

cause Lessee to give, written notice thereof to the Mortgagee and each Beneficiary.

16.2. Restoration. In case any building or other improvement included in any Property is partially damaged or destroyed by fire, the elements or any other cause, the Company will cause Lessee, whether or not the insurance proceeds, if any, on account of such damage or destruction are sufficient for the purpose, at Lessee's expense, to repair, rebuild or restore the same within a reasonable time as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

16.3. Total Destruction. In case of a destruction of the buildings and other improvements included in any Property as to which notice of substitution of other service station premises for such Property or notice of purchase of such Property is given by Lessee pursuant to section 12 of the Lease (herein called a "Total Destruction"), [a] the Company will within 5 days after receipt furnish or cause Lessee to furnish a copy of such notice to the Mortgagee, each Beneficiary, and each other holder of a Note, [b] in the case of a notice of substitution, the Company will either (i) if any Beneficiary shall object to such substitution, promptly give written notice to Lessee objecting thereto, or (ii) if no Beneficiary shall so object, cause such other premises to be substituted for such Property in accordance with section 8, and [c] in the case of a notice of purchase, the Company will convey such Property to Lessee pursuant to the Lease and prepay the Notes of the Present Series pursuant to section 1.2. If the Company shall fail to comply with any terms of the

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Lease to be complied with on the part of the Company in order to consummate such substitution or purchase, the Mortgagee is hereby irrevocably appointed the agent and attorney-in-fact of the Company and of each successor owner of such Property, with full power of substitution, in order to comply with such provisions, including, without limitation, the execution and delivery, in the name and on behalf of the Company or other owner of such Property, of a deed or other instrument of conveyance of such Property to Lessee, but such appointment shall not prevent any failure on the part of the Company to comply with the terms of this section from constituting a default under this Mortgage.