

said. Whenever time is figured from a notice, such time shall run from the receipt thereof.

All of the covenants, agreements, conditions and undertakings of this lease and the provisions for notice and the service thereof in this lease provided shall extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the respective parties hereto in the same manner as if they were in every case named, and same shall be construed as covenants running with the land.

None of the terms, covenants or conditions of this lease to be kept and performed by landlord or by tenant shall in any manner be altered, waived, modified, changed, or abandoned except by a written instrument duly signed by the party against whom it operates.

In the event of the taking in the exercise of the power of eminent domain, or like power of the whole or any portion of the demised premises at any time prior to remodeling, alteration or new building work by tenant the landlord shall receive that part of the award based upon the value of the improvements upon the demised premises and shall be apportioned between landlord and tenant as to the value of this leasehold for its then unexpired term, together with such other element of damage or loss to tenant including good will, loss of business, fixtures, etc., as shall be properly attributable to tenant and/or its successors, assignees, or sub-tenants; and also in such event tenant may at its option cancel and terminate this lease, and all rentals and all payments by and obligations of tenant hereunder shall thereupon cease and any unearned rent paid or other payments made in advance by tenant shall immediately be repaid to tenant by

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