

10. **LAWFUL USE OF PREMISES:** The Lessee will not knowingly permit any part of the above described premises or of the buildings or improvements now or hereafter thereon to be used for the purpose of any illegal or immoral business.

11. **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 its 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.

12. **ASSIGNMENT AND SUBLETTING:** It is expressly understood and agreed that H. Perrin Anderson and Vernon T. Anderson, Jr. may assign their rights under the option to lease to any corporation or partnership (general or limited), whether now existing or hereafter formed in which they have or will have a majority and controlling interest; but the lease shall not be otherwise assigned by the Lessee (which term includes H. Perrin Anderson, Vernon T. Anderson, Jr. and the entity in which they have the majority and controlling interest) without the written consent of the Lessor; however, this consent shall not be unreasonably withheld.