

limited to, water, gas, electric and telephone as they shall accrue and be due and payable. Lessee also agrees to make payment of all sums due on account of occupational licenses and other licenses or permits necessary in the operation of the business to be carried on the demised premises. In connection herewith, it is understood and agreed that in no event shall the aforementioned utility charges and/or license fees become a part of the rent determination base as hereinabove set forth.

24. INDEMNITY: Lessee agrees to indemnify and hold Lessor harmless against any expenses, loss or liability paid, suffered, or incurred as a result of any breach by Lessee of any covenants or conditions of this lease or the negligence of the Lessee, its agents or employees.

25. TITLE AND QUIET ENJOYMENT: Lessor warrants and covenants to Lessee that Lessor is, at the time of the execution of these presents, lawfully seized and possessed of the demised premises in fee simple and that it has a good and marketable title thereto and has the full right to lease the same for the term aforesaid, and that as long as Lessee is not in default hereunder, the Lessee may peaceably and quietly have, hold, occupy and enjoy the demised premises and all the appurtenances thereto without hindrance on the part of the Lessor. In connection herewith, Lessor agrees to warrant and defend Lessee to such peaceful and quiet use and possession of the demised premises against the claims of all persons claiming by, through, or under Lessor.

26. NOTICES: Any notice or demand under the terms of this lease or under any statute which must or may be given or made by a party hereto shall be in writing and shall be given or made by certified mail addressed to the respective parties as follows:

TO THE LESSOR: Palmetto Properties  
Box 6826 - B  
Greenville, S. C. 29606

TO THE LESSEE: Caper House, Inc.  
Box 6826 - B  
Greenville, S. C. 29606

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