

bear interest from the date of expenditure by Holly until paid at the highest lawful rate and shall be part of the Secured Indebtedness.

2.12. Grantor's Performance of Defaults. If Grantor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term in this Deed of Trust, the Indemnity Agreement, or in any other instrument securing performance of the Indemnity Agreement, Holly may perform or observe the same and all payments made (whether such payments are regular or accelerated) and costs and expenses incurred or paid by Holly in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Holly, together with interest thereon at the highest lawful rate from the date incurred until paid by Grantor shall be added to the indebtedness and secured by the lien of this Deed of Trust. Holly is hereby empowered to enter in and to authorize others to enter upon THE PROPERTY or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Grantor or any person in possession holding under Grantor.

2.13. Books and Records. Grantor shall keep and maintain at all times complete, true and accurate books of account and records reflecting the results of the operation of THE PROPERTY. Grantor shall furnish to Holly:

(a) Within ninety (90) days after the end of Grantor's fiscal year and within thirty (30) days after the end of each fiscal quarter, a statement of income and expenses with respect to THE PROPERTY in form employed by Grantor for its own business;

(b) Within ninety (90) days and after the end of Grantor's fiscal year, statements of financial condition of Grantor, in form employed by Grantor for its own business; and

(c) (If applicable) If requested by Holly, within thirty (30) days after such request, but sooner than thirty (30) days after the end of such fiscal year, a rent schedule of THE PROPERTY as of the end of such fiscal year certified by Grantor, showing the name of each tenant and the parcel occupied, the lease expiration date, the rent and additional rent due and payable, the last date to which rent was paid and whether or not such tenant was then in default under any terms of such tenant's lease or sublease and showing all tenant's space which is not occupied.

Holly and its designated agents shall have the right to inspect Grantor's books and records with respect to THE PROPERTY at all reasonable times. Should Grantor fail to comply with the requirements set forth in (a), (b) or (c) above, it shall constitute an Event of Default and Holly may (i) pursue those remedies set forth in Article 3 hereof, and (ii) direct an independent certified public accountant to audit Grantor's books and records, and the cost of such audit shall be paid by Grantor.

2.14 Use of Property. Grantor covenants that THE PROPERTY will be used for the purposes specified in the Leases unless the Lessor(s) under the Leases shall otherwise agree in writing.

2.15 Covenants Relating to Leasehold Estates. The various restaurants comprising THE PROPERTY consist of Grantor's leasehold estate created under and by virtue of certain specific lease agreements (the "Leases"), as more fully set forth and described in Exhibit A attached hereto and made a part hereof. The Trustee, Holly, and any purchaser or purchasers at foreclosure hereunder shall not in any way assume or be personally liable for the agreements and covenants made by