

subleases made between the Lessee and subtenants occupying space in the demised premises, and to any renewals, modifications, replacements and extension of any such subleases with said subtenants provided that said subleases are given for valuable consideration and are not fraudulent in their terms. Lessor agrees to execute any further documents necessary to ratify said subordination. Lessor further hereby appoints the Lessee the attorney-in-fact of the Lessor irrevocably, to execute, acknowledge and deliver such instrument or instruments for and in the name and stead of Lessor.

9.5 Performance. If any subtenant performs any of the obligations of the Lessee hereunder for the account or on behalf of Lessee in accordance with authority it may have to do so under its sublease, the Lessor shall accept such performance as if the same were performed by the Lessee.

Article 10

Condemnation

10.1 Eminent domain; cancellation. It is understood and agreed that if, at any time during the continuance of this Lease, the demised real estate or the improvements or building or buildings located thereon, or any portion thereof be taken or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the rent and other adjustments made as shall be just and equitable under the circumstances. If the Lessor and the Lessee are unable to agree upon what division, annual abatement of rent or other adjustments as are just and equitable, within 30 days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy in Greenville County, South Carolina, for its decision and determination of the matters in dispute. If the legal title to the entire premises be wholly taken by condemnation, the Lease shall be cancelled.