for herein, or a proportionate part thereof, shall be abated until said building shall have been restored by the Lessor; provided, however, that either party may, at its option, declare the Lease terminated.

- (8) If the leased property, or such substantial portion thereof as would render the remainder unsuitable for the aforesaid use by the Lessee, is taken under the power of eminent domain or condemnation, then this Lease shall terminate forthwith; provided, however, that in such case the Lessee shall have the option of continuing the Lease according to its terms and paying full rental as herein provided. If any such taking of any part of the leased property shall not render the property unsuitable for use as aforesaid, a just proportion of the rent shall be abated and this Lease shall continue in full force and effect. Any award of damages for said taking of the leased property under the power of eminent domain or condemnation shall be paid to the Lessor and the Lessee shall have no claim or interest therein.
- (9) In the event that either party hereto breaches any covenant herein contained, including the covenant to pay rent, the other party may terminate this Lease upon giving twenty (20) days' prior written notice thereof to the party breaching the covenant, 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 property in case of a breach of covenant by the Lessee); provided, however, that