

to purchase any Property pursuant to the terms of section 17 of the Lease and the prepayment of Notes required by section 1.2 shall have been made (or the Mortgagee shall have received the purchase price of the Property or other funds deposited by the Company in an aggregate amount sufficient to make such prepayment), or (b) the Lessee shall elect to substitute other service station premises for any Property pursuant to section 15 of the Lease and the Company shall have subjected the premises to be substituted to the lien hereof and otherwise complied with the terms of section 8, and if, in either case, at the time the Company is not in default hereunder and the Lessee is not in default under such Lease, then such Property shall be released by the Mortgagee from the lien of this Mortgage upon the written request and at the expense of the Company.

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40. Concerning the Trustees. 40.1. Trusts Subject to Terms of Trust Agreement. If the Trustees are named as original Mortgagee hereunder or if this Mortgage is assigned to the Trustees pursuant to section 35 hereof and section 2 of the Trust Agreement, the Trustees hereby accept or will accept, as the case may be, the trusts of this Mortgage for the pro rata benefit of the holders of all the Notes from time to time outstanding in accordance with the terms hereof but only upon the terms set forth herein and in section 10 of the Trust Agreement, all of which are incorporated herein by reference.

40.2. Joinder of Individual Trustee. Without limiting the generality of section 40.1, it is understood and agreed that if S. A. Clark or another individual has been, or is hereafter joined as Individual Trustee hereunder he is or will be so joined in order to comply with any legal requirements respecting trustees under deeds of trust of property in the jurisdictions, or any of them, in which the Mortgaged Property or any part thereof is or may be situated and so that if, by any present or future law in any jurisdiction in which it may be necessary to perform any act in any execution of the trusts created hereby, the Corporate Trustee shall be incompetent or unqualified to act or if, in the opinion of the Corporate Trustee, the performance of any such act might require it to qualify to do business in such jurisdiction as a foreign corporation or to pay any taxes in its nonfiduciary capacity in such jurisdiction or might subject it to any material disability, liability or penalty, then the acts required to be performed in such jurisdiction in the execution of the trusts created hereby shall be performed by the Individual