

(such cost and expenses being hereafter called "condemnation expenses").

In the event of any Taking which shall result in termination of the Assigned Lease as to the Property subject to the Taking in accordance with Section 10.1 of the Assigned Lease and in purchase of such Property pursuant to Section 4.03 hereof, all awards and payments collected by the Trustee, after the payment of condemnation expenses, unless the Lessee is in default under the Assigned Lease or the Genesco Agreement, shall be paid, or the right to receive such awards and payments assigned, to the Lessee upon a termination effected in compliance with Section 10.1 of the Assigned Lease and a purchase of the Property pursuant to Section 4.03 hereof.

In the event of any Taking which shall not result in the termination of the Assigned Lease as to the Property subject to the Taking, the Company shall, or shall cause Lessee to, at its expense and whether or not the awards and payments on account of such Taking shall be sufficient for the purpose, promptly effect the restoration of the buildings and other improvements on such Property to as nearly as possible their value and utility immediately prior to such Taking, except for any reduction in area caused thereby, and such restoration shall be effected in compliance with Section 3.16. All awards and payments collected by the Trustee on account of such Taking, shall be held by the Trustee and after payment of condemnation expenses, shall be applied to the cost of restoration substantially in the same manner and subject to the same conditions as those specified in Section 5.02 with respect to insurance moneys. Any balance remaining in the hands of the Trustee after such payment of the costs of the restoration, shall be applied to the prepayment of Notes in the manner, and subject to the terms, provided in Section 5.05.

SECTION 5.02. Restoration and Insurance Proceeds. In the event of any material damage to or destruction of the Trust Estate, or any part thereof, the Company shall promptly, or cause Lessee promptly to, give written notice thereof to the Trustee generally describing the nature and extent of such damage or destruction. In case of any

damage to or destruction of the Trust Estate, or any part thereof, the Company shall, or shall cause Lessee to, at its expense, whether or not the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace, rebuild or alter the same as nearly as possible to its value and utility immediately prior to such damage or destruction, such restoration to be begun promptly and to be prosecuted diligently upon the terms and conditions set forth in Section 3.16 until the completion thereof.

All moneys, if any, paid to the Trustee under policies of insurance pursuant to Section 3.19 hereof, by reason of the damage or destruction of any building or other improvement situated on the Trust Estate or any part thereof, less the actual costs, fees, and expenses, if any, incurred in connection with adjustment of the loss, shall be disposed of as follows:

(1) If the Company or Lessee undertakes to restore such buildings or other improvements, so long as no default shall have occurred and be continuing under either this Mortgage, the Assignment, the Genesco Agreement or the Assigned Lease, such moneys shall be applied to the payment of the cost of restoration and shall be paid out from time to time to the Company or Lessee as the restoration progresses upon the written request of the Company accompanied by the certificate specified in Section 9.3(1) of the Assigned Lease and by an Officers' Certificate, dated not more than 30 days prior to such request, setting forth the following:

(i) that the sum then requested either has been paid, or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials necessary or appropriate for the restoration therein specified, and giving a brief description of such services and materials and the several amounts so paid or due to each of said persons in respect thereof, and stating that no part of such expenditures has been or is being made the basis for any previous or then pending request for the withdrawal of insurance money, and that the sum then requested does not exceed the reasonable cost of the services and materials described in said Certificate;