

award or payment and cause the same to be collected and paid over to the Mortgagee, and irrevocably authorizes and empowers the Mortgagee, in the name of the Company or otherwise, to collect and to receipt for any such award or payment and, in the event the Company fails so to act or is otherwise in default hereunder, to file and prosecute such claim. The Company will pay or cause Lessee to pay all costs, fees and expenses reasonably incurred by the Mortgagee in connection with any Taking and seeking and obtaining any award or payment on account thereof.

17.2. Partial Taking. In case of a Taking of any Property other than a Total Taking, the Company will cause Lessee, whether or not the awards or payments, if any, on account of such Taking are sufficient for the purpose, at Lessee's expense, to restore such Property within a reasonable time as nearly as possible to its value, condition and character immediately prior to such Taking.

17.3. Total Taking. In case of a Taking of 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 13 of the Lease (herein called a "Total Taking") (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 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 terms, including, without limitation, the execution and delivery, in the name and on behalf of the Company or other owner of such Prop-