

and receive all earnings, income, rents, issues and profits accruing with respect thereto or any part thereof. The Company shall be under no liability for or by reason of any such taking or possession, entry, removal or holding, operation or management, except that any amounts so received by the Company shall be applied in accordance with Section 31.2.

34. Rights of the Company to Perform the Partnership's Covenants. If the Partnership or Supermart shall fail to make any payment or perform any act required to be made or performed by Partnership hereunder or under the Net Lease or any other agreement referred to herein, the Company, without notice to or demand upon the Partnership, but on 10 days notice to Supermart and Color Tile and without waiving or releasing any obligation or default may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Partnership, and may enter upon the Property or any part thereof for such purpose and take all such action thereon as, in the Company's opinion, may be necessary or appropriate therefor. All sums so paid by Company and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate of 13.45% (or at such lesser rate of interest as may be the maximum permitted by applicable law) per annum from the date of payment or incurrence, shall constitute additional indebtedness secured by this Deed of Trust and shall be paid by Partnership to Company on demand. No such payment, performance, entry or action made or taken by Company thereafter shall create any liability to Partnership, Supermart or Color Tile on the part of the Company or shall constitute or be deemed an eviction of the Partnership or Color Tile, and no payment, performance, entry or other action taken by the Company in accordance with this Section 34 shall waive or release the Partnership or Color Tile from any obligation or default hereunder or under the Net Lease or such other agreement. If, pursuant to any provision of the Net Lease, Color Tile shall have the right to purchase the Property or any part thereof, and the Partnership shall fail to comply with any provisions of the Net Lease to be complied with on the part of the Partnership in order to consummate such purchase or Supermart shall fail to do whatever is necessary on its part to transfer its interest in the Property in such case to Color Tile, the Company is hereby irrevocably appointed the agent and attorney-in-fact of the Partnership and of Supermart and of each future owner of the Property in order to comply with such provisions, including, without limitation, the execution and delivery, in the name of and on behalf of the Partnership and of Supermart or other owner of the Property, of a deed, bill of sale and/or other instrument of conveyance of the Property to Color Tile. Any amounts realized by the trustee as a result of such purchase shall be distributed as provided