

terms and conditions except for the rent which shall be reduced to \$2,430.00 per month. Such option shall be exercised by notice from Tenant to Landlord of its election to renew, given not later than one (1) year prior to the expiration of the original term. Upon the giving of such notice the term of this Lease shall be deemed extended to the date set for the expiration of such renewal term. The same steps and procedure for renewing this Lease for the first term shall apply to the second term. Wherever reference is made to the term hereof, the same shall refer to the original term, and any extension thereof.

ARTICLE XXII - COVENANT OF QUIET POSSESSION AND ENJOYMENT

Section 22.01 The Landlord covenants and warrants to and with Tenant that the Landlord has a good and lawful right to execute and enter into the within Lease and covenants with the Tenant to keep the Tenant in quiet possession of said premises during the term hereof, and during any extension thereof, provided Tenant keeps and performs all of Tenant's covenants, agreements and undertakings hereunder.

Tenant specifically represents and warrants that the demised premises has a zoning classification which will enable the Tenant to obtain the necessary building permit or permits, to construct the building and related facilities and improvements as hereinabove specified and which will enable Tenant to secure the necessary permit or permits to operate and use the demised premises for the operation of a "Zantigo" Mexican-American Restaurant.

ARTICLE XXIII - RECORDATION, SHORT FORM

Section 23.01 Landlord agrees, upon Tenant's request, to execute a short form of this Lease within thirty (30) days after the execution and delivery of this Lease; Tenant may record such short form lease at its sole cost and expense. The provisions of this Lease shall control, however, in regard to any omissions from said short form or in respect of any provisions hereof which may be in conflict with such short form.

ARTICLE XXIV - HOLDING OVER

Section 24.01 Should Tenant hold over after the expiration of the term without Landlord's written consent, such holding over prior to Landlord's acceptance of

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