

(e) The taking of THE PROPERTY or any part thereof on execution or other process of law and any action against Grantor or abandonment of THE PROPERTY by Grantor.

ARTICLE IV
REMEDIES

4.01 Accrual of Holly's Right to Take Action. Upon the occurrence of an Event of Default described in Subsections 3.01(a), (b) and (e), which is not cured within thirty (30) days following written notice of such default, and upon the happening of an Event of Default described in Subsection 3.01(c), Holly shall have the option for the purpose of collecting any sums due it under the terms of the Indemnity Agreement and/or for the purpose of converting all or part of the security for the performance of Grantor's obligations under the Indemnity Agreement to cash collateral, to foreclose all or any of the liens and security interests evidenced hereby, as Holly may elect, in any manner provided for herein or provided for by law as Holly may elect.

Notwithstanding the accrual of the right to foreclose, Holly Agrees that it will not pursue such remedy if (i) such Event of Default may be cured by the payment of money; (ii) there remains available under the Letter of Credit sufficient undrawn sums to cure such Event of Default and to pay all other sums due in respect of such Default, including, but not limited to, costs, expenses, interest and attorneys' fees; (iii) the Letter of Credit is in effect; (iv) Grantor does not in any manner take any action in any manner to prevent, delay, hinder, or interfere in any manner with Holly's drawing under the Letter of Credit; and (v) the issuer promptly honors the draft or drafts drawn under the Letter of Credit when presented by Holly.

Without in any way diminishing Holly's right to draw upon the Letter of Credit in order to cure Events of Default which may be cured by the payment of money, Holly will not pursue the remedy of foreclosure unless and until an Event of Default has been asserted by a Lessor or Lessors under one or more of the Leases which has not been cured within the grace period provided herein and in the Lease or Leases.

