

recorded or filed for record in the appropriate office of any county or other comparable governmental subdivision need only include on Schedule A thereof a description of the properties leased hereunder which are actually situated in the state of which such county or subdivision is a part. This lease may also be recorded in the form of a memorandum of lease, the proper description to be included therein to be limited as set forth in the preceding sentence. A description of all the Properties subject to the Lease is annexed as Schedule A to the counterpart of the Lease deposited with the Mortgagee, at its office at 20 Pine Street, New York, New York.

ARTICLE 29

Definitions

Wherever in this Lease the following terms appear, they shall have the following respective meanings unless the context requires otherwise:

Additional Notes: Notes issued pursuant to Section 9.04 of the Mortgage.

Affiliate: Any person, which directly or indirectly, controls or is controlled by or is under common control with such corporation. For the purposes of this definition, "control" (including "controlling", "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or by contract or otherwise.

Appraised Value: As defined in Section 6.4.

Assignment: The instrument dated as of the date hereof between Lessor, Lessee and the Mortgagees whereby, among other things, the Lessor has assigned its interest in this Lease to the Trustees, and any supplements and amendments thereto.

Building Service Equipment: As defined in Article 1.

Combination Property: As defined in Article 1.

Construction Costs: As defined in Section 6.2.

Event of Default: As defined in Section 15.1.

Default: The term "default" shall mean (1) any Event of Default as defined in the definition thereof; or (2) the occurrence and continuance of an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default. The Lessee shall be "in default" if a default shall have occurred and be continuing.

Fee Property: As defined in Article 1.

Fixed Rent: As specified in Article 3.

Genesco Agreement: Agreement dated as of the date hereof between Lessee, Lessor and the Mortgagees whereby, among other things, Lessee agrees to make certain payments of additional rent to Lessor, and any amendments and supplements thereto.

Ground Leases: As defined in Article 1 and any amendments and supplements to the Ground Leases.

Impositions: As defined in Section 4.1.

Individual Trustee: The term "Individual Trustee" shall mean Richard G. Pintard, one of the parties of the second part to the Mortgage, and his successors in the trusts thereunder.

Instalment Date: As defined in Section 3.1.

Leasehold Property: As defined in Article 1.

Lessee's Executive Committee: The Executive Committee of the Board of Directors of Lessee.

licensed surveyor: A surveyor licensed by all public authorities having jurisdiction in the jurisdiction where a Property is located and of recognized standing in the locality.

Minimum Construction Cost: As to any Property, 5% of the Original Value of such Property or \$50,000, whichever is greater.

Mortgage: The Indenture of Mortgage and Deed of Trust between Lessor, as mortgagor, and Chemical Bank New York