

mental regulatory body or commission at the time having jurisdiction in the premises, or stating that no such authorization, approval or consent is required; and

(f) after giving effect to the subject transactions and the instruments executed and delivered in connection therewith, as to the validity, binding effect and enforceability in accordance with their terms of this Mortgage, the Assigned Lease, the Genesco Agreement, the Supplemental Agreement and the Assignment and the same not being in violation of the certificate of incorporation or by-laws of the Company or of the Lessee, or of any applicable mortgage, indenture, lease, assignment, agreement or other instrument of which such counsel has knowledge, or of any applicable license, permit, judgment, decree, order, statute, law or ordinance, and that all conditions precedent provided for in this Mortgage or in any supplemental mortgage relating to the issuance of the Additional Notes have been complied with and the Company is duly authorized and entitled to issue such Additional Notes and upon the execution and delivery of such Additional Notes the same will be valid and binding obligations of the Company enforceable in accordance with their terms and entitled to the benefits and security of this Mortgage and the said supplemental mortgage, the Supplemental Agreement and the Assignment.

(8) such other documents, certificates and opinions as the holders of not less than 25% in principal amount of Notes outstanding (including not less than 25% in principal amount of Series A Notes) may reasonably request.

SECTION 9.05. *Supplemental Mortgages to Substitute Properties for Abandoned Properties or to Substitute Fee Properties for Leasehold Properties.* For the purpose of implementing Sections 17.1 and 17.3 of the Assigned Lease, and subject to fulfillment of the conditions specified in said Section 17.1 or said Section 17.3 and the conditions hereinafter in this Section 9.05 set forth, the Company and the Trustees may from time to time enter into one or more mortgages supplemental hereto for the purpose either (i) of releasing from the lien of this Mortgage and the Assignment a Property (the "abandoned Property") which has become, in the good faith judgment of Lessee's

Executive Committee, uneconomic for Lessee's continued use and occupancy, and subjecting to the lien of this Mortgage and the Assignment, in substitution for such abandoned Property another tract or parcel of improved land which, together with the improvements thereon (the "substitute Property"), is owned in fee by the Company and has a fair market value equal to or greater than the Purchase Price of the abandoned Property (determined, as of the date of execution and delivery of the aforesaid supplemental mortgage or mortgages, in accordance with Section 6.4 of the Assigned Lease) or (ii) of releasing from the lien of this Mortgage and the Assignment a Leasehold Property, and subjecting to the lien of this Mortgage in substitution for a Leasehold Property a tract or parcel of improved land which, together with the improvements thereon (the "substitute Property") is owned in fee by the company and has a fair market value equal to or greater than the Purchase Price of said Leasehold Property (determined as of the date of execution and delivery of the aforesaid supplemental mortgage or mortgages, if such date shall be an Installment Date or if such date shall not be an Installment Date as of the next preceding Installment Date, in accordance with Section 6.4 of the Assigned Lease). Such one or more supplemental mortgages shall be entered into by the Company and the Trustees only upon receipt by and deposit with the Trustee of the following:

(1) A Board resolution authorizing and requesting the execution and delivery of such supplemental mortgage and, in the case of a transaction covered by clause (i) above a resolution making the determination called for by Section 17.1 of the Assigned Lease.

(2) The documents specified in clauses (1) through (5), (7) through (10) and (12) and (17) of Section 17.1 of the Assigned Lease, modified in the case of a transaction covered by clause (ii) above in accordance with the provisions of Section 17.3 of the Assigned Lease, and in the case of a transaction covered by clause (i) above, the documents specified in clause (13) of Section 17.1 of the Assigned Lease.

(3) An Officers' Certificate, dated the date of execution and delivery of said supplemental mortgage, and a similar certificate of the same date of the Lessee to the effect that there exists no