

liable to indictment, prosecution or damage therefor, 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 resuming or obtaining possession, and second to the payment of costs of placing the leased premises in rentable condition, third in the payment of any real estate commission incurred by Lessor in such reletting and fourth, for the payment of any rental or other charges due hereunder and any other charges due to Lessor. Any surplus remaining thereafter shall be paid to Lessee and Lessee shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Lessor.

19. Condemnation. If (i) 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 purpose of this Section, any voluntary conveyance in lieu of such proceedings), (ii) more than 25 % of the building located on the leased premises shall be taken or condemned or (iii) 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 leased premises or shall be required to surrender

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