

in connection with such substitution. There shall be no apportionment of any Impositions in connection with any such conveyance, Lessee being liable therefor, in the case of properties so to be substituted, as owner and then Lessee, or, in the case of properties for which substitution is to be made, as Lessee and then as owner.

31. *Mandatory Substitution.* Lessee on its part agrees that in the event of the Taking of, or the eviction of Lessee by title paramount or otherwise from, an entire service station or other facility comprised in the Leased Property (but not the whole of the Leased Property), or in the event that Lessee shall receive notice of the commencement of any proceedings for such a Taking, or in the event that Lessee shall not have commenced and completed with due diligence (subject to Unavoidable Delays) the restoration of any service station or other facility comprised in the Leased Property in accordance with its obligation so to do under Section 17 hereof, it will promptly give notice to Lessor of its intention to substitute for such service station or other facility another parcel of land pursuant to the provisions of Section 30 and shall cure any Payment Defaults existing on or prior to the Closing Date. Such substitution shall thereafter be accomplished in accordance with the provisions of Section 30 except that (a) in the case of such Taking, if on the Closing Date the title to the service station taken shall have vested in the condemning authority, Lessor shall not be required to convey such property to Lessee but shall in lieu thereof, if requested, assign to Lessee all of its right, title and interest in and to the award for such Taking, and in case of such eviction, the conveyance of such service station by Lessor shall be by quitclaim deed, and (b) anything contained in Section 30 to the contrary notwithstanding, such substitution shall be effected although a Payment Default exists on the Closing Date if Lessor or any Assignee so elects by notice in writing to Lessee on or before the Closing Date.

32. *Lessee's Waiver of Statutory Rights.* In the event of any expiration of the term of this Lease pursuant to Section 24, Lessee, so far as permitted by law, waives any notice of re-entry or of the institution of legal proceedings to that end, and any right of redemption, re-entry or repossession.