

retain the same in its files, and permit the inspection of the same at reasonable times by the holder of any Note.

(i) The Trustee shall not be concerned with or accountable to anyone for the use or application of any deposited moneys which shall be released or withdrawn in accordance with the provisions of this Mortgage or of any property or securities or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Mortgage.

(j) In accepting the assignment and transfer to it of the Trust Estate, whether property, franchises, rights, securities, leases, contracts, licenses, permits, or whatever it may be, and whether under this Mortgage or under the Assignment, or any supplement thereto, the Trustee acts solely as trustee and not in its individual capacity, and all persons, other than the Company and the holders of the Notes secured hereby, having any claim against the Trustee arising by reason of such assignment or transfer, shall look only to the Trust Estate for payment or satisfaction thereof.

(k) The Trustee shall not be required to ascertain or inquire as to the performance or observance of any of the covenants or agreements contained herein or in the Assigned Lease, the Assignment or the Genesco Agreement, or in any other contracts or securities assigned to or pledged with the Trustee to be performed or observed by the Company or any party to any such contracts or securities (except performance of the obligation of the Company or Lessee hereunder or under the Assignment to pay specified moneys to the Trustee on or before a specified date). The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default (except default in the payment of moneys to the Trustee which the Company is required to pay to the Trustee on or before a specified date or within a specified time after receipt by the Trustee of a notice or certificate which was in fact received and except default in the delivery of any certificate or opinion expressly required to be delivered to the Trustee), unless the Trustee shall receive from the Company or the holder of any Note

written notice stating that an Event of Default hereunder has occurred and specifying the same, and in the absence of such notice, the Trustee may conclusively assume that there is no such default and no Event of Default, except as aforesaid. Every provision contained in this Mortgage, the Assigned Lease, the Assignment and the Genesco Agreement or in any such contract or security wherein it is provided that the duty of the Trustee to take action or omit to take action or to permit the Company or any party to any such contract or security to do any act or thing depends on the occurrence and continuance of such a default or an Event of Default shall be subject to the provisions of this paragraph.

SECTION 8.02. *Status of Individual Trustee.* The Individual Trustee shall act as and be such upon the following terms and conditions:

(a) Subject to the provisions of Section 8.06 hereof, all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed solely upon and solely exercised and performed by the Trustee except as expressly provided otherwise in this Mortgage and except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Individual Trustee.

(b) No power granted by this Mortgage to, or which this Mortgage provides may be exercised by, the Individual Trustee shall be exercised by the Individual Trustee except jointly with or with the consent in writing of, the Trustee, anything herein contained to the contrary notwithstanding.

SECTION 8.03. *Resignation of Trustee.* The Trustee or any successor to the Trustee hereafter appointed, may resign and may be discharged of the trusts created by this Mortgage, by giving written notice to the Company and by mail, first class postage prepaid, to each payee of Notes of such resignation, specifying the date (which shall be not less than sixty (60) days after the mailing of such notice) when