

(a) each instalment of Basic Rent (as such term is defined in the Net Lease) shall be applied to the payment of the instalment of interest or combined principal and interest becoming due in respect of the Partnership Note on or before the due date of such instalment of Basic Rent;

(b) all Additional Rent (as such term is defined in the Net Lease) shall be applied to the payment of the obligation or liability in respect of which such Additional Rent was paid;

(c) all proceeds of insurance received by the Company, the Partnership, Supermart or Color Tile on account of a Total Destruction of the Property and after a rejection of Color Tile's offer to purchase the Property shall be applied to the prepayment of the Partnership Note as provided in Section 17. All other proceeds of insurance received by the Company, the Partnership, Supermart or Color Tile pursuant to this Deed of Trust on account of a Total Destruction and all insurance proceeds received by any of them on account of damage or destruction other than a Total Destruction shall be applied in the manner provided in this Deed of Trust;

(d) all awards and payments received by the Company, Supermart, the Partnership or Color Tile pursuant to this Deed of Trust on account of a Total Taking of any of the Property and after a rejection of Color Tile's offer to purchase the Property shall be applied to the prepayment of the Partnership Note as provided in Section 18. All other awards and payments on account of a Taking received by any of them pursuant to this Deed of Trust shall be applied in the manner provided in this Deed of Trust;

(e) all amounts received from Color Tile upon a purchase of the Property pursuant to the Net Lease shall be applied to the prepayment of the Partnership Note to the extent and in the amount determined as set forth in Schedule D hereto;

(f) except as otherwise specified in this Section 31, all amounts received by the Company for which application thereof is made in the Net Lease or this Deed of Trust shall be applied to the purpose for which such payment was made in accordance with the terms hereof;

(g) the balance, if any, of the foregoing amounts and all other sums, if any, received by the Company, shall, after payment in full of all amounts of principal of, premium, if any, and interest at the time due and payable on the Partnership Note, be remitted by the Company to the Partnership and Supermart or as they may direct in writing.