to the Lessee upon the same terms and conditions that any other person or persons may wish to lease said property.

Upon contemplation by the Lessor, that he might lease said 40 feet, he shall give the terms and conditions of the proposed lease in writing to the Lessee and if, within ten (10) days thereafter, the Lessee does not agree to accept said terms and conditions, the Lessor shall have the right to lease said 40 feet as he shall desire.

12. Anything in this agreement to the contrary, not withstanding, this lease shall be of no effect unless the Lessee is able to obtain adequate telephone service at the premises demised. At the end of thirty (30) days from the date of this agreement, unless Lessee has notified Lessor in writing, this agreement shall be null and void and of no effect, at the option of the Lessor.

13. It is further understood and agreed by and between the parties hereto that the covenants and agreements herein contained are binding upon the parties hereto as well as upon their respective administrators, executors, heirs and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals this year and day first above written.

WITNESS:

Nee Bluster

Oti C. Bayer

Esulya Shurman

Marton Wood (SEAL)

T. G. Griggs, Otis C. Brigman and Andrew D. Jordan, partners doing business as T. G. Griggs Trucking Company.

Lessee

BY T. Higgs