

If to Grantor: HTL Enterprises, Inc.  
c/o Golden Fried Chicken of America

With copy to: Philip C. Joseph, Esquire  
Joseph & Rider  
220 West Seventh Street  
Suite 206  
Post Office Box 5008  
Austin, Texas 78763

(b) Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

6.03 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Deed of Trust are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any terms hereof.

6.04 Invalid Provisions to Affect No Others. In the event that any covenants, agreement, term or provision contained in the Indemnity Agreement, or in this Deed of Trust, or in any other instrument securing the Indemnity Agreement, shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Indemnity Agreement or in any other instrument securing the Indemnity Agreement shall be in no way affected, prejudiced or disturbed thereby; and if any application of any term, restriction or covenant to any person or circumstance is deemed illegal or unenforceable, the application of such term, restriction or covenant to other persons or circumstances shall remain unaffected to the extent permitted by law.

6.05 Changes. Neither this Deed of Trust nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The modification hereof or of the Indemnity Agreement or any other instrument securing the Indemnity Agreement or the release of any part of THE PROPERTY from the lien hereof shall not impair the priority of the lien of this Deed of Trust.

6.06 Governing Law. This Deed of Trust is made by Grantor and accepted by Holly in the State of North Carolina under the laws of such state and shall be construed, enforced and governed by and in accordance with the law of such state. Proceedings for realization on the Mortgaged Property shall be governed by the law of the state of the location of the Mortgaged Property.

6.07 Required Notices. Grantor shall notify Holly promptly of the occurrence of any of the following:

(i) Receipt of notice from any governmental authority of any violation, condemnation or threatened action relating to THE PROPERTY;

(ii) Receipt of any notice of default or threatened action from any tenant leasing all or any portion of THE PROPERTY;

(iii) Any change in the occupancy or use of THE PROPERTY;