

days after written notice from Lessor to Lessee, or if the leased premises or any part thereof shall be abandoned or vacated, or if Lessee shall be discontinued by or under authority other than Lessor, if Lessee shall file a voluntary petition in bankruptcy, or if Lessee shall file any petition or institute any proceeding under any insolvency or Bankruptcy Act (or any amendment thereto hereafter made) seeking to effect a reorganization or a composition with Lessee's creditors, or if (in the proceedings based on the insolvency of Lessee or relating to bankruptcy proceedings) a receiver or trustee shall be appointed for Lessee or the leased premises, or if any proceedings shall be commenced for the reorganization of Lessee, or if the leasehold estate created hereby shall be taken on execution or by any process of law, or if Lessee shall admit in writing Lessee's inability to pay Lessee's obligations generally as they become due, then Lessor may, at Lessor's option, terminate this lease, without further notice, and Lessor and Lessor's agents and servants may immediately, or at any time thereafter, re-enter the leased premises and remove all persons and property therefrom (by legal proceedings or by force or otherwise) without being liable to indictment, prosecution, or damage therefore, or without terminating this lease recover the leased premises as aforesaid and in that event Lessor agrees to use Lessor's best efforts to relet said premises on behalf of the Lessee at whatever rent, for a term that may be more or less than the expired portion of the within lease, and upon such other terms, provisions and conditions as Lessor deems advisable, applying any moneys collected first to the payment of any rental or other charges due to Lessor. Lessee shall remain liable for any deficiency in rental which shall be paid upon demand therefore to Lessor.

19. Condemnation. If the whole of the leased premises shall be taken or condemned in any eminent domain, condemnation or like proceeding by any competent authority for any public or quasi-public use or purpose (including, for the purposes of this Section, any voluntary conveyance in lieu of such proceeding), or if such portion thereof shall be taken or condemned as to make it unreasonable to use the remaining portion for the conduct of Lessee's business, then in any of such events, the term of this lease shall cease and terminate as of the date of such taking or condemnation, and any award for such taking or condemnation shall belong to the Lessor provided, however, that Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damages to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements, and equipment. Notwithstanding the earlier termination, the Lessee shall continue to pay the rent hereunder and to make all other payments required hereunder until such time as the Lessee vacates the premises.

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