

prior to such sale or transfer, and that such transfer will not impair the lien and security of this Mortgage upon any part of the Trust Estate or any of the rights or powers of the Trustees or the Noteholders hereunder or under the Assignment, the Assigned Lease or the Genesco Agreement. So long as any Property or Properties, or an interest therein, shall be held by any person other than the Company, the provisions of Section 9.04 shall not be applicable in respect of any Property or Properties so held.

No transfer or sale hereunder shall affect, reduce, or relieve the Company of, any of the Company's covenants, agreements, obligations and liabilities hereunder and under the Assignment but this Mortgage and the Assignment and all obligations of the Company hereunder and under the Assignment shall continue in full force and effect and shall be in no wise impaired or affected. To charge the Company hereunder after any such transfer or sale, no demand shall be required, nor shall there be any required notice of any default under any of the terms, covenants or conditions of this Mortgage, the Assigned Lease or the Assignment, the Company hereby expressly waiving any such demand or notice and any such term, covenant or condition may be directly enforced by the Trustees against any such transferee by injunction or any other remedy permitted by law without notice to the Company, with the intent that no such sale or transfer shall have the effect of in any way impairing or impeding the enforcement of the rights of the Trustees hereunder with or without a default hereunder. The Company agrees that it will not at any time assert any claim against, or offset to, the payment of the principal of, or interest or premium on, the Notes or the enforcement of any of the obligations under this Mortgage by reason of any act or omission to the act of any such transferee.

SECTION 4.03. *Certain Transfers to Lessee, Release and Prepayment of Notes Upon Release.* The Company may transfer a Property or Properties to the Lessee pursuant to the provisions of Sections 6.3, 9.2, 12.6, 17.2 or 17.4 of the Assigned Lease (provided Lessee has theretofore complied with the provisions of those Sections which are applicable and except that no transfer pursuant

to said Section 17.2 of the Assigned Lease shall be effected prior to April 1, 1967), upon receipt by the Trustee of cash in an amount at least equal to the Purchase Price of the subject Property determined in accordance with Section 6.4 of the Assigned Lease, and satisfaction of the conditions hereinafter specified, and the Trustees shall release such Property from the lien of this Mortgage, but only upon receipt by, in form and substance satisfactory to, the Trustee of: (a) a Board resolution requesting such release, identifying the Property so to be released and directing the application of the aforesaid cash to the prepayment of the Notes pursuant to Section 5.04, such application to be made the date of such release except that in the case of a transfer pursuant to Section 17.4 of the Assigned Lease if the date of such transfer is not an Installment Date then such application shall be made on the Installment Date next occurring after the date of such transfer; (b) the certificate provided for in clause (i) of Section 6.3 of the Assigned Lease and a similar certificate of the Company, each dated the date of the release, and an Officers' Certificate, so dated, to the effect that there exists no condition or event which at such time, or after notice or lapse of time or both, would constitute a default under this Mortgage, the Assignment, the Genesco Agreement or the Assigned Lease and that no such condition or event will exist after giving effect to the release requested; (c) evidence of continuing title insurance as specified in Section 3.25 of this Mortgage; (d) evidence of satisfaction of the conditions specified in clauses (iii), (iv), (v) and (x) of Section 6.3 of the Assigned Lease; (e) the documents specified in clauses (viii) and (ix) of Section 6.3 of the Assigned Lease and in the case of transfers pursuant to Section 6.3 of the Assigned Lease, the document specified in clause (vii) of said Section 6.3 and, where applicable, the documents specified in clause (vi) of said Section 6.3; (f) an Officers' Certificate stating that the fixed rent payable by the Lessee under the Assigned Lease, after giving effect to the abatement in such fixed rent which has occurred or will occur under Section 3.2 of the Assigned Lease because of the termination thereof as to any of the Properties theretofore released and the Property so requested to be released or otherwise, will be not less than the amount necessary to make,