

20. LESSOR'S COVENANTS. LESSOR covenants that he has good and marketable title to the Leased Premises in fee simple absolute and that the same is subject to no liens, mortgages, agreements, encumbrances, liens, restrictions or defects in title affecting the Leased Premises or the rights granted LESSEE in this Lease; that there are no restrictive covenants, zoning or other ordinances or regulations applicable to the Leased Premises which will prevent LESSEE from conducting its usual business; and that, in the event the Leased Premises are in an area where the sale of beer for off-premises consumption is permitted by law, there are no restrictive covenants applicable to the Leased Premises which will prevent LESSEE from selling beer for off-premises consumption.

21. FIRST REFUSAL OPTION. After the expiration of six (6) months from the Commencement Date and during the primary term or any extension of the term of this Lease, LESSEE, if in good standing under this Lease, shall have and is hereby granted a first option to purchase the Leased Premises in the event LESSOR decides to sell the same. If LESSOR does so determine, LESSOR shall give written notice thereof to LESSEE setting forth the sale price which LESSOR is willing to accept and all other terms and conditions of the proposed sale. LESSEE shall forfeit its option unless within five (5) days after receipt of such notice, it gives written notice of the exercise of its option to LESSOR. If LESSEE shall not elect to exercise such option, LESSOR may sell the Leased Premises to any other party at a price not less than that offered to LESSEE; but if such price shall be reduced, the Leased Premises shall again be offered to LESSEE on the terms set forth herein. If LESSOR does sell the Leased Premises after LESSEE has declined to exercise its aforesaid option, the aforesaid option to purchase granted to LESSEE herein shall cease and terminate. The foregoing option to purchase shall not apply to a sale or transfer to an affiliate of LESSOR, or to any person, firm or corporation which succeeds to all or a substantial portion of LESSOR'S business, provided that in the event of any such sale or transfer, LESSEE'S first refusal option to purchase shall run with the property as to any such purchaser or transferee from LESSOR. If LESSEE exercises its first option to purchase, LESSOR shall, within 30 days after receipt of notice of exercise, convey to LESSEE merchantable title in fee simple to the Leased Premises by a Special Warranty Deed free and clear of all encumbrances except those in effect at the time of the execution of this Lease and those that are caused by LESSEE or anyone other than LESSOR. Notwithstanding the foregoing, LESSOR may elect to sell the Leased Premises to LESSEE subject to the mortgage or mortgages thereon, and the principal amount thereof as of the date of sale shall be a credit to LESSEE towards the purchase price. If LESSOR does elect to sell subject to a mortgage or mortgages, interest thereon shall be pro-rated as of the date of sale. LESSOR may not sell the Leased Premises prior to the expiration of six (6) months from the Commencement Date without first obtaining LESSEE'S prior written approval of the purchaser. LESSEE'S approval shall be at its complete discretion.

22. QUIET ENJOYMENT. LESSEE upon paying the rent and performing the covenants and agreements of this Lease shall quietly have, hold and enjoy the Leased Premises and all rights granted LESSEE in this Lease during the Primary Term and extensions thereof, if any.

23. SUBORDINATION. LESSEE hereby agrees that the leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Leased Premises provided that as a condition precedent to such subordination, each such mortgagee shall expressly covenant or each such mortgage shall expressly provide that, so long as LESSEE is not in default under this Lease, LESSEE'S quiet possession of the Leased Premises shall remain undisturbed, on the terms and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the holder of the mortgage in connection therewith.

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