

Instalment' Payments hereunder as determined pursuant to said Section 2.05.

SECTION 3.05. *Reports, etc., under the Assigned Lease.* The Company will furnish to the Trustee, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates and other instruments furnished to the Company as lessor under the Assigned Lease, to the extent that the same shall not have been furnished to the Trustee pursuant to the Assigned Lease or the Assignment. The Company will promptly notify the Trustee in writing of the occurrence of any failure, of which the Company has knowledge, on the part of the Lessee in the observance or performance of any of the terms, covenants and conditions on the Lessee's part to be performed under the Assigned Lease or the giving by the Company of any notice of default under the Assigned Lease. The Company will comply with and perform or cause to be performed all of the terms, covenants and conditions on the part of the lessor to be performed under the Assigned Lease. Copies of any documents delivered to the Trustee pursuant to this Section 3.05 or the Assigned Lease shall simultaneously be delivered by the Company to the Noteholders.

SECTION 3.06. *Compliance with New York Lien Law.* In compliance with Section 13 of the Lien Law of the State of New York, the Company hereby agrees that it will receive the advances secured by this Mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement as required by said Lien Law, and that it will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

SECTION 3.07. *No Assumption of Assigned Lease, etc.* Neither this Mortgage, the Assignment nor the Genesco Agreement nor any action or inaction on the part of the Trustees or the Noteholders shall constitute an assumption on the part of the Trustees or the Noteholders of any obligation under the Assigned Lease. No action or inaction on the part of the Company shall adversely affect or limit in any way the rights of the Trustees or the Noteholders under this

Mortgage, the Genesco Agreement, or the Assignment, or, through this Mortgage or the Assignment, under the Assigned Lease.

SECTION 3.08. *Existence, Franchise, Qualification, Restriction on Business, etc.* The Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchise, rights and privileges as a corporation and so long as it is the owner of, or the holder of a leasehold interest in, any Property located in any State, will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to own and lease property and transact business in such State.

Without the prior written consent of the holders of at least 66⅔% in principal amount of the Notes at the time outstanding (including at least 66⅔% in principal amount of Series A Notes at the time outstanding), the Company will not

(a) directly or indirectly, engage in any business or activities other than carrying out the provisions of the Note Purchase Agreement, the Ground Leases, the Assignment, the Genesco Agreement, the Assigned Lease, the Notes and this Mortgage;

(b) directly or indirectly, create, incur, assume, guarantee, agree to purchase or repurchase or provide funds in respect of or otherwise become or be or remain liable with respect to any indebtedness, liability or obligation other than (i) the Notes, (ii) current liabilities (exclusive of Indebtedness for moneys borrowed) for accounts payable and expense accruals incurred in the ordinary course of conducting the business referred to in paragraph (a) of this Section 3.08, which accounts payable shall not have remained unpaid for more than 30 days after the same became payable or shall currently be contested in good faith, and (iii) liabilities for taxes to the extent permitted by Section 3.09;

(c) directly or indirectly, create, incur, assume or permit to exist (subject to the right of contest provided for in Section 3.12) any lien, encumbrance or charge on or pledge of or conditional sale with respect to any property or asset of the Company, other than this Mortgage, the Ground Leases, the Assigned Lease, and Permitted Encumbrances;