

Default  
and  
Remedies

19. If any rent is due and remains unpaid for ten days after receipt of notice from Landlord, or if Tenant breaches any of the other covenants of this lease and if such other breach continues for thirty days after receipt of notice from Landlord, Landlord shall then but not until then, have the right to sue for rent, or to terminate this lease and re-enter said premises; but if Tenant shall pay said rent within said ten days, or in good faith within said thirty days commence to correct such other breach, and diligently proceed therewith, then Tenant shall not be considered in default. If Landlord shall from time to time fail to pay any sum or sums due to Tenant and if such failure continues for thirty days after receipt of notice from Tenant, Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such sum or sums from the rent. If Landlord shall from time to time fail to perform any act or acts required of Landlord by this lease and if such failure continues for thirty days after receipt of notice from Tenant, Tenant shall then have the right, at Tenant's option, to perform such act or acts and the full amount of the cost and expense so incurred shall immediately be owing by Landlord to Tenant, and Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such amount from the rent. No delay on the part of either party in enforcing any of the provisions of this lease shall be considered as a waiver thereof.

Title  
and  
Possession

20. (a) Landlord covenants, represents and warrants that Landlord has legal title to the entire property shown on said attached plan and the right to make this lease, that said entire property is now free and clear of all liens, encumbrances and restrictions, except:

and that upon paying the rents and keeping the agreements of this lease on its part to be kept and performed, Tenant shall have peaceful and uninterrupted possession during the continuance of this lease. Landlord shall furnish Tenant satisfactory evidence of Landlord's title.

(b) If at the time of delivery of possession of the leased premises to Tenant, the entire property shown on said attached plan, or any part thereof, is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to this lease, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either (i) making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to this lease and to the leasehold estate created hereby and to all of Tenant's rights hereunder, or (ii) obligating any party acquiring title or right of possession under or by virtue of such mortgage, deed of trust or other encumbrance to be bound by this lease and by all of Tenant's rights hereunder, provided that Tenant is not then in continued default, after notice, in the payment of rents or otherwise under the terms of this lease.

21. If during the 20 day period prior to the opening of Tenant's entire store, Tenant shall commence the service of food and beverages for consumption on the premises, such service prior to such entire opening shall not be deemed opening for business within the meaning of section (a) of Article 2 but instead the cash receipts of sales therefrom prior to such entire opening shall be included with the cash receipts of sales for the first lease year.

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