

parties which is attached hereto as Exhibit D. That the total cost of said improvements as called for by said contract in the sum of \$102,627.00 shall be paid by the Landlord.

No changes or additions to the aforesaid plans, specifications or construction contract shall be authorized by Landlord, nor shall any "extras" to contract or contract specifications be incurred without Landlord's prior written consent.

ARTICLE II - TERM OF LEASE: POSSESSION

Section 2.01 The terms of this Lease shall commence on date Tenant opens the restaurant on the demised premises to the general public or on the 31st day of July, 1977, whichever occurs first, and shall end ten years after rent commences, as hereinafter provided, and the Tenant shall have the option to extend this Lease for an additional ten years under the said terms and conditions of this Lease. This option shall be deemed to be exercised unless the Tenant notifies in writing, Eugene S. Wiggins, Edward G. Jones, Harold H. Park, and Kenneth Gurley, or any two of said parties, that the Tenant is not exercising the option to extend this Lease. Said notice shall be by registered or certified mail addressed to said individuals at their home addresses.

Section 2.02 The rent shall commence on the 31st day of July, 1977, or on such earlier date if the Tenant opens its restaurant on the demised premises for business prior to the 31st day of July, 1977. If the rent commencement date falls during a calendar month, the rent to the first day of the succeeding calendar month shall be pro-rated on the basis of the actual number of days remaining in such month considering that the monthly rental payments are to be \$2,967.90. If the term of this Lease ends on other than the last day of month, the rent for such partial month shall be pro-rated.

Section 2.03 In the event that completion of construction of the building to be built on the demised premises is delayed under the terms of the construction contract because rainy days were not considered as working days, then the commencement date of this Lease shall be so extended unless Tenant opens for business prior thereto.

WIGGINS AND STEEN
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