ARTICLE XII.

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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX change of grade on abutting streets or highways; Lessee in any such event shall have the option of terminating and cancelling this lease upon thirty (30) days' notice to Lessor of its election so to do; or, in the event the happening of any of the foregoing should require physical changes to the improvements or driveways in order to again make the premises tenantable and usable for service station purposes and Lessee does not desire to cancel this lease, Lessor shall make such changes within thirty (30) days after written notice from Lessee so to do, and upon Lessor's failure so to do, Lessee may make such changes for the account of Lessor and Lessor forthwith shall be liable to Lessee for any amounts so expended, in the same manner as provided in Article XVIII hereinafter set forth; and, in the event of such termination and cancellation for any cause enumerated in this Article, Lessee shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises to Lessor 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 any political subdivision or agency thereof, that might culminate in any such conveyance by Lessor of any portion of said demised premises.

ARTICLE XIII.

EXTENSION OPTION:

For the considerations herein named, Lessor gives and grants to Lessee the exclusive option and privilege of extending the term of this lease for _____ ( ) years beginning at the expiration of the original term hereof, provided Lessee shall notify Lessor of Lessee's exercise of such option at any time during said original term. Upon the giving of such notice, this lease shall be extended, and shall continue in full force and effect, with all of the agreements, obligations, conditions, and covenants herein set forth, for and during said extended term of years; and the execution by the parties of a new lease or an instrument of any kind, extending the term of this lease in accordance with such notice shall not be required.