

shown on the liability side of a balance sheet as at the date as of which indebtedness is to be determined, (b) all indebtedness secured by any mortgage, pledge, lien or conditional sale or other title retention agreement existing on property owned or held subject to such mortgage, pledge, lien or conditional sale or other title retention agreement, whether or not the indebtedness secured thereby shall have been assumed, and (c) all guarantees, endorsements (otherwise than for collection or deposit in the ordinary course of business) and other contingent obligations in respect of, or any other obligations to purchase or otherwise acquire or furnish funds in respect of, any indebtedness, liability or dividend of others.

Individual Trustee: The term "Individual Trustee" shall mean Richard G. Pintard, one of the parties of the second part hereto, and his successors in the trusts hereunder.

Instalment Date: As defined in Section 2.04.

Instalment Payment: As defined in Section 2.04.

Leasehold Property: As defined in the Granting Clauses.

Lessee: GENESCO INC., as lessee under the Assigned Lease, and any person assuming obligations under the Assigned Lease pursuant to, and subject to the terms and conditions of, Section 16.2 or Section 16.3 of the Assigned Lease.

Lessee's Executive Committee: The Executive Committee of the Board of Directors of Lessee.

Licensed Surveyor: A surveyor licensed by all public authorities having jurisdiction in the jurisdiction where a Property is located and of recognized standing in the locality.

lien of the Mortgage: The term "lien hereof" or "lien of the Mortgage" or "lien of this Mortgage" shall mean the lien, encumbrance and charge created by the Mortgage (including the after-acquired property clauses hereof), or created by any subsequent conveyance or assignment to the Trustees hereunder (whether made by the Company or by any person with the consent of the Company) or otherwise created, effectively constituting any property a part of the security held by the Trustees for the benefit of the Notes outstanding hereunder.

Mortgage: The term "Mortgage" shall mean this instrument and all mortgages supplemental hereto entered into in accordance with the provisions of Article IX.

Notes: The term "Note" or "Notes" shall mean any Note or all the Notes, as the case may be, issued under and in accordance with the terms of this Mortgage.

Noteholder: The terms "Noteholder" or "holder of a Note" or "holder" shall mean a payee of a Note and, with respect to a Note on which all payments or prepayments of principal and the date to which interest has been paid shall have been marked by the Trustee, an endorsee or assignee of a payee or holder.

Any reference to a particular percentage or proportion of the Noteholders, or to a particular percentage or proportion of the holders of Notes of a particular series, shall mean the holders at the particular time of the specified percentage or proportion in aggregate principal amount of all Notes then outstanding under this Mortgage, or of all Notes of the particular series then outstanding under this Mortgage, as the case may be, exclusive of Notes or of Notes of the particular series, as the case may be, owned or held by, for the account of or for the benefit or interest of the Company or any Affiliate, except that for the purpose of determining when the Trustees or either of them, shall be protected in relying on the fact that any demand, request, direction, notice, consent, waiver or other action has been incurred in by the requisite percentage or proportion of Noteholders, only Notes which the Trustees, or either of them know to be so owned shall be excluded.

Note Purchase Agreement: The Agreement dated as of the date hereof between the Company and the original purchasers of the Series A Notes.

Officers' Certificate: A certificate executed by the President or a Vice President and the Treasurer or an Assistant Treasurer of the Company.

Opinion of Counsel: An opinion in writing signed by legal counsel (who may be of counsel to the Company or Lessee) satisfactory to the Trustee.

Permitted Encumbrances: (a) The restrictions, exceptions, reservations, limitations, interests and other matters, if any, set