

specifically understood and agreed that any sale, assignment or mortgage made by Landlord which effects the demised premises shall be subject to the terms of the within Lease and all of Tenant's rights and privileges and terms thereunder.

ARTICLE X - DAMAGE, DESTRUCTION AND INSURANCE

Section 10.01 In addition to the rent as provided above, the Tenant will pay to the Landlord such sums as are equal to the Landlord's premium on a fire and extended coverage insurance policy on the restaurant building to be constructed on said premises insuring said building for its actual worth. Said amounts to be paid by the Tenant to the Landlord within fifteen (15) days after presentation to the Tenant of a statement showing the Landlord as paying such premium. It is also understood that the Tenant, in addition to the first required payment described hereunder, shall also pay to the Landlord a sum equal to such amount as the Landlord has paid for builders' risk insurance during construction of the aforesaid building.

Section 10.02 In the event the demised premises are damaged or rendered totally or partially untenable by fire or other casualty during the term of this Lease or any extension thereof, the Landlord will at Tenant's option, spend, any amounts it receives under the above-mentioned insurance policy, toward repairing or replacing the building to be built on the demised premises. In the event such sum is not adequate for such purpose, the Tenant shall furnish such additional sums as are necessary for such purpose. In the event the Tenant does not elect to have the building repaired or replaced, the proceeds from said insurance shall belong to the Landlord absolutely and, if the building has been destroyed, the Lease will terminate. During repairs or replacement of the building, the rent shall not abate and the Tenant is required to purchase business interruption insurance in such sum as is adequate to pay for the rent due to the Landlord under this contract.

In the event the building is destroyed or rendered totally untenable by fire or other casualty, the Tenant will, within fifteen (15) days thereafter, notify the Landlord in writing as to its intentions of exercising its option hereunder requiring the Landlord to repair or replace said building.

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