

relating to the Lease and any Property. The Company from time to time, upon request of the Mortgagee or any Beneficiary, will make to Lessee any and all such demands and requests for information or for action as the Company is entitled to make under the Lease.

8. Substitution of Properties. In the event that the Company shall desire to obtain the release of any Property from the lien of this Mortgage in connection with the exercise by the Lessee of its right of substitution of other service station premises for such Property pursuant to the terms of section 15 of the Lease, the Company shall promptly deliver to the Mortgagee and each Beneficiary copies of the notice of substitution delivered by the Lessee under such section, as well as a written request for such release. If no Beneficiary objects in writing to such substitution, prior to or on the substitution date specified in such notice, the Property referred to in such notice

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shall be released from the lien of this Mortgage upon satisfaction of the conditions for such substitution specified in section 15 of the Lease and upon receipt by the Mortgagee of:

(a) an instrument executed by the Company duly supplementing this Mortgage so as effectively to subject to the lien hereof the service station premises to be substituted; such lien shall be subject only to Permitted Exceptions and to other exceptions approved by each Beneficiary in writing;

(b) executed counterparts of the Lease Amendment, Officers' Certificate and all other instruments delivered to the Company pursuant to section 15 of the Lease;

(c) a title insurance policy satisfactory to each Beneficiary insuring the Mortgagee's interest under this Mortgage, as so supplemented, as the holder of a first mortgage and deed of trust lien of record on such premises in an amount at least equal to their book value, as referred to in section 15 of the Lease; and

(d) all such other instruments and certificates (including opinions of counsel) as any Beneficiary or the Mortgagee reasonably may require.

The Company will pay, or cause to be paid, all costs and expenses of the Mortgagee and each Beneficiary incurred in connection with any such release, including, without limitation, the cost of title insurance, attorneys' fees and expenses, recording taxes, fees and other charges and documentary stamps.