

LESSEE'S RIGHT OF FIRST REFUSAL

13. If at any time during the term of this lease the Lessor shall desire to accept a bona fide offer received by it to lease the premises to 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, 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, McDonald's System, 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 right, title and interest to McDonald's System, Inc.

Lessee

Lessor

CONDEMNATION

14. 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 Law 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.