

Premises during the initial term of this Lease, without notice or demand and without abatement, deduction, defense or set-off in any amount or for any reason whatsoever:

(i) for the period from the date of delivery of this Lease through March 31, 1964, inclusive, the amount of \$5,753.42 per day, payable on April 1, 1964; and

(ii) for the period commencing on April 1, 1964 to and including March 31, 1989, equal quarterly payments in the amount of \$720,613.72, payable in arrears on or before the first day of each successive quarter of three calendar months commencing on July 1, 1964 (each such first day being hereinafter sometimes called an "Instalment Date").

3.2. *Reduction of Fixed Rent.* Upon the purchase of any Property by Lessee pursuant to this Lease, or in the event of delivery of a certificate from Lessor to Lessee in accordance with the second paragraph of Section 3.04 of the Mortgage, the fixed rent thereafter payable shall be reduced by the same amount as the Instalment Payments under the Mortgage have been reduced pursuant to Section 2.05 of the Mortgage (and the equivalent provision in any supplemental mortgage entered into pursuant to the Mortgage) in respect of such purchase or certificate.

3.3. *Additional Rent.* Lessee will also pay, as additional rent, all other amounts, liabilities and obligations which Lessee assumes or agrees to pay hereunder or under the Assignment or the Genesco Agreement, and, in the event of any failure on the part of Lessee to pay the same, Lessor or the Mortgagee shall have all rights, powers and remedies provided herein or by law or equity or otherwise in the case of non-payment of the fixed rent. Lessee will also pay Lessor, on demand, as additional rent, interest at the rate of 6% per annum on all overdue instalments of fixed rent from the due date thereof until payment.

3.4. *Rent During Renewal Terms.* During each of the renewal terms of this Lease entered into pursuant to Section 2.2, Lessee shall pay to Lessor as fixed rent an annual rent equal to two percent (2%) of the aggregate of the Original Values of the Properties then subject

to the Lease set forth in Schedule B hereto plus the amount of Construction Costs theretofore paid to Lessee by Lessor with respect to such Properties pursuant to Section 6.2, payable in equal quarterly instalments on the last day of each quarter annual period in each such renewal term.

**ARTICLE 4
Taxes, Assessments, Etc.**

4.1. *Lessee to Pay Taxes, Etc.* Lessee will pay, before any fine, penalty, interest or cost may be added for non-payment, all real estate and personal property taxes, assessments (including, without limitations, all assessments payable during the term hereof for public improvements or benefits commenced prior to or within the term hereof whether or not completed or to be completed within the term hereof), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time during or in respect of the term hereof may be assessed, levied, confirmed or imposed upon or in respect of or be a lien upon (a) the premises or any part thereof or any rent therefrom or any estate, right or interest therein or (b) any occupancy, use or possession by Lessor or Lessee of the premises or any part thereof (all of which are hereinafter sometimes referred to as "Impositions"). Lessee will furnish Lessor and Mortgagee, from time to time upon reasonable request, official receipts or other satisfactory proof evidencing such payment. Nothing herein contained shall be construed to require Lessee to pay any franchise, estate, inheritance, income, succession, gift, capital levy or transfer tax of Lessor, or any income or excess profits tax determined on the basis of Lessor's general income or revenues, provided, that if at any time during the term of this Lease a tax or excise on rents is levied or assessed against Lessor or the fixed rent, as a substitution in whole or in part for taxes assessed or imposed by