

such taking (which word "award" shall include any settlement, or purchase price under a sale in lieu of condemnation) available to Tenant to be used to promptly restore, replace or repair the Premises, to the same condition as existed immediately prior to such taking insofar as is reasonably possible. If the award shall exceed the amount spent or to be spent promptly to effect such restoration, repair or replacement, such excess amount shall be credited on rental, as such rentals become due under the lease but only to the extent of diminution in rental value for the combined original term and any extensions or renewals, and any portion of the award not used for restoration, replacement or repair and in excess of diminution in rental value during such period shall unconditionally belong to Landlord. Such excess amount determined to be credited against rentals shall be credited against rental becoming payable on the first day of the month next succeeding the date the award becomes available to Landlord and against such successive month's rental until the award to the extent of such diminution in rental value is exhausted.

(c) Landlord shall not agree to any award without the prior written consent of Tenant, which will not be unreasonably withheld.

(d) Nothing herein shall affect, limit or impair Tenant's right to an award for the leasehold improvements owned by Tenant or any portions thereof, its leasehold estate and for moving or similar expenses, for loss of its business or for business inconvenience or any other damages or losses Tenant might suffer as a result of the condemnation.

(e) The foregoing shall not limit, modify or restrict the rights of any first mortgagee to collect, receive and apply the proceeds of any condemnation award in accordance with the terms and provisions of its first mortgage provided that both Landlord and Tenant have executed said mortgage.