

or improvement, the rent reserved hereby shall abate entirely during the period the Tenants are unable to make reasonable use and occupancy of the premises for the purpose hereinbefore set forth. If only a part of the premises are rendered untenable or the Tenants do not enjoy the full use of said premises for any of the reasons mentioned in this paragraph, there shall be a fair and equitable adjustment of the rent provided for by this Lease.

16. If the whole or any part of the demised premises shall be taken by any public authority under the power of eminent domain, then the terms of this Lease shall cease on the part to be taken on the date possession of that part is surrendered; and any unearned rent paid or credited in advance shall be refunded. The Tenants shall not be entitled to receive any part of any award or awards that may be made or received by the Landlord. The Tenants may, at their own expense, take independent proceedings against the public authority exercising the power of eminent domain to prove and establish any other damage it may have incurred.

17. All rights and remedies of the Landlord herein shall be cumulative, and none shall be exclusive of any other right or remedies allowed by law.

18. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenants is in writing, addressed to the Tenants at their last known Post Office address at the leased premises and deposited in the mail with postage prepaid. Notice need be sent to only one (1) Tenant where the Tenants are more than one (1) person.

19. The covenants, conditions, and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives, and assigns.

20. It is understood that if the Tenants shall be unable to enter into and occupy the premises leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous

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