

XXX.

The Lessor hereby covenants and agrees to deliver full and complete physical possession of the Demised Premises to the Lessee at the time and in the manner provided in and by Paragraph X of the Contract of Sale, dated *November 19*, 1971, by and between the Lessor, as Seller and the Lessee, as Purchaser, which provides among other things for the sale of the restaurant business on the Demised Premises and certain personal property to the Lessee, as Purchaser.

XXXI.

The Lessor hereby further covenants and agrees that in the event any claims of creditors of the Seller or of any other persons, firms or corporations are asserted against the Lessee, as the Purchaser under the aforementioned Contract of Sale, or in the event any liens, encumbrances, or taxes or violations are claimed, asserted, filed or recorded against the Demised Premises or the restaurant business or any of the property sold to the Lessee as Purchaser under the aforesaid Contract of Sale, that the Lessor will pay, satisfy and/or discharge any such claims of creditors or of any other persons, firms, or corporations, liens, encumbrances, taxes or violations forthwith. The Lessor hereby further covenants and agrees that in the event the Lessor shall fail, refuse or neglect to pay, satisfy and/or discharge any claims of creditors or of any other persons, firms or corporations or any liens, encumbrances, taxes or violations, as aforesaid, that then and in such event or events, the Lessee shall have the right, at its election, to pay, satisfy and/or discharge the same or any part thereof and thereupon, in addition to any and all rights and remedies that Lessee has or may or shall have, at law or in equity, the Lessee shall have the right to deduct and retain out of any rental or percentage rental, or other sums of money, then or thereafter due or to become due and payable to the Lessor hereunder, the amount or amounts which Lessee has paid, expended or disbursed, to pay, satisfy or discharge the same, together with any and all costs, expenses or damages that Lessee may have suffered by reason thereof, plus interest thereon at the maximum legal rate, or if there is no maximum legal rate, then at the rate of six percent (6%) per annum, until the same shall have been fully recouped by or repaid to the Lessee.

XXXII.

It is hereby further understood and agreed that none of the rights and remedies of the parties hereto, whether conferred upon or reserved to them by or under this Lease or given to them by or at law, in equity or by statute, shall be exclusive and that each, every and all of the respective rights and remedies of the parties hereto, as aforesaid shall be cumulative, it being intended that, each of the parties hereto shall have the right and each of the parties hereto is hereby given the right to prosecute, assert or pursue any, every and all of its respective rights and remedies, as aforesaid, separately, successively or concurrently.