

utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, water tanks, and all engines, machines, motors, cabinets, shades, blinds, partitions, window screens, screen doors, storm windows and awnings, draperies, rugs and other floor coverings, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which property and things are declared to be permanent fixtures and accessions to Grantor's estate in the realty conveyed herein as security for the performance of the obligations of Indemnitors except to the extent any of such items are readily removable without materially affecting the structure or appearance of the building for which they are installed, but specifically including all trade fixtures; (iii) all lease or sublease agreements now or at any time hereafter covering or affecting any of the foregoing property; (iv) all easements and rights-of-way used in connection with any of the foregoing property or as a means of ingress to or egress from said property; and (v) all interests of Grantor in and to any streets, alleys and/or strips of land adjoining said land or any part thereof.

TO HAVE AND TO HOLD the foregoing property (the "Mortgaged Property"), together with all rights, estates, powers and privileges appurtenant or incident thereto, unto the Trustee and his successors or substitutes in this trust and to his or their successors and assigns, IN TRUST, HOWEVER, UPON THE TERMS, PROVISIONS AND CONDITIONS HEREIN SET FORTH.

In order to secure the payment and performance of the obligations of Indemnitors under the Indemnity Agreement referred to above and the performance of the obligations, covenants, agreements and undertakings of Grantor hereafter described, Grantor hereby grants to Holly a security interest in all equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Grantor now or hereafter attached or affixed to, except as limited hereinabove with respect to the Mortgaged Property, building or buildings now erected or hereafter to be erected on the lands described in Exhibit A attached hereto and made a part hereof, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, and all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein (collectively the "Equipment"), and all security deposits and future rentals under lease agreements now or at any time hereafter covering or affecting any of the Mortgaged Property and held by or for the benefit of Grantor, all monetary deposits which Grantor has been required to give to any public or private utility with respect to services furnished to the Mortgaged Property, or funds, accounts, instruments, documents, general intangibles, including trademarks, trade names and symbols used in connection therewith, and notes or chattel paper arising from or by virtue of any transaction related to the Mortgaged Property, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Mortgaged Property (all of the foregoing hereinafter collectively called the "Collateral") and all proceeds of the Collateral. (The "Mortgaged Property" and the "Collateral" are herein called "THE PROPERTY".)