

3. An instrument, satisfactory in form and substance to Lessor and Mortgagee, executed and delivered by the President or a Vice President and the Secretary or an Assistant Secretary of the aforesaid corporation, assuming all the obligations of Lessee under this Lease (including obligations under this Section 16.3 with respect to any subsequent consolidation, merger or transfer by the aforesaid corporation).

4. A certificate of the President or a Vice President and the Treasurer or an Assistant Treasurer of Lessee to the effect that there is no condition or event which at such time, or after notice or lapse of time or both, would constitute a default under this Lease, the Genesco Agreement, the Ground Leases or the Assignment and that no such condition or event will result from such consolidation, merger or transfer.

5. A certificate of the President or a Vice President and the Treasurer or an Assistant Treasurer of the aforesaid corporation stating that, after giving effect to such consolidation, merger or transfer, the aforesaid corporation will not be in default under any provision of this Lease.

16.4. *Assignment of Subrents, etc.* Lessee hereby irrevocably assigns to Lessor all rents due or to become due from any assignee or transferee of or sublessee under this Lease or any tenant or occupant of the premises or any part thereof and authorizes and empowers Lessor or Mortgagee, in the name of Lessee or otherwise, to collect and receive the same, *provided* that, so long as Lessee is not in default under this Lease, Lessee shall have the right to collect and receive such rents for its own uses and purposes. Upon any default by Lessee under this Lease, Mortgagee, or Lessor if the Mortgage has been discharged of record, shall have absolute title to such rents and the absolute right to collect and receive the same. Lessor or Mortgagee shall apply to the fixed rent or additional rent due under this Lease the net amount (after deducting all cost and expenses of collection, including, without limitation, attorneys' fees and expenses) of any rents so collected and received by it.

#### ARTICLE 17 Abandonment; Option to Purchase Upon Termination

17.1. *Abandonment and Substitution.* In the event Lessee desires to abandon the use and occupancy of any Property (the "abandoned Property") because the abandoned Property has become, in the good faith judgment of Lessee's Executive Committee, uneconomic for Lessee's continued use and occupancy, or that of its subtenants, and if said Executive Committee has determined to abandon the use and occupancy of such Property, then Lessee shall have the right to terminate this Lease with respect to the abandoned Property and purchase from Lessor the abandoned Property by conveying to Lessor as consideration for the abandoned Property another tract or parcel of land which, together with the improvements thereon (the "substitute Property"), is owned in fee by Lessee and has a fair market value equal to or greater than the Purchase Price of the abandoned Property (determined as of the date of such conveyance, or if such date shall not be an Installment Date, as of the next preceding Installment Date, in accordance with Section 6.4) and concurrently leasing such substitute Property from Lessor upon the same terms and conditions, and for the same rental, as in effect under this Lease at the date of such conveyance. Lessee's right to terminate this Lease with respect to, and to purchase, said abandoned Property as hereinabove provided shall be subject to the satisfaction at or prior to the date of conveyance (which date of conveyance shall be after a reasonable period of notice from Lessee to Mortgagee and Lessor and shall be the date of the related supplemental mortgage pursuant to Section 9.05 of the Mortgage) of the following conditions:

(1) receipt by Lessor of an appraisal, dated not more than 60 days prior to the date of conveyance, made by a qualified appraiser selected by Lessee and satisfactory to Lessor and Mortgagee showing in reasonable detail the fair market value of the substitute Property, and that such value complies with the conditions of this Section 17.1;