

SECTION 3.23. *Certificate as to Default.* The Company forthwith upon becoming aware of any default in the performance of any covenant, agreement or condition contained in this Mortgage, the Genesco Agreement, the Assigned Lease, the Assignment, or any of the Ground Leases will file with the Trustee an Officers' Certificate specifying such default and the nature and status thereof. The Company will deliver to the Trustee, 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 the Assigned Lease, the Genesco Agreement, the Assignment, or any of the Ground Leases, or the Company is in default in the performance or observance of any covenant or condition contained in this Mortgage, the Assignment, the Genesco Agreement, the Assigned Lease 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.

SECTION 3.24. *Compliance with Ground Leases, etc.* The Company will promptly pay, or cause to be paid, all rents and other charges, however designated, accruing under the Ground Leases, and will, and will cause the Lessee to, 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 the Company promptly to perform or cause to be performed any such covenants, agreements, terms, provisions, conditions or limitations, the Company agrees that, upon reasonable notice, except in case of emergency where no notice shall be required, the Trustee shall, on behalf of the Company, be entitled to perform or cause to be performed such covenants, agreements, terms, provisions, conditions or limitations, to the end that the Company's right in and to the estate created by the Ground Leases may be kept unimpaired and

free from default or forfeiture, but no such action by the Trustee shall relieve the Company from any default, liability or obligation under this Mortgage. Without limiting its obligations under the preceding sentence, the Company will take, or cause to be taken, any action permitted to be taken by the tenant under any of the Ground Leases with respect to enforcement of the Ground Leases against the landlords thereunder, upon the written request of the Trustee. Except for expiration by passage of time pursuant to their terms, the Company will not agree to or permit any cancellation, termination or surrender of any Ground Lease or any rights thereunder, or any amendment or modification of any of the Ground Leases which would adversely affect the interests of the Company, the Trustees or the Noteholders, without the prior written consent of the holders of not less than 66 $\frac{2}{3}$ % in principal amount of the Notes outstanding, including not less than 66 $\frac{2}{3}$ % in principal amount of the Series A Notes outstanding. The Company will deliver to the Trustee, promptly upon receipt, a complete copy of any notice, demand, declaration or other writing received by the Company or the Lessee from the landlord under any Ground Lease in any way relating to or affecting any Ground Lease or the leasehold estate thereunder or relating to any alleged or actual or potential default or breach of condition thereunder. The Company will exercise renewal options so as to maintain the Ground Leases in full force and effect for the full term of the Assigned Lease.

SECTION 3.25. *Title Insurance.* The Company will, or will cause Lessee to, at its expense maintain in full force and effect at all times a policy or policies of title insurance, issued by a title company or a policy or policies of title insurance, issued by a title company or title companies (licensed in the respective States wherein the Properties are located) of recognized responsibility, in an aggregate amount at least equal to the principal amount of Notes at any time outstanding, insuring the interest under this Mortgage of the Trustees as the holders of a valid and enforceable first lien on the real properties included in the Trust Estate, free and clear of any mortgage, lien, pledge, encumbrance or charge except Permitted Encumbrances.