

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, the right of the Lessor to re-enter upon and retake possession of the leased premises in case of a breach of covenant by the Lessee).

(12) If, during the term of this Lease, the Lessee shall become insolvent, or either voluntarily or involuntarily enter into bankruptcy, receivership or other debtor proceedings, or shall make or attempt to make an arrangement or composition among its creditors under any statute or agreement, or shall permit an attachment or levy upon the leased premises, or shall vacate the leased premises without the written consent