

does not require an offer to Tenant hereunder, the subsidiary or affiliate shall be required upon a sale to a third party to offer the premises to the Tenant in a manner herein provided, so that the exceptions to the requirement to offer will not be used as a device to avoid giving Tenant the right of first refusal of the premises in the event of an actual sale to a third party.

8. Landlord has no knowledge of any presently existing plans for the widening of the roads or other action by the County of Greenville, State of South Carolina or other governmental authority which would result in the condemnation or taking of any portion of the leased premises. Should such occur, the proceeds of such condemnation shall belong to Landlord without any prejudice to Tenant for any cause of action which it may have or assert separately for damages to its leasehold interest in the said property. If the said taking or condemnation shall reduce the area of the property without making it impossible for Tenant to operate its service station, then the rent shall abate in proportion to the area so taken, but should the area be so great as to make continued occupancy by the Tenant impossible, then Tenant's occupancy of the leased premises shall cease and determine upon the vesting of title in the condemning authority and no further rent shall be payable by Tenant subsequent to such date.

9. Tenant shall have the right to sub-let the premises or a portion thereof to a substantially responsible Tenant or Tenants provided that Tenant shall at all times remain bound for the payment of rent hereunder. Tenant shall not assign this lease without the prior written consent of Landlord which consent shall not unreasonably be withheld.

10. In the event of default Landlord shall be vested with all of the rights and remedies prescribed in such cases in accordance with the laws of the State of South Carolina and, in addition, the Landlord shall have the right immediately to come upon the premises and take charge thereof, and shall be forthwith entitled to a lien upon all of the property of the Tenant remaining