

2.10 Leases or Subleases Affecting Encumbered Property. The assignment contained in Paragraph 2.08 hereof shall not be deemed to impose upon Holly any of the obligations or duties of Grantor provided in any such lease or sublease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease or sublease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Deed of Trust and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in THE PROPERTY or any part thereof), and Grantor shall comply with and observe its obligations as landlord under all leases or subleases affecting THE PROPERTY or any part thereof. Grantor, if required by Holly, shall furnish promptly to Holly original or certified copies of all such leases hereafter created. Grantor shall not, without the express written consent of Holly, amend, modify, extend, terminate or cancel, accept the surrender of, subordinate, accelerate the payment of rent as to, or change the terms of any renewal option of any such lease or sublease hereafter created, or permit or suffer an assignment or sublease. Grantor shall not accept payment of rent more than one month in advance without the prior written consent of Holly.

Grantor shall, from time to time upon request of Holly, specifically assign to Holly as additional security hereunder, by an instrument in writing in such form as may be approved by Holly, all right, title and interest of Grantor in and to any and all leases or subleases hereafter on or affecting THE PROPERTY, together with all security therefor and all moneys payable thereunder, subject to the conditional permission hereinabove given to Grantor to collect the rentals under any such lease. Grantor shall also execute and deliver to Holly any notification, financing statement or other document reasonably required by Holly to perfect the foregoing assignment as to any such lease.

2.11 Expenses. Grantor will pay when due and payable all recording fees, attorney's fees, court costs, which may hereafter be incurred by Holly in connection with (i) in the event an Event of Default occurs, preparation for enforcement of the Indemnity Agreement, whether or not suit or other action is actually commenced or undertaken; (ii) enforcement of the Indemnity Agreement; (iii) court or administrative proceedings of any kind to which Holly may be a party, either as plaintiff or defendant, by reason of the Indemnity Agreement, this Deed of Trust or any other instrument securing performance of the Indemnity Agreement; (iv) preparation for and actions taken in connection with Holly's taking possession of THE PROPERTY; (v) negotiations with Grantor, its beneficiary, guarantor or any of their respective agents in connection with the existence or cure of any Event of Default; (vi) any proposed refinancing by Holly or approval by Holly of actions taken or proposed to be taken by Grantor, its beneficiary, guarantor or other person or entity, which approval is required by the terms of this Deed of Trust or any other instrument securing the performance of the Indemnity Agreement. Grantor will, upon demand by Holly, reimburse Holly for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless Holly from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees) which may be imposed upon or asserted against or incurred or paid by it by reason of, on account of or in connection with, any bodily injury or death or property damage occurring in or upon the vicinity of THE PROPERTY through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with THE PROPERTY, or with this Deed of Trust or any of the obligations evidenced by the Indemnity Agreement. Any amount to be paid hereunder by Grantor to Holly shall be a demand obligation owing by Grantor to Holly and shall