

receive payment for any loss not in excess of \$50,000, which recovery shall be held in trust by Grantor for the repair, replacement and restoration of THE PROPERTY.

(c) Grantor shall at its sole expense obtain for, deliver to and maintain for the benefit of, Holly during the life of this Deed of Trust, liability insurance policies relating to THE PROPERTY, in such amounts, with such companies and in such form as may be reasonably required by Holly. Holly may require such policies to contain an endorsement, in form satisfactory to Holly, naming Holly as an additional insured thereunder. Grantor shall pay promptly when due any premiums on such insurance policies and renewals thereof.

(d) The provisions of this Paragraph 2.03 with respect to delivery of policies to Holly and assignments thereof and the proceeds thereof to Holly and the provisions of subparagraph (d) shall be subject to the terms of any instrument referred to in Schedule B securing any prior lien on THE PROPERTY.

2.04 Condemnation or Other Damage. Holly shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation or other damage to THE PROPERTY, and is hereby authorized, at its option, to commence, appear in and prosecute in its own or Grantor's name any action or proceeding relating to any condemnation, and to settle or compromise or grant releases or acquittances of any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payment or relief, and the right thereto, are included in THE PROPERTY, and Holly, after deducting therefrom all its costs and expenses, including reasonable attorneys' fees, may release any money so received by it to Grantor to be used to repair the improvements or to build new improvements in their place, in accordance with such terms and conditions and requirements as may be imposed by Holly, or for any other purpose or object satisfactory to Holly, without affecting the lien of this Deed of Trust, or, should an Event of Default exist at such time, may apply the same, in such manner as Holly shall determine, to be held or applied as security for the performance of the obligations of Indemnitors as part of the cash Collateral Fund described in Article V hereinafter. If there shall be a total taking of the Mortgaged Property or should proceeds of condemnation exceed the cost of repair and restoration of the Mortgaged Property, the proceeds, or the excess proceeds, as the case may be, become a part of the Cash Collateral Fund. The provisions of this Paragraph 2.04 with respect to receipt and application of condemnation awards, shall be subject to the terms of any instrument referred to in Schedule B as well as the terms of the lease relating to the Mortgaged Property which is the subject of condemnation proceedings.

2.05 Care of Property.

(a) Grantor shall preserve and maintain THE PROPERTY in good condition and repair. Grantor shall not permit, commit or suffer any waste, impairment or deterioration of THE PROPERTY or any part thereof, and will not take any action which will increase the risk of fire or other hazard to THE PROPERTY or any part thereof.

(b) Except as otherwise provided in this Deed of Trust, and as contemplated under the terms of the Purchase Agreement, no part of THE PROPERTY shall be removed, demolished or altered, without the prior written consent of Holly. Grantor shall have the right, without such consent, to remove and dispose of, free from the lien of this Deed of Trust, any part of THE PROPERTY as from time to time may become worn out or obsolete, provided that either simultaneously with or prior to such removal, any such property shall be replaced with other property of equal utility and of a value at least equal to that of the