

9. ALTERATIONS AND IMPROVEMENTS: Lessee shall have the right and privilege to make such alterations, improvements, additions and changes, structural or otherwise, during the primary term of this lease or any extension hereof, as it may desire, at its own cost and expense, in and to the demised premises in any such manner as it may deem necessary or convenient to promote the interest of its business provided that such alterations, improvements, additions, and/or changes do not decrease the value of the demised premises, as of the same time such alterations are made. Upon termination of the lease, the building with improvements shall revert to the Lessor free of debt or lien but Lessee shall have the right to remove all trade fixtures and signs.

10. INSURANCE:

(A) The Lessee agrees to indemnify and/or hold and save the Lessor harmless at all times during the primary term and any extension hereof from and against any and all loss, damage, cost or expense on account of any claim for any injury (including death) or damage either to person or property sustained by the Lessee or by any other person which arises out of the use and occupancy of the demised premises by the Lessee (except those resulting from the Lessor's unlawful or negligent acts). In connection herewith, Lessee shall, at its own cost and expense, provide and keep in force for the benefit and protection of the Lessee and Lessor, as their respective interests may appear and with the Lessor, as an additional named insured, a general liability policy or policies in standard form protecting the Lessee and Lessor against any and all liability occasioned by accident or disaster with limits of not less than \$100,000/\$300,000. Such insurance may, at the Lessee's election, be carried under the general blanket and/or group coverage of the Lessee. A renewal policy shall be secured not less than ten (10) days prior to the expiration of any policy and a certificate of the insurer, with proof of payment of premium, evidencing such insurance, shall be deposited with the Lessor upon the Lessor's request. The Lessor shall have the right to settle and adjust all liability claims against Lessor and all claims of Lessor against the insuring companies; and upon written request of the Lessor, Lessee shall, at the Lessor's own cost and expense, appear for and defend the Lessor in any action to which the Lessor may be made a party arising out of any such claim for insurance or damage.

(B) The Lessee covenants and agrees to carry fire and extended coverage insurance on the improvements to the demised premises insuring the Lessor and Lessee, as their respective interests may appear, against hazards customarily insured against by fire and extended coverage type of insurance, as now contained in policies in effect in the State of South Carolina, with such companies and mortgage endorsements as may be requested by the Lessor in an amount equal to not less than eighty percent (80%) of the insurable value of the permanent improvements constructed thereon, and to pay the premium or premiums on said insurance at the expense of the Lessee when due.

11. LOSS BY FIRE OR OTHER CASUALTY: In the event that the demised premises are partially damaged or destroyed or rendered unfit for occupancy by fire, tornado or other casualty, Lessee shall give immediate notice to Lessor, and the Lessee, may, at its own cost and expense, repair and restore the premises to substantially the condition in which they were in immediately prior to the happening of such casualty or terminate the lease. Lessor will assign his proceeds of any insurance to Caper House, Inc. should Caper House, Inc. decide to rebuild the destroyed premises. Lessor shall allow the Lessee a fair diminution of rent during the time the premises are partially unfit for occupancy, said rent shall abate until the premises have been made tenable by the Lessor. In such event, Lessee agrees, if it elects to rebuild the premises, that it will, within the space of one hundred, fifty (150) working days from the date of such destruction, cause the premises to be rebuilt in substantially the same manner as before the casualty or destruction. Provided, however, that any delay in the completion of said building and improvements caused by a strike, lockout, flood, tornado, or other acts of God shall be excluded from the computation of the one hundred, fifty (150) working days stated above.

12. CONDEMNATION: In the event a portion of the demised premises is acquired by the power of Eminent Domain or threat of the same, the Lessee shall have the option to either terminate and cancel the lease at the time the portion of the premises is surrendered, or remain in the demised premises with the remaining monthly rentals provided for above, equitably reduced.

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