

fees and expenses) which may be imposed upon or incurred by or asserted against Lessor or any Assignee by reason of (a) any accident, injury or damage to any person or property occurring on or about the Leased Property or any part thereof, during or prior to the term hereof, or (b) any use, non-use or condition of the Leased Property or any part thereof, during or prior to the term hereof, and (c) any failure on the part of Lessee to perform or comply with any of the terms hereof. The provisions of this Section shall survive the expiration or termination of this Lease.

20. *Inspection.* Lessor and any Assignee and their representatives and designees may enter the Leased Property or any part thereof at all reasonable times for the purpose of inspecting the same. Neither Lessor nor any Assignee shall have any duty to make any such inspection or shall incur any liability or obligation for not making any such inspection.

21. *Certificate by Lessee as to No Defaults.* If and when requested by Lessor, but not oftener than once in each calendar year, and if and when requested by any Assignee, Lessee will furnish to Lessor and any Assignee a certificate of Lessee stating that the Lessee knows of no condition or event which constitutes an Event of Default or which, after notice or lapse of time or both, would constitute an Event of Default, or, if any such condition or event exists, specifying the nature and period of existence thereof and what action Lessee is taking or proposes to take with respect thereto.

22. *Right of Lessor and Assignee to Perform Lessee's Covenants.* If the Lessee shall fail to make any payment or perform any act required to be made or performed hereunder, Lessor or any Assignee, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may enter upon the Leased Property for such purpose and take all such action thereon as may be necessary therefor. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor or any Assignee and all costs and expenses (including, without limitation, at-

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