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this lease (subject to the right of the Lessee to contest the validity of any such law, ordinance, rule, regulation or other requirement in the manner and under the conditions provided for in Paragraph 5 with respect to the contest of the validity of taxes, assessments or other public charges).

9. INDEMNIFICATION FOR UNLAWFUL USE OF PREMISES: The Lessee will save and keep harmless the Lessor, the above described premises and the buildings and improvements now or hereafter thereon, at all times during the continuance of this lease, from all damages, claims, fines, penalties, costs and expenses whatsoever, including counsel fees, that may result to the Lessor or be incurred by the 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.

R.A.P.
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