

the possession, use or condition of the Property in such amounts as are usually carried by persons operating similar apparatus in the same general locality, (c) explosion insurance in respect to any steam and pressure boilers and similar apparatus located on the Property in amounts approved by the Company, (d) appropriate workmen's compensation insurance in respect of any work on or about the Property, and (e) such other insurance with respect to the Property in such amounts and against such insurable hazards as the Company from time to time may reasonably require. The Partnership may effect any insurance of a type not required by this Deed of Trust. In case of the occurrence of an event which might give rise to any claim under any insurance policy in effect with respect to the Property or the risks required to be insured hereunder the Company will cooperate fully with the Partnership to maximize the recovery under such policy.

All insurance maintained by the Partnership or Color Tile pursuant to this Section 16.1 shall (a) except for workmen's compensation insurance, name as insureds, as their respective interests may appear, Color Tile, Supermart, the Partnership and the Company, (b) provide that all insurance proceeds for losses of less than \$50,000.00 shall be adjusted by and, except in the case of public liability and any workmen's compensation insurance, be payable to the Partnership or to Color Tile, (c) provide that all insurance proceeds for losses of \$50,000.00 or more, except for any workmen's compensation insurance (which shall be adjusted by the Partnership and Color Tile) shall be adjusted by the Partnership and Color Tile, subject to the prior written approval of the Company, and shall, except in the case of public liability and any workmen's compensation insurance, be payable to the Company by means of a standard mortgagee loss payment endorsement, without contribution if obtainable, (d) include effective waivers by the insurer of all claims for insurance premiums against any named insured, (e) provide that any losses shall be payable notwithstanding (i) any act or failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy, by Color Tile, Supermart, the Company or the Partnership, (ii) the occupation or use of the Property for purposes more hazardous than permitted by the terms of the policy, (iii) any foreclosure or other proceeding or notice of sale relating to the Property or the Net Lease, or (iv) any change in the title or ownership of any of the Property, (f) provide that no cancellation, termination or lapse or reduction in amount or material change in coverage thereof shall be effective until at least 10 days after receipt of written notice thereof by the Company, and (g) be satisfactory in all other respects to the Company.

Notwithstanding anything in this Section 16.1 to the contrary, so long as the Net Lease is in full force and