

XVIII. Where there exists an unreleased mortgage, deed of trust, security agreement, collateral assignment or other lien (all herein collectively, for convenience, called "Security Interests") created by Lessor herein against its interest in the Head Lease or in this Sublease or Security Interests which have in whole or in part been foreclosed, then as a condition precedent to any exercise by Lessee herein of a right of cancellation of this Sublease, and as a mandatory requirement to meet before any attempted cancellation or termination of this Sublease by Lessee can become effective, Lessee must pay to the holder of such Security Interests or in the case of (2) below, to the purchaser at the foreclosure sale or to it and the holder of the Security Interests jointly, the following applicable amount:

(1) If the Security Interests have not been foreclosed in whole or in part insofar as they cover the demised premises and property covered by this Sublease, the amount of the unpaid principal of the debt secured by such Security Interests together with (a) all accrued interest down to the date of such payment, and (b) any unreimbursed reasonable out-of-pocket expense and attorneys' fees which the holder of said Security Interests in connection with the making, servicing and enforcement of said loan; provided, however, that if the Security Interests cover several of the service station subleases made between the parties hereto, then the amount of principal to be paid shall be that proportionate part of the principal which the holder of the Security Interests shall have agreed, either in the instrument evidencing it or by separate agreement with Lessee herein, is deemed allocable to the demised premises covered by this Sublease.

(Continued on next page)