

herein, and Holly may at all times peaceably and quietly enter upon, hold, occupy and enjoy THE PROPERTY in accordance with the terms hereof; subject to matters affecting title as of the date of closing of the Purchase Agreement, THE PROPERTY is free and clear of all liens, security interests, charges and encumbrances whatsoever except those described in Schedule B, (b) Grantor shall maintain and preserve the lien of this Deed of Trust until all obligations secured hereby have been paid and performed in full; (c) this Deed of Trust, the Indemnity Agreement and other instruments executed in connection therewith are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene, result in a breach of, or constitute a default under any contract, agreement, indenture or undertaking to which Grantor or any Indemnitor is a party or by which Grantor or any Indemnitor or any of its or his respective properties may be bound and do not violate or contravene any law, order, decree, rule or regulation to which Grantor or Indemnitors are subject; (d) other than as disclosed in Exhibit B attached hereto, there is no financing statement covering the Collateral or its proceeds on file at any public office; (e) the leases under which Grantor holds leasehold estates in the Mortgaged Property are in full force and effect, are unamended, and no default exists thereunder; and (f) Grantor fully warrants and will forever defend the title to THE PROPERTY against the claims of all persons whomsoever claiming or to claim the same or any part thereof subject to the encumbrances described in Exhibit B and those matters affecting title as of the date of closing of the Purchase Agreement. Grantor covenants, represents and warrants that it is duly and shall continue to be duly incorporated and legally existing under the laws of the state of its incorporation and is duly and shall continue to be duly qualified to do business in such jurisdictions as its operations require; that the execution and delivery of, and performance under the Indemnity Agreement, this Deed of Trust, and all other instruments securing the performance of the obligations of Indemnitors, are within Grantor's powers and have been duly authorized by all requisite corporate action and are not in contravention of the powers of Grantor's Charter, By-Laws or other corporate papers.

2.03 Taxes and Other Charges.

2.03.1 Taxes and Assessments. Grantor covenants and agrees to pay all taxes and assessments of every kind or character charged, levied or assessed against THE PROPERTY or any part thereof, before any such taxes or assessments become delinquent; provided, however, that Grantor may in good faith, by appropriate proceeding (including without limitation payment of the asserted tax or assessment under protest if such payment must be made in order to contest such tax or assessment), contest the validity, applicability or amount of any asserted tax or assessment, and pending such contest Grantor shall not be deemed in default hereunder if on or before the due date of the asserted tax or assessment Grantor establishes an escrow acceptable to Holly in an amount estimated by Holly to be adequate to cover the payment of such tax or assessment with interest, costs and penalties and a reasonable additional sum to cover possible interest costs and penalties; and, if the amount of such escrow is insufficient to pay any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, Grantor shall pay such deficiency no later than the date such judgment becomes final.

2.03.2 Payment of Debts, Mechanics and Other Liens. Grantor will cause all debts and liabilities of any character, including without limitation all debts and liabilities for labor, material and equipment and all debts and charges for utilities servicing THE PROPERTY and maintenance incurred in the construction, operation and development of THE PROPERTY, to be promptly paid. Grantor shall not permit or suffer any