

LEGAL INTERFERENCE:

If, during the term of this lease, the right of Lessee to conduct the business herein provided for, or any part thereof, or to maintain driveways and approaches to reach said premises, shall be impaired, denied or prohibited by lawful authority, except for the fault, omission, or neglect of Lessee; or if the real estate hereby leased, or a part thereof sufficient to interfere with the business for which said premises are used, shall be condemned or acquired by grant or otherwise for the widening of streets or highways or for other public improvements, or shall be otherwise taken in the exercise of the right of eminent domain; or if the use of said premises shall, for any cause for which Lessee is not responsible, be so restricted or interfered with as to make them unfit or unsuitable for the conduct of said business; or if access to said premises be restricted or diminished by governmental change of grade on abutting streets or highways; Lessee shall notify Lessor of such condition and Lessor shall have sixty (60) days within which to make physical changes to the improvements or driveways in order to again make the premises tenantable and usable for service station purposes, and, if Lessor does not make such changes within said sixty (60) day period, the Lessee shall have the right to cancel this lease. If physical changes can be made to make the premises tenantable and usable for service station purposes and the Lessor fails to make such changes, the Lessee may make such changes for the account of Lessor and Lessor shall forthwith be liable to Lessee for such amount so expended in the same manner as provided in Article XVIII hereinafter set forth. In the event this lease is cancelled under the foregoing provisions, Lessee shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises and for the performance of any other obligations maturing prior to said date.

If a portion of the premises shall be taken as hereinabove provided, for public improvements or otherwise under the right of eminent domain, and Lessee does not elect to cancel and terminate this lease on such account, the rental herein reserved shall be reduced from the date of such taking in proportion to the number of square feet of land so taken from said premises.

Lessor shall not under any circumstances convey any portion of the demised premises to the State of SOUTH CAROLINA, or any political subdivision or agency thereof, for highway, road or street purposes, without first notifying Lessee in writing of its intention so to do at least ten (10) days prior to Lessor's execution of any such deed of conveyance. Further, Lessor shall notify Lessee immediately upon even entering into any negotiations with said State or political subdivision or agency thereof, that might culminate in any such conveyance by Lessor of any portion of said demised premises.

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