

of Sherwood, Inc., their immediate families, their heirs or any trust or subsidiary corporation formed by them or any of the above, for a term commencing at or after the expiration of the term of this lease, the Lessor shall notify the Lessee of such offer in the manner provided in this lease for the giving of notice and the Lessee shall have the right to relet the premises upon the terms and conditions of such offer by giving the Lessor written notice of its election so to do within fifteen (15) days after receipt of Lessor's notice. In the event the Lessee fails to notify the Lessor of its election within the fifteen (15) day period, Lessor shall have the right to lease the premises to any person upon the terms and conditions contained in said notice to Lessee. Lessor agrees in consideration that if the Lessee does not elect to re-let said premises under the terms above, Dunkin' Donuts of America, Inc., at its option, may within forty-eight (48) hours of the time granted by the Lessee elect to re-let under the terms of the above, and Lessee in said event agrees to execute whatever documents are necessary to assign all its rights, title and interest to Dunkin' Donuts of America, Inc. Lessor agrees in consideration of Dunkin' Donuts of America, Inc. approving the location of this lease to send copy of such notice to Dunkin' Donuts of America, Inc., 440 Hancock Street, Quincy, Massachusetts.

In the event that the Lessor should elect to lease the demised premises to the members or officers of Sherwood, Inc., their immediate families, their heirs, or any trust or subsidiary corporation formed by them, or any of the above, as above provided, then the lease shall be conditioned that should such lessees or their assigns subsequently elect to lease the demised premises to an outsider then, and in such case, the Lessee herein shall have the right of first refusal upon the terms and conditions offered to the said outsider as provided in this paragraph. "Outsider" as herein used meaning anyone other than the members or officers of Sherwood, Inc., their immediate families, their heirs or any trust or subsidiary corporation formed by them, or any of the above.

CONDEMNATION

15. Should any portion of the demised premises be taken or condemned by any competent authority for any public use or purpose during the term of this lease, then the Lessee shall have the right to recover at law any damages which may be incurred by such condemnation or taking to its leasehold interest in the premises provided by the Laws of the State of South Carolina; and the Lessor shall have the right to recover any damages which it may sustain to its remainder or fee in the demised premises by reason of such condemnation or taking in accordance with the Laws of the State of South Carolina. In such cases of condemnation or taking the aggrieved party or parties shall recover their full damages at law, and this lease shall remain in full force and effect according to its terms as provided hereunder; provided, however, that should such taking or condemnation render the premises completely untenable for the purposes of this lease, that said lease shall terminate and the Lessee will be relieved from any liability hereunder, in which case the Lessor shall recover all the damages incurred by such taking or condemnation. For the purposes of this lease the demised premises are to be considered as being rendered completely untenable if taking or condemnation includes:

- a. The main building located on the demised premises, or any part thereof, built according to plot plan attached hereto;
- b. 35% or more of the front depth of the parking area thereof;
- c. 20% or more of the total parking area; or,
- d. such partial taking shall result in cutting off direct access from the demised premises to any adjacent public street or highway.