

94

It is further agreed and understood by and between the parties hereto that no alterations, additions or modifications of the buildings situate on the above described premises shall be made without the express consent and approval of the Lessors, said consent and approval to be set forth in a written instrument describing all changes, alterations and modifications.

It is further agreed and understood by and between the parties hereto that in the event the buildings and improvements situate upon the above described premises shall be destroyed, either by fire or other cause, the Lessees shall have the option to terminate this Lease.

It is further understood and agreed by and between the parties hereto that failure to pay the rent as herein provided, or default in any of the covenants and agreements herein contained to be kept and performed by the Lessees, shall not terminate this Lease, but the Lessors shall exercise their rights herein by an action at law or in equity to enforce the provisions of this Lease.

It is further understood and agreed by and between the parties hereto that the Lessee will not assign, sublet or underlet or part with the possession of the whole or any part of the aforesaid premises herein leased without first obtaining the written consent of the Lessors.

This Lease and the terms and conditions hereof shall inure to and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate this 1st day of MARCH, 1954.

Witness:

John S. Maskey,
As to both signatures

John S. Maskey

Robert J. Tancher

Ruby L. Tancher
Lessors

FRONTIER FREIGHT LINES

By Eugene Brown
Co-partner