

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, 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 expressly assume the Lessee's obligations hereunder, 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.

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No provision of this Paragraph 10 shall be construed to limit or affect the right of the Lessee to convey or encumber

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