

23. TITLE: Lessor warrants that it has good and marketable fee simple title to the property described herein free and clear of all liens, easements and restrictions. Lessor agrees that Lessee shall have sixty (60) days from the date of this Agreement in which to examine title to the demised premises. Within said 60 days, Lessee shall notify Lessor of any title defects or title objections or other matters which, in its judgment, render title to the premises unmarketable. Lessor shall have thirty (30) days thereafter in which to cure such title defect. If any such title defect is not cured within said thirty day period or waived in writing by Lessee, this Agreement shall be null and void and the rights and obligations of both parties hereunder shall terminate.

24. MEMORANDUM OF LEASE: Lessor agrees that it will, at the request of Lessee, execute and deliver a Notice or Memorandum of Lease in form satisfactory to counsel for Lessee, together with such other documents as Lessee shall reasonably require to give notice and make filing with respect to the execution of the within Lease Agreement.

25. DIVISIBILITY: If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be valid and enforceable to the fullest extent permitted by law.

26. ENTIRE AGREEMENT: This instrument contains the entire and only agreement between the parties, and no oral statements or representation or prior written matter not contained in this instrument shall have any force or effect. This lease shall not be modified or amended in anyway except by a writing executed by both parties.

27. RIGHTS OF SUCCESSORS AND ASSIGNS: The covenants and conditions contained in this lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns, but neither the Lessor nor the Lessee shall be bound or liable unless and until this lease shall have been executed and delivered by both Lessor and Lessee. In the event that there shall be more than one party Lessor to this lease, each Lessor shall be jointly and severally liable for the performance and observance of each and all of the provisions on Lessor's part to be performed and observed.

IN WITNESS WHEREOF, the undersigned parties have caused this lease to be executed this date and year first above written.

Randall Bentley

Randall Bentley

Randall Bentley

E. The M. Capers

Julie C. Thompson

Douglas M. Elliott

As to Lessee

Leola F. Smith

Michael F. Smith (L.S.)

Douglas F. Smith

Richard H. Smith

CAPER HOUSE, INC.

By: William F. Jones, III (L.S.)

Lessee

ADDENDUM

- 6.a This lease is made subject to the Lessee securing a permit for the off-premises sale of beer and wine.