or any part thereof, and (c) comply with any instruments of record at the time in force affecting the Property or any part thereof.

14. Liens. The Partnership will not directly or indirectly create or permit or suffer to be created or to re-