

the application for such withdrawal setting forth in substance as follows:

(1) That such construction in respect of which such moneys were deposited has been completed in full pursuant to the plans and specifications therefor previously filed with the Trustee under Subsection (D) of this Section;

(2) That all amounts which the Company or Lessee is or may be entitled to withdraw under Subsection (F) of this Section on account of services rendered or materials furnished in connection with such construction have been withdrawn under said Subsection (F);

(3) That all amounts for whose payment the Company or Lessee is or may become liable in respect of such change or alteration have been paid in full; and

(4) 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 the Assigned Lease, the Ground Leases, this Mortgage, the Genesco Agreement, or the Assignment.

All alterations of, and improvements and additions to, the Trust Estate shall immediately become subject to the lien of this Mortgage.

SECTION 3.17. *No Credit or Deduction.* The Company will not claim, or be entitled to, any credit on or make any deduction from the interest, principal or premium of the Notes or against any other sum secured by this Mortgage by reason of the payment of any Impositions.

SECTION 3.18. *No Claims Against the Trustees, etc.* Nothing contained in this Mortgage shall constitute any consent or request by the Noteholders or the Trustees, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Trust Estate or any part thereof, or be construed as giving the Company or Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property, in such fashion as would permit the making of any claim against the Trustees

or the Noteholders in respect thereof or any claim that any lien based on the performance of any such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

SECTION 3.19. *Insurance.*

(A) *Property Insurance.* The Company will, or will cause Lessee to, at its expense, keep all the buildings and improvements and building service equipment now or hereafter situate on the Trust Estate or any part thereof insured in the name of the Company, Lessee and the Trustees, as their respective interests may appear, under valid and enforceable policies issued by insurers, qualified in the respective States wherein the Properties are located, of recognized responsibility, against loss and damage by fire and extended coverage risks in an amount not less than 80% of the full insurable value thereof, but in no event an amount less than required to prevent either the Company, Lessee or the Trustees from becoming a co-insurer. The term "full insurable value" shall mean the actual replacement cost (excluding foundation and excavation costs) less physical depreciation.

(B) *Liability Insurance, etc.* The Company will, or will cause Lessee to, at its expense, maintain general public liability insurance, under valid and enforceable policies with insurers of recognized responsibility, against claims against the Company, Lessee and the Trustees for bodily injury or death or property damage occurring in or on or about the Trust Estate or any part thereof or in connection with the maintenance or operation of the Trust Estate, in such amounts as such insurance is usually carried by persons operating retail stores of comparable character, but in any event with limits of not less than \$1,000,000 in respect to any one accident, \$300,000 in respect of bodily injury or death to any one person and \$300,000 for property damage. The Company will, or will cause Lessee to, at its expense, maintain all such workmen's compensation or similar insurance in respect of any operation, maintenance, protection, repair, alteration, enlargement or reconstruction of the Trust Estate or any part thereof as may be required under applicable law.

(C) *Terms of Policies, etc.* Any of the insurance specified herein may be provided under blanket insurance policies which cover properties in addition to those included in the Trust Estate, provided, that any such insurance of the type specified in