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Lessor or imposed upon said premises or any buildings or improvements of any kind situated thereon, from any default or failure of the Lessee in the performance of the foregoing covenants and agreements with respect to use of said premises, made or permitted by the Lessee, and also in case the Lessor shall without any fault on his part be made a party to any litigation commenced by or against the Lessee, the Lessee shall and will pay all costs, reasonable attorney fees and expenses incurred by or imposed upon the Lessor by or in connection with such litigation.

10. ASSIGNMENT: The Lessee shall have the right at any time to assign this lease without the consent of the Lessor; provided, however, that unless the Lessor gives his written consent to such assignment or assignments, the Lessee shall remain liable to the Lessor for the performance of all the terms, provisions, and conditions of this lease, but if the Lessor gives his written consent to such assignment or assignments, the Lessee shall be relieved of any and all liability to the Lessor for the performance of any of the terms, provisions, or conditions of this lease; and provided, further, that the Lessor shall not unreasonably withhold his written consent to such assignment or assignments if, at the time thereof, the Lessee is not in default in the observance of the conditions hereof, and the assignee or assignees of this lease shall be of such financial responsibility reasonably necessary to discharge the Lessee's obligations hereunder and shall expressly assume the Lessee's said obligations, and the Lessee shall deliver to the Lessor for his inspection a sufficiently executed instrument of assignment and assumption, which instrument shall be recorded at or about the time of its execution.

The Lessor hereby gives his written consent as required hereunder to the assignment of this lease at any time by the Lessee to Paul F. Hellmuth and Horace S. Ford as Trustees of The Sixty Trust, a trust having its situs in and administered under the laws

J.P.P. 10  
R.H.A.