

CHARLES H. GROVES
ATTORNEY AT LAW
722 CONTINENTAL OIL BUILDING
DENVER, COLORADO

April 22, 1939

Mr. T. K. Kobayashi
2700 Larimer St.
Denver, Colorado

Dear Tommy:

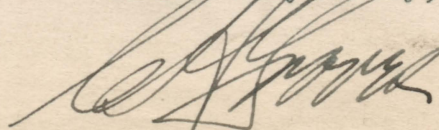
I am returning herewith, your lease agreement dated April 1, 1937, between Lizzie G. Hall as lessor, and Tim Cronin as lessee, assigned by said Tim Cronin to yourself under date of September 1, 1937. I also return herewith the forms which you enclosed.

As I explained to you over the telephone, I do not feel it wise from your point of view to execute a printed form of lease for the reason that it is designed for the absolute protection of the lessor and if it were strictly adhered to, you would not only become a virtual insurer of the building but also as to any damage claims which might arise out of members of the public being injured on the premises or in or upon the ways adjacent thereto. It is for this reason that I have prepared and enclose herewith in duplicate, the lease agreement which I believe gives all of the protection to the lessor which she can reasonably expect and which at the same time eliminates the objectionable features of the printed form.

As discussed with you over the telephone, it is not good business to post date a lease when one is already in existence and for that reason I have provided in the lease for a term of four (4) years from April 1, 1939, with the option to renew for an additional three (3) years which you will note is to be exercised by your giving to Mrs. Hall as the lessor, thirty (30) days prior written notice of your intention to so exercise. It is also provided, if you will note, that this new lease when executed shall automatically cancel and supersede the lease now in effect and for practical reasons the term is from April 1, 1939.

I trust that this document as prepared will meet with your entire approval and also that of Mrs. Hall. However, if you have any other changes in mind or if Mrs. Hall insists upon any change I would appreciate your communicating the fact to me and the agreements will be corrected in accordance with your mutual desires.

Yours very truly,



CHARLES H. GROVES
ATTORNEY AT LAW
722 CONTINENTAL OIL BUILDING
DENVER, COLORADO

P.S. It is absolutely necessary when this lease is executed that you file the same for record in the office of the County Clerk and Recorder. If you fail to do this the instrument would not be notice to anyone to whom Mrs. Hall might sell the building or to any of her successors in the event of her death.