(4) In the event any portion of the leased premises is taken or appropriated by eminent domain or other similar proceedings, or condemned for any public or quasi public use, the award for any such taking, appropriation or condemnation shall be apportioned between Landlord and Tenant according to their respective interests, taking into consideration, among other things, in determining Tenant's proportionate part, any improvements which may have been placed or erected upon said premises.

In the event of such taking, the rental herein provided shall be reduced proportionately, based upon the fair market value of the portion so taken.

- (5) The leased premises shall not be used by Tenant or its assigns in any manner so as to create a public nuisance, or for any illegal purpose, or for a junk yard or dumping ground, but Tenant otherwise shall have full and unrestricted use of said property during the term of this Lease or any renewals hereof.
- (6) Tenant, at its option, shall have the right to sublease or assign this Lease, but such sub-leases or assignments shall not relieve Tenant from its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

WITNESS:

Erulyn Hooper

POINSETT PROPERTIES, a South Carolina General Partnership

By: William D. dwiner

(LANDLORD)

Erulyn Hooper

SAM WYCHE SPORTS WORLD, INC.

By: Willing & Junes!

(TENANT)

Sec. Trens