

or prosecute what would otherwise be the Partnership's and Supermart's claim for any such award or payment and cause the same to be collected and paid over to the Company, and irrevocably authorize and empower the Company, in the name of the Partnership and Supermart or otherwise, to collect and to receipt for any such award or payment, and, in the event that the Partnership or Supermart fails so to act or is otherwise in default hereunder, to file and prosecute such claims. In the event the Partnership or Supermart fails to diligently file and prosecute what would otherwise be the Partnership's and Supermart's claim and the Company subsequently acts hereunder, the Partnership will pay all costs, fees and expenses reasonably incurred by the Company in connection with any Taking or in seeking and obtaining any award or payment on account thereof.

18.2. Partial Taking. In the event of a Taking of the Property other than a Total Taking, the Partnership will at its sole cost and expense whether or not the award or payments, if any, on account of such Taking will be sufficient for the purposes promptly commence and diligently complete (subject to Unavoidable Delays) Restoration except to the extent made impossible by any reduction in area caused by such Taking, provided that in case of a Taking for temporary use the Partnership will not be required to effect Restoration until such Taking is terminated.

18.3. Total Taking. In the event of a Taking of the Property as to which notice of termination of the Net Lease including an offer to purchase the Property is given by Color Tile, pursuant to Section 14(b) of the Net Lease ("Total Taking"), (a) the Partnership will, within 5 days after receipt of such notice of termination and offer to purchase, furnish or cause Color Tile to furnish a copy of such notice to the Company, and (b) the Partnership will prepay* on the date fixed for purchase of the Property by Color Tile the Partnership Note pursuant to Section 9 hereof to the extent and in the amount determined as set forth in Schedule D hereto as to the Property.

18.4. Application of Awards, etc. All Net Awards (including a Taking for temporary use) therefor shall be paid to the Company and at its option applied to the indebtedness secured hereby and the interest accrued thereon, or be released in whole or in part to the Partnership.

Notwithstanding anything in this Deed of Trust to the contrary, so long as the Net Lease is in full force and effect and no Event of Default thereunder exists, Net Awards shall be applied as in the Net Lease provided.

19. Certificate as to no Default; Information. Whenever requested by the Company the Partnership and Super-