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It is further understood and agreed 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, or otherwise become untenable, 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 Lessees will not assign, sublet or underlet or part with the possession of the whole or any part of the aforesaid lands herein leased without first obtaining the written consent of the Lessors.

This lease and the terms and conditions hereof shall be binding upon and inure to the benefit of the Lessors and their heirs and assigns throughout the term hereof; it is, however, agreed and understood that this lease and the terms and conditions hereof shall bind the Lessees only during their lives and upon the death of both Lessees this agreement shall terminate and shall not thereafter bind the heirs, administrators, executors and personal representatives of the Lessees, and until the death of both Lessees and during the term hereof this agreement shall be binding jointly and individually upon the said Lessees.

Upon the presentation to Lessors of any party willing to lease the aforesaid property and premises for a term of five years upon the same terms and conditions as herein set forth and the execution of a lease agreement by said parties to that effect, the Lessors will then and in that event excuse and release the Lessees from further obligations and liabilities hereunder; however, it is expressly understood by the Lessees that they will be firmly bound under the terms of this agreement until such new and subsequent agreement has been reached and executed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate this 27th day of MAY, 1959.

WITNESS:

Sidney Roberts
Agnes T. Roberts

Lee Thomson
Ella Thomson
Mae L. Wardell
John E. Wardell