

if that were the date of expiration originally set forth herein, and Tenant shall then quit and surrender the demised premises to the Landlord.

ARTICLE XXXII - SUBSTANTIALLY COMPLETE - DEFINITION

Section 32.01 Whenever the words "Substantially completed" or "Substantial completion" or "substantially complete" appear in this Lease, the same shall be deemed to mean that the demised premises are suitable for use and occupancy as a restaurant.

ARTICLE XXXIII - GOVERNING LAW

Section 33.01 This Lease shall be governed by the laws of South Carolina and should any differences arise between the parties hereto, such shall be resolved in the proper Court in South Carolina.

ARTICLE XXXIV - BANKRUPTCY AND DEFAULT PROVISIONS

Section 34.01 If Tenant fails to pay the rent, as herein provided as same becomes due and payable and such failure shall continue for twenty (20) days after notice from Landlord to Tenant, or if Tenant be adjudicated bankrupt or makes an assignment for the benefit of creditors and such assignee or representative of the bankruptcy Court asserts or claims an interest in the demised premises, or this Lease which claim is not discharged in thirty (30) days, or if Tenant vacates or abandons the demised premises and permits same to be unoccupied or unattended for thirty (30) days, then, in such an event, Landlord at its option may terminate this Lease and Landlord may re-enter the demised premises and remove Tenant's property therefrom and reposses said premises and Landlord may re-let said premises for such term as Landlord deems proper, without prejudice to Landlord's claim for damages for rents due for the remainder of the term and for such other damages as the Landlord is properly entitled to, and it is understood and agreed that Landlord is entitled to recover from Tenant legal expenses, attorneys fees, brokerage commissions, and all costs to Landlord's in connection with repossession and re-letting.

ARTICLE XXXV - REDUCTION OF RENT

Section 35.01 It is further agreed between the parties that the Landlord has the right at any time to terminate this Lease agreement as to seventy-five (75) feet of the demised premises adjoining the fifty (50) foot street and thereby

WIGGINS AND STEEN  
ATTORNEYS AT LAW  
224 WATER STREET  
RICHMOND, KY.