

cause or permit any financing in respect of any Property or Properties so purchased pursuant to this paragraph on terms more favorable to the participants in such financing than contained in the Series A Notes outstanding under the Mortgage.

127. *Inspection of the Premises.* Lessee will permit Lessor and the Mortgagee and the agents or servants of either to enter and examine the condition of the premises and any part thereof whenever reasonably required. Neither Lessor nor Mortgagee shall have any duty to make any such inspection or shall incur any liability or obligation for not making any such inspection.

128. *Certificate as to Default.* Lessee forthwith upon becoming aware of any default in the performance of any covenant, agreement or condition contained in this Lease, the Genesco Agreement, the Assignment, or any of the Ground Leases will file with the Lessor and Mortgagee an Officers' Certificate specifying such default and the nature and status thereof and will deliver to the Lessor and the Mortgagee, within 90 days after the end of each fiscal year, commencing with the fiscal year ending July 31, 1964, an Officers' Certificate stating whether or not, to the best knowledge of the signers, the Lessee is in default in the performance of any covenant, agreement or condition contained in this Lease, the Genesco Agreement, the Assignment, or any of the Ground Leases, and, if so, specifying each such default of which the signers may have knowledge and the nature and status thereof.

ARTICLE 13

Indemnification

Lessee will protect, indemnify and save harmless Lessor and the Mortgagees from and against all liabilities, obligations, claims, damages, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) which may be imposed upon or incurred by or asserted against Lessor or the Mortgagees or the premises or any part thereof by reason of (a) any accident, injury, or damage to any person or property occurring on or about the premises or any part thereof; (b) any use, non-use or condition of, or any work,

improvements or conduct on, the premises or any part thereof; and (c) any failure on the part of Lessee to perform or comply with any of the terms hereof. Any amounts payable to Lessor or the Mortgagees under this Article 13 which are not paid within 10 days after written demand therefor by Lessor or the Mortgagee shall bear interest at the rate of 6% per annum from the date of such demand, and such amounts, together with such interest, shall constitute additional rent hereunder.

Lessee agrees to pay, and to indemnify Lessor and the Mortgagees against, all legal costs and charges, including counsel fees, lawfully and reasonably incurred in obtaining possession of the premises after default of Lessee hereunder or after Lessee's default in surrendering possession upon expiration or earlier termination of the term of this Lease or in enforcing any covenant or agreement of Lessee herein contained.

ARTICLE 14

Compliance with Ground Leases; Purchase of Property

14.1. *Compliance with Ground Leases.* Lessee will promptly pay all rents and other charges, however designated, accruing under the Ground Leases, and will at all times, keep, perform and observe all covenants, agreements, terms, provisions, conditions and limitations thereof on the part of the tenant thereunder to be kept, performed and observed, and will do all things necessary to keep unimpaired the estates created by the Ground Leases and to prevent any default thereunder or forfeiture thereof, provided, however, in the event of the failure of Lessee promptly to perform or cause to be performed any such covenants, agreements, terms, provisions, conditions or limitations, Lessee agrees that, upon reasonable notice to Lessee except in case of emergency where no notice shall be required, Lessor or the Mortgagee shall, on behalf of Lessee, be entitled to perform or cause to be performed such covenants, agreements, terms, provisions, conditions or limitations, to the end that the right of Lessor and Lessee in and to the estates created by the Ground Leases may be kept unimpaired and free from default or forfeiture, but no such action by the Lessor or the Mortgagee shall relieve Lessee from any default, liability or obligation under this Lease. Without limiting