

SECTION 3.03. *Payment of Notes.* The Company will duly and punctually pay the principal and the interest (and premium, if any) to become due in respect of all the Notes at the time and place and in the manner specified herein and in the Notes, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. Money deposited with the Trustee for the purpose of paying the principal of or interest or premium on the Notes shall constitute a trust fund for such purpose and for no other purpose whatsoever.

SECTION 3.04. *Enforcement of the Assigned Lease, etc.; Amendment, Waiver, etc.; Reduction of Fixed Rent upon Prepayments.* The Company will enforce the Assigned Lease, the Genesco Agreement (defined below), and the Assignment in accordance with their terms, and, without limiting the foregoing obligations of the Company, will whenever requested by the Trustee or the holders of not less than 25% in principal amount of the Notes at the time outstanding (including not less than 25% of the principal amount of Series A Notes outstanding) at the full cost and expense of the Company, take all such action as may be so requested to enforce or secure the performance of any term, covenant or condition of the Assignment, the Genesco Agreement and Assigned Lease to be performed by the Lessee and to exercise any right of the Company under any of the foregoing. Without limiting the generality of the foregoing, the Company will, whenever its cash resources available therefor are insufficient to pay and discharge all its costs, expenses, obligations and liabilities then due and payable (including, without limitation, income, franchise and other taxes and assessments, any premium due and payable on the Notes, salaries, overhead and other administrative expenses), give the Trustee written notice thereof and request the Lessee to pay as additional rental the necessary cash funds pursuant to the provisions of Section 1 of the agreement (the "Genesco Agreement") dated the date hereof between the Company, the Trustee and the Lessee. So long as the Company shall not be in default

under this Mortgage, the Company shall be entitled to receive such cash funds, and shall apply the same to pay and discharge such costs, expenses, obligations and liabilities. The Company will maintain the Assigned Lease, the Genesco Agreement and the Assignment in full force and effect, and will not, except with the prior written consent of the holders of not less than 66 $\frac{2}{3}$ % in principal amount of the Notes at the time outstanding (including at least 90% of the principal amount of Series A Notes outstanding) (a) cancel, surrender or terminate the Assigned Lease, the Genesco Agreement or the Assignment or consent to or accept any cancellation, termination or surrender thereof or permit any event to occur which would entitle Lessee to terminate, surrender or cancel the same (except a termination as to particular Properties in compliance with Section 4.03 below) (b) amend or modify the Assigned Lease, the Genesco Agreement or the Assignment or any part thereof (except pursuant to a transaction effected in compliance with Section 9.04 below) (c) waive any default under or breach of the Assigned Lease, the Genesco Agreement or the Assignment, (d) consent to or permit any prepayment of rent under the Assigned Lease or the Assignment, (e) give any consent, waiver or approval under the Assigned Lease, the Genesco Agreement or the Assignment or take any other action in connection with the Assigned Lease, the Genesco Agreement or the Assignment, or with respect to the Lessee, which would have the effect of impairing the value of the Company's interest under the Assigned Lease, the Genesco Agreement or the Assignment or of the Properties subject thereto, or impairing the position or interests of Trustees or of any of the holders of the Notes, (f) give any consent or waiver under Section 16.2 of the Assigned Lease, or (g) give any notice under Section 14.2 of the Assigned Lease.

In the event of a partial prepayment of Series A Notes pursuant to Sections 5.05 or 6.02, and a related reduction in the Installment Payments hereunder pursuant to Section 2.05, the Company will deliver to Lessee a certificate, in form and substance acceptable to the Trustee, evidencing the reduction, effective the Installment Date next following the Installment Date of such partial prepayment, of the fixed rent under the Assigned Lease to the amount of the