

rent shall be deemed a tenancy at sufferance, but after Landlord accepts, rent shall be deemed a tenancy from month to month subject to the provisions, conditions and covenants in this Lease contained, and may be terminated upon one (1) month's notice in writing by either party to the other.

ARTICLE XXV - STATEMENT OF OFFSET

Section 25.01 Tenant agrees from time to time upon Landlord's request, provided it will be at no cost to Tenant, to sign and deliver to Landlord or to any mortgagee, trustee or purchaser, a statement certifying that this Lease is in full force and effect, that there are no offsets to said Lease and certifying the date (s) to which rentals have been paid, if such statement is true.

ARTICLE XXVI - MODIFICATIONS, CHANGES

Section 26.01 This writing contains the entire agreement between the parties hereto and no agent, representative, salesman, employee or officer of either the Landlord or Tenant has authority to make or has made any statement, agreement or representation, oral or written, in connection herewith, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter the terms and conditions herein set forth. No negotiations between the parties nor any custom or usage shall be permitted to modify or contradict any of the terms hereof. No modification, alteration, change or changes, waiver or estoppel to this Lease or any of the terms hereof shall be valid or binding unless in writing and signed by the duly authorized officers of both the parties hereto.

ARTICLE XXVII - WAIVER OF JURY TRIAL AND COUNTERCLAIMS

Section 27.01 Landlord and Tenant shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the leased premises, and/or any claim or injury of damage, in the event the Landlord commences any proceedings for non-payment of rent, minimum rent, percentage rent or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

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