

its sublessee for the sole purpose of erecting permanent improvements or structures upon the leased premises. In this connection, the Lessor agrees to execute upon demand a valid first mortgage encumbering the premises, or other instruments reasonably required by the Mortgagee or Lender, except that the Lessor shall not be required to sign or execute the promissory note required by such Mortgagee or Lender, nor shall it be personally responsible for the repayment of such note or other obligation. The Mortgage shall contain, inter alia, the following language:

The Mortgagor (the Lessor) joins in the execution of this mortgage for the sole purpose of subjecting its interest in the real property hereinabove described to the lien hereof and in no way assumes any personal obligation for the repayment of the debt hereby secured. The Mortgagor, Caper House, Inc., or its sublessee, or assignee, joins in the execution of this mortgage for the purpose of subjecting to the lien hereof its interest in the real property hereinabove described under the lease between _____, Lessor, and Caper House, Inc., as Lessee, dated the _____ day _____, 19 _____, a memorandum form of which is recorded in the Office of the Clerk of Court of _____ County, South Carolina, in Deed Book _____ at Page _____.

18. SUBLEASE: The Lessee shall have the full right to sublease or assign the whole or any portion of the demised premises, provided, however, that any sublessee or assignee shall be subject to the covenants, obligations and conditions herein provided for, and further provided that the Lessee or any endorsers on this lease shall remain primarily liable for all of the covenants, obligations, conditions and rentals herein provided for.

19. REAL ESTATE COMMISSIONS: The parties hereto agree that any real estate and/or other brokerage commission due with respect to the negotiation and execution of this lease shall be paid by the Lessor.

20. TITLE AND QUIET ENJOYMENTS: The Lessor covenants and agrees that the Lessee on paying the said monthly rental and performing the said covenants on its part, may peaceably and quietly have, hold and enjoy the demised premises during the primary term of this lease and any extension hereof.

21. FIRST REFUSAL UPON SALE OF PREMISES: If, during the original or any extended term, Lessor received an acceptable bona fide offer or executes any option for either (a) the purchase of Lessor's interest in the demised premises, or any part thereof, or (b) to lease the premises, or any part thereof, after the termination of the primary or any extended term, Lessor covenants and agrees to grant unto Lessee the right to meet any such offer within thirty (30) days after notification in writing by Lessor.

22. NOTICES: Any notice of 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:

TO THE LESSEE: Caper House, Inc.
Congaree Road
P. O. Box 6826, Station B
Greenville, S. C. 29606

Such notice or demand shall be deemed to have been given or made when deposited, postage prepaid, in the United States mail. The above addresses may be changed at anytime by giving thirty (30) days prior written notice as hereinabove provided.