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interest therein or sublease the leased premises or any part thereof, either absolutely or as security.

(10) If the whole of the leased premises shall be taken by right of eminent domain, the Lease shall be terminated as of the time of the taking, and rent payable hereunder shall be apportioned and adjusted as of such time. If a part of the leased premises shall be taken by right of eminent domain this Lease shall not be terminated, but after such taking the rent payable hereunder shall abate in proportion to the area of the leased realty so taken; provided, however, that if, as a result of any such partial taking of the leased premises, the remaining part thereof shall not be reasonably usable by the Lessee for its business purposes, then the Lessee shall have the right, if it so elects, to terminate this Lease by giving the Lessor, within thirty days after such taking, written notice of the exercise of said election. Any award payable on account of such taking by eminent domain shall belong to the Lessor.

(11) In the event that the Lessee shall at any time during the term of this Lease fail to make full and proper payment of the stipulated annual rental plus any adjustments hereunder and shall not pay the same within twenty (20) days after written notice of such default given by the Lessor, or in the event either party hereto shall breach any other material covenant, condition or agreement herein contained and shall not remedy the same within thirty (30) days after receiving written notice of such breach by the other party (or shall not within said period commence to remedy the breach and thereafter prosecute the remedying thereof to completion with due diligence), then either party not in default may, at its sole option, declare this Lease terminated, and may thereafter proceed to enforce any legal remedies then available (including, without limitation,