

"Lessee" shall mean the tenant then in possession of the Leased Premises.

(3) Abandonment: If the Leased Premises becomes vacant or deserted for a period of 30 days.

(4) Assignment: If this Lease shall be assigned or the Leased Premised sublet other than in accordance with the terms of this Lease and such default is not cured within 15 days after notice.

(5) Rent: If the Lessee shall be in default in the payment of any basic rent or additional rent and such default is not cured within 20 business days after mailing of written notice thereof by the Lessor.

(b) If the Lessor shall give the five days' notice of termination provided in subparagraph (a), then at the expiration of such period this Lease shall terminate as completely as if that were the date fixed for the expiration of the term of this Lease, and the Lessee shall then surrender the Leased Premises to the Lessor. If this Lease shall so terminate, it shall be lawful for the Lessor, at his option, without formal demand or notice of any kind, to reenter the Leased Premises by an unlawful detainer action or by any other means, including force, and to remove the Lessee therefrom without being liable for any damages therefor. Upon the termination of this Lease, the Lessor shall have the right, at his election, to terminate any sublease then in effect, without the consent of the sublessee concerned.

(c) The Lessee shall remain liable for all its obligations under this Lease, despite the Lessor's reentry, and the Lessor may rerent or use the Leased Premises as agent for the Lessee, if the Lessor so elects. The Lessee waives any legal requirement for notice of intention to reenter and any right of redemption.

20. If the Lessor defaults in the observance or performance of any term or covenant required to be performed by him under this Lease, or fails to make any mortgage payment required, the Lessee, after not less than 20 days' notice to the Lessor, may, but shall not be obligated, to remedy such default. All sums extended or obligations incurred by the Lessee in connection therewith shall be paid by the Lessor to the Lessee upon demand, and if the Lessor fails to reimburse the Lessee, the Lessee, may in addition to any other right or remedy that the Lessee may have, deduct such amount from subsequent installments of basic rent which time to time thereafter become due to the Lessor.

21. It is mutually covenanted and agreed that if the Leased Premises should be wholly or partially destroyed or damaged by fire, or other casualty, this Lease shall not be terminated, but the Lessee shall rebuild and restore said Leased Premises within a reasonable time, and the rent shall be abated proportionally until the Leased Premises shall have been restored.

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