

shall be at their own risk and no mechanic's lien shall be valid as against the Lessor. The Lessor shall have no responsibility for maintaining the premises.

The Lessee covenants and agrees that he will save harmless and indemnify the Lessor from and against all loss, liability or expense that may be incurred by reason of accident, neglect or misadventures to persons or property arising from or in any way growing out of the use, misuse or abuse of the premises hereby leased.

The failure of the Lessee or the Lessor to take advantage of any default of the terms herein shall not be considered a waiver thereof.

The Lessee shall not assign this lease without the written permission of the Lessor which permission shall not be unreasonably withheld.

This lease merges all agreements between the parties and shall not be modified except by a written instrument signed by the parties hereto.

This lease shall bind the parties hereto, their respective heirs, successors, assigns, executors and administrators.

IN WITNESS WHEREOF, the Lessor, Marie C. Batson Pace, and the Lessee, Miller Greenhouses, Inc., have hereunto set their hands and seals this the 1st day of May, 1968.

In the Presence of:

Charles Lence
Beverly C. Pittman
As to Lessor

Marie C. Batson Pace
Marie C. Batson Pace, Lessor

Francis R. Lietke
Diane P. Florigo
As to Lessee

Miller Greenhouses, Inc.
By J. Harold Miller
J. Harold Miller, President

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