

order, certificate, report, opinion, bond or other document or paper believed by them to be genuine. In the administration of the trusts of this Mortgage, the Trustees may execute any of the trusts or powers hereof directly or through its agents or attorneys, and may advise with legal counsel, who may be counsel to the Company, appraisers, engineers, architects, accountants and other skilled persons to be selected and employed by them and the reasonable expenses therefor shall be paid by the Company, and the Trustees shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the opinion of any such counsel, appraisers, engineers, architects, accountants or other skilled persons.

(e) The recitals and statements in this Mortgage, the Assignment, the Assigned Lease, the Genesco Agreement and in the Notes contained shall be taken as statements by the Company or Lessee and shall not be considered as made by, or as imposing any obligation or liability upon, the Trustees, nor shall the Trustees be held responsible for the legality or validity of this Mortgage, the Genesco Agreement or of the Notes or of the Assigned Lease or the Assignment or of any supplemental mortgage or lease or any instrument of further assurance. In executing this Mortgage the Trustees make no covenant or representation respecting the rights of the holders of any of the Notes, or the title or interest of the Company in or to the Trust Estate or the condition of the Trust Estate, or the sufficiency of the security for the Notes afforded by the Trust Estate.

(f) Whenever in the administration of the trusts of this Mortgage the Trustees shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate purporting to be signed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company and delivered to the Trustee, and such certificate shall be full warrant to the Trustees or any other person for any action taken, suffered or omitted by them or him on

the faith thereof, but in its discretion the Trustee or such other person may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. The Trustee may also rely as aforesaid upon any certificate or other instrument purported to be signed by the proper person or persons which is delivered to it pursuant to the requirements of the Assigned Lease, the Assignment, the Genesco Agreement or any other instrument of further assurance.

(g) It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Mortgage or of any supplemental mortgage or instrument of further assurance or the Assigned Lease, the Assignment, or any supplement thereto or to the payment of any fees, charges or taxes in connection therewith (and the Trustee may act with respect to the Notes and pay out deposited moneys without regard thereto) or to give any notice thereof or to effect or renew any insurance or to see to the collection or application of any insurance moneys or to inquire into or see that the properties of the Company are adequately or properly insured, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Trust Estate or any part thereof, or against the Company. The Trustee shall be under no obligation to see to the payment or discharge of any liens (other than the lien hereof, and then only to the extent herein provided) upon the Trust Estate, or to see to the payment of the principal or interest of any obligation secured thereby or to the delivery or transfer to it of any property released from any such lien, or to give notice to or make demand upon any mortgagor, mortgagee or other person for the delivery of any of such property.

(h) The Trustee shall be under no duty to check or verify any amortization schedule or any financial or other statements or reports or certificates furnished pursuant to any provision hereof or of the Assigned Lease, the Assignment or the Genesco Agreement, and it shall be under no other duty in respect of the same, except to