(Mark One) Form 10-K

/X/ Annual Report Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934 [Fee Required] For the Fiscal Year Ended January 31, 1994

Transition Report Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934 [No Fee Required]

Securities and Exchange Commission
Washington, D.C. 20549
Commission File No. 1-3083

GENESCO INC.
A Tennessee Corporation
I.R.S. No. 62-0211340
Genesco Park
1415 Murfreesboro Road
Nashville, Tennessee 37217-2895
Telephone 615/367-7000

SECURITIES REGISTERED PURSUANT TO SECTION 12(B)

TITLE	EXCHANGES ON WHICH REGISTERED
Common Stock, $1.00 par value	New York and Chicago
Preferred Share Purchase Rights	New York and Chicago
10 3/8% Senior Notes due 2003	New York

SECURITIES REGISTERED PURSUANT TO SECTION 12(G)
Subordinated Serial Preferred Stock, Series 1
Employees' Subordinated Convertible Preferred Stock

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. / /

DOCUMENTS INCORPORATED BY REFERENCE
Portions of the proxy statement for the June 22, 1994 annual meeting of shareholders are incorporated into Part III by reference.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days. Yes /X/ No

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Common Shares Outstanding April 19, 1994 - 24,308,875
Aggregate market value on April 19, 1994 of the voting stock held by nonaffiliates of the registrant was approximately $94,000,000.

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PART I

ITEM 1, BUSINESS

GENERAL

Genesco Inc. ("Genesco" or the "Company") manufactures, markets and distributes branded men's and women's shoes and boots and men's tailored clothing. The Company's owned and licensed footwear brands, sold through both wholesale and retail channels of distribution include Johnston & Murphy, Dockers and Nautica shoes, Laredo and Code West boots, Toddler University, Kids University and Street Hot children's shoes and Mitre athletic shoes. Its tailored clothing labels, all of which the Company sells at wholesale, include Perry Ellis and Perry Ellis Portfolio, Kilgour, French & Stanbury, Mondo di Marco, Grays by Gary Wasserman and, through the fall 1994 season, Polo University Club by Ralph Lauren and Chaps by Ralph Lauren. See "Significant Developments in Fiscal 1994 - Tailored Clothing Segment" in Management's Discussion and Analysis of Financial Condition and Results of Operations included in Item 7 of this report ("Management's Discussion and Analysis") for information regarding the loss of the Ralph Lauren brand licenses.

Genesco products are sold at wholesale to more than 7,000 retailers, including a number of leading department, discount and specialty stores, and at retail through the Company's own network of 518 retail shoe stores and leased shoe departments. Genesco products are supplied from the Company's own manufacturing facilities as well as a variety of overseas and domestic sources.

Genesco operates in two business segments, footwear and tailored clothing. References to Fiscal 1992, 1993, 1994 or 1995 are to the Company's fiscal year ended or ending on January 31 of each such year. For further information on the Company's business segments, see Note 19 to the Consolidated Financial Statements included in Item 8 and Management's Discussion and Analysis. All information contained in Management's Discussion and Analysis which is referred to in Item 1 of this report is incorporated by such reference in Item 1.

In the fourth quarter of Fiscal 1994 the Company made a decision to restructure certain of its footwear and tailored clothing operations. See Note 2 to the Consolidated Financial Statements and "Significant Developments in Fiscal 1994" in Management's Discussion and Analysis for information regarding the restructuring and the financial effects thereof.

FOOTWEAR

Wholesale

The Company distributes its footwear products at wholesale to over 6,900 retailers, including independent shoe merchants, department stores, mail order houses and other retailers. Approximately 99% of the Company's wholesale footwear sales are Genesco owned or licensed brands.

Johnston & Murphy. High-quality men's shoes have been sold under the Johnston & Murphy name for more than 100 years. The Company believes Johnston & Murphy traditionally-styled dress shoes and contemporary dress casual shoes enjoy a reputation for quality craftsmanship, durability and comfort. Representative suggested retail prices for Johnston & Murphy shoes are $90 to $225. Because the Company believes that the market for casual and contemporary styles will grow more rapidly than the market for traditional dress styles, in Fiscal 1994 the Company introduced a new J. Murphy line of casual and dress casual men's shoes aimed at a younger consumer. Representative suggested retail prices for J. Murphy shoes are $90 to $140. The Company further expanded its high-quality product offerings in Fiscal 1994 by introducing a new line of contemporary, European-styled men's dress shoes under the Domani label. Representative suggested retail prices for Domani shoes are $175 to $225.

Laredo and Code West. Since 1976 the Company has manufactured traditional western-style boots for men, women and children. Laredo boots are targeted to people who wear boots for both work and recreation and are sold primarily through independent retail outlets, predominantly western boot shops. Representative suggested retail prices for Laredo boots are $50 to $120. In 1988 the Company created the Code West brand to enter the fashion segment of the boot market. Code West styles are western-influenced fashion and contemporary boots for men and women and are offered with distinctive detailing and non-traditional colors. Code West boots, sold primarily through department stores, boutiques and western boot shops, have representative suggested retail prices of $90 to $190. See "Results of Operations - Fiscal 1994 Compared to Fiscal 1993 - Footwear Wholesale and Manufacturing" in Management's Discussion and Analysis for information regarding the Company's boot operations in Fiscal 1994.

Mitre. Mitre is a leading brand in soccer footwear in the United States and in soccer balls and footwear in the United Kingdom. Genesco became the exclusive North American licensee for Mitre products in 1981. In 1992 Genesco purchased the worldwide rights to the Mitre name. See Note 3 to the Consolidated Financial Statements included in Item 8 of this report for additional information regarding the Mitre U.K. acquisition. The Company believes the increased awareness of soccer in America as a result of the United States' being the host country of the 1994 World Cup championship games has increased competition in the United States by both domestic and foreign athletic footwear companies and may expand the domestic market for soccer products. The Company also markets Mitre cleated footwear for baseball and softball in the United States and for cricket and rugby in the United Kingdom. The majority of Mitre ball and cleated shoe sales come from sporting goods and athletic specialty stores. Representative suggested retail prices for Mitre cleated athletic shoes in the United States are $20 to $75.

Dockers. In 1991 Levi Strauss & Co. granted the Company the exclusive license to market footwear under the Dockers brand name in the United States. Dockers shoes are marketed through many of the same stores that carry Dockers slacks and sportswear. In the fall of 1994 the Company redesigned the Dockers line and lowered price points to broaden the appeal of this line of men's casual shoes. Representative suggested retail prices of the redesigned shoes are $50 to $90.

Nautica. Genesco acquired the exclusive worldwide license to market Nautica footwear in 1991. In 1992 the Company introduced a new line of casual footwear under the Nautica label, targeted at young, active, upper-income consumers and designed to complement Nautica sportswear. The first shipments of Nautica footwear were delivered for the spring 1992 season. Representative suggested retail prices of Nautica footwear are $98 to $115.

University Brands. In December 1992 the Company acquired the assets of Toddler U. Inc. and began marketing Toddler University and Kids University brand shoes for children up to age 12. The Company also sells Street Hot brand children's court shoes. Representative suggested retail prices are $30 to $40 for Toddler University, $40 to $45 for Kids University and $35 to $40 for Street Hot. See "Significant Developments in Fiscal 1994 - Restructuring Charge" in Management's Discussion and Analysis and Note 2 to the Consolidated Financial Statements included in Item 8 of this report for information regarding the Toddler U Inc. acquisition.

Retail

At January 31, 1994 the Company operated 518 stores and leased departments throughout the United States and Puerto Rico selling footwear for men, women or both. The following table sets forth certain information concerning the Company's footwear retailing operations:

	RETAIL STORES		LEASED DEPARTMENTS	
	JAN. 31, 1993	JAN. 31, 1994	JAN. 31, 1993	JAN 31, 1994
Johnston & Murphy	108	103	7	7
Jarman	176	160	82	82
Journeys	105	104	-	-
Hardy	31	18	-	-
Boot Factory	21	28	-	-
Factory To You	10	9	-	-
University Brands	-	-	-	7
Total	451	422	89	96

The following table sets forth certain additional information concerning the Company's retail stores and leased departments during the five most recent fiscal years:

	FISCAL 1990	FISCAL 1991	FISCAL 1992	FISCAL 1993	FISCAL 1994
Retail Stores and Leased Departments					
Beginning of year	635	628	613	575	540
Opened during year	40	47	26	24	26
Closed during year	(47)	(62)	(64)	(59)	(48)
End of year	628	613	575	540	518

In the fourth quarter of Fiscal 1994 the Company made a decision to close 58 retail stores. See "Significant Developments in Fiscal 1994 - Restructuring Charge" in Management's Discussion and Analysis. During Fiscal 1994 Genesco opened 16 stores and 10 leased departments and closed 45 stores, 9 of which were Hardy stores, and three leased departments. In addition, the Company converted four Hardy stores to Journeys stores in Fiscal 1994. The Company is planning to close or convert a majority of the remaining Hardy stores in Fiscal 1995. The Company also is planning to open approximately 24 stores, primarily Boot Factory and Johnston & Murphy, and close approximately 72 stores in Fiscal 1995, of which 55 stores are included in the restructuring. Future store closings, store openings and conversions will depend upon store operating results, the availability of suitable locations, lease negotiations and other factors.

Johnston & Murphy. Johnston & Murphy's retail outlets sell a broad range of men's dress and casual footwear and accessories to affluent business and professional consumers. Johnston & Murphy stores carry predominantly Johnston & Murphy brand shoes. Of the 103 Johnston & Murphy stores at January 31, 1994, 15 were factory outlet stores.

Jarman. The Company's Jarman stores and the Jarman leased departments target male consumers ages 25 to 45 and sell footwear in the middle price ranges. Most shoes sold in Jarman stores are Company-owned brands. Jarman leased departments, all of which are located in department stores of a major retail company, carry primarily branded merchandise of other shoe companies and do not operate under the Jarman trade name.

Journeys; Hardy. Journeys stores target adolescent shoe buyers with fashion merchandise, using popular music videos and neon lights to attract their customer base. Hardy stores sell casual, contemporary shoes to a predominantly male market. At the beginning of Fiscal 1991 the operation of the Hardy and Journeys shoe store chains was placed under the direction of a single management group. Since that time, 57 Hardy stores have been converted to Journeys stores. Hardy stores converted to Journeys stores have, on average, enjoyed increased sales upon reopening.

Boot Factory; Factory to You. In Fiscal 1990 the Company opened its first Boot Factory outlet store to sell the Company's Laredo and Code West lines of boots. By January 31, 1994 the chain had expanded to 28 outlet stores located primarily in the southeastern United States. Factory To You stores, located primarily in the southeastern United States, sell mainly factory damaged, overrun and close-out footwear products from the Company's own plants as well as other manufacturers.

Manufacturing and Sourcing

The Company sources its footwear product from its own domestic manufacturing facilities as well as a variety of overseas and domestic sources. The Company imports shoes, component parts and raw materials from the Far East, Latin America and Europe. Genesco manufactures footwear in five facilities in the southeastern United States and one facility in the United Kingdom. During Fiscal 1994, approximately 62% of the footwear products manufactured by the Company were men's, 30% were women's and 8% were children's. Approximately 83% of the Company-manufactured footwear products were sold at wholesale, and 17% at retail through stores and leased departments operated by the Company. The estimated productive capacity of the U.S. footwear plants was approximately 64% utilized in Fiscal 1994. The Company believes that its ability to manufacture footwear in its own plants can provide better quality assurance with respect to certain products and, in some cases, reduce inventory risks and long lead times associated with imported footwear. The Company balances these considerations against the cost advantage of importing footwear products. See "Significant Developments in Fiscal 1994 - International Trade Developments" in Management's Discussion and Analysis for information regarding recent developments that may affect the Company's international sourcing. For information regarding the Company's response to excess productive capacity in its factories, see "Results of Operations - Fiscal 1994 Compared to Fiscal 1993" in Management's Discussion and Analysis.

The Company also conducts leather tanning and finishing operations in two manufacturing facilities located in Michigan and Tennessee. Approximately 8% of tanned leather products sold in Fiscal 1994 were for internal use, and the balance was sold to military boot manufacturers and other unaffiliated customers.

MEN'S APPAREL

The Greif Companies
The Company, doing business as The Greif Companies ("Greif"), manufactures and markets quality men's tailored clothing, consisting of suits, sport coats and slacks, in the United States. Greif's products are sold at wholesale to department stores and specialty retail stores nationwide through a direct sales force. Branded lines accounted for approximately 84% of Greif's Fiscal 1994 tailored clothing sales. Greif markets tailored clothing under a variety of brand names, substantially all of which are licensed from third parties. See "Licenses" below. The Company's tailored clothing brands include:

Perry Ellis; Perry Ellis Portfolio. The Company has licenses to market and manufacture contemporary styled tailored clothing in the United States under the trademarks, Perry Ellis and Perry Ellis Portfolio. Perry Ellis Portfolio was the Company's best selling tailored clothing brand name in Fiscal 1994. Perry Ellis brand suits have representative retail prices of $500 to $700. Perry Ellis Portfolio tailored clothing is more moderately priced (representative retail prices, $400 to $500).

Polo University Club; Chaps by Ralph Lauren. The Company's exclusive licenses to market and manufacture traditionally styled tailored clothing in the United States under both the Polo University Club by Ralph Lauren and Chaps by Ralph Lauren labels expire in June of 1994. Polo University Club by Ralph Lauren suits have representative retail prices of $400 to $500, and the Chaps by Ralph Lauren line was repositioned in Fiscal 1993 at lower prices (representative retail prices, $300 to $400).

Other Brands. Greif also markets and manufactures men's tailored clothing under other name brands (representative retail prices $500 to $700). Traditionally styled suits are marketed under the Grays by Gary Wasserman label, under an agreement with Mr. Wasserman. Medium to high priced (representative retail prices, $495 to $650) European styled suits are marketed and manufactured in the United States under the Mondo di Marco label pursuant to a license. Greif also has a limited license to market and manufacture British-styled suits in the United States under the Kilgour, French & Stanbury brand name (representative retail prices, $495 to $650). Greif has recently announced its intention to introduce a new traditional line of tailored clothing under the label Metropolis by Greif in the spring of 1995. Representative retail prices for the line are expected to range from $325 to $475.

Greif's unbranded clothing sales, which accounted for 16% of Greif's tailored clothing sales in Fiscal 1994, include custom-made uniforms for certain airlines and other career apparel products and garments bearing the private labels of retail customers.

GCO Apparel Corporation
In Fiscal 1994 a wholly-owned subsidiary of the Company, GCO Apparel Corporation ("GCO Apparel"), acquired the manufacturing assets of LaMar Manufacturing Company ("LaMar"). See "Significant Developments in Fiscal 1994 - - Tailored Clothing Segment" and "Results of Operations - Fiscal 1994 Compared to Fiscal 1993 - Tailored Clothing" in Management's Discussion and Analysis.

Manufacturing

The Company manufactures tailored clothing in six facilities, the "Greif facilities" located in Allentown and Shippensburg, Pennsylvania, Verona, Virginia and the "GCO Apparel facilities" located in Heflin and Woodland, Alabama and Bowdon, Georgia. During Fiscal 1994 the estimated productive capacity of the Greif facilities was approximately 92% utilized while the GCO Apparel facilities were approximately 72% utilized. See "Significant Developments in Fiscal 1994" in Management's Discussion and Analysis for information regarding the Company's decision to close certain of its tailored clothing manufacturing facilities. Greif sources fabrics primarily from domestic mills. The collective bargaining agreement to which Greif is subject limits the sale by Greif of tailored clothing purchased from foreign and other non-union manufacturers. See "Employees" below.

COMPETITION

The Company operates in highly competitive markets in both footwear and tailored clothing. Retail footwear competitors range from small, locally-owned shoe stores to regional and national department and discount stores and specialty chains. The Company competes with hundreds of footwear and apparel manufacturing operations in the United States and throughout the world, most of which are relatively smaller, specialized operations but some of which are larger, more diversified companies.

Competition from imports has grown significantly during the last two decades, so that by 1993 approximately 86% of all non-rubber footwear sold in the United States was imported. Manufacturers in foreign countries with lower labor costs have a significant price advantage. The Company's footwear manufacturing operations attempt to offset this advantage by offering superior product quality and customer service or by concentrating on specific markets, such as western boots, not subject to intense foreign competition.

In the mid-1980's there was an increase in imports of better-grade, tailored clothing, and the Company believes that it and other domestic producers of such clothing lost market share to foreign manufacturers during the remainder of the 1980's. Other factors affecting the domestic industry are the shrinking U.S. market for tailored clothing, reflecting long-term demographic changes, a shift in preferences toward more casual apparel and the loss or threatened loss of middle management and professional jobs in recent years. This decline in U.S. consumption has not adversely affected imports, leading to excess manufacturing capacity in the U.S. tailored clothing industry. See "Significant Developments in Fiscal 1994 - International Trade Developments" in Management's Discussion and Analysis for information regarding the possible effect of international competition on the Company's tailored clothing business.

The collective bargaining agreement between the Clothing Manufacturers' Association and the Amalgamated Clothing and Textile Workers' Union, to which Greif is a party, limits the sale of tailored clothing manufactured in a plant not covered by such an agreement. See "Employees" below.

The Company believes that Greif must lower its product costs in order to compete on a long-term basis in the tailored clothing industry and that the restrictions contained in Greif's current collective bargaining agreement put the Company and other manufacturers with similar labor agreements at a disadvantage in competing with foreign and other non-union manufacturers.

The Company's tailored clothing operations compete on brand recognition, price, product style, quality and customer service.

LICENSES

Most of the Company's footwear brands are owned by the Company. The Nautica and Dockers brand footwear lines, introduced in Fiscal 1993, are sold under license agreements which extend through 2007 and 2001, respectively, including renewal options. Most of the Company's branded tailored clothing products are sold pursuant to license agreements with terms, including renewal options, which expire from 1994 to 2005. Licensed products are generally designed by the Company and submitted to the licensor for approval.

The Company's renewal options under its license agreements for both footwear and tailored clothing brands are generally conditioned upon the Company's meeting certain minimum sales requirements. Sales of Ralph Lauren branded products (which accounted for $33.8 million of sales in Fiscal 1994) were manufactured under license agreements which expire June 30, 1994 and will not be renewed. See "Significant Developments in Fiscal 1994 - Tailored Clothing Segment" in Management's Discussion and Analysis.

Sales of licensed products were approximately $100 million in Fiscal 1994 and approximately $96 million in the previous year.

The Company also licenses others to use Mitre and certain of its other footwear brands, mostly in foreign markets. License royalty income was not material in Fiscal 1994.

RAW MATERIALS

Genesco is not dependent upon any single source of supply for any major raw material. In Fiscal 1994 the Company experienced no shortages of raw materials in its principal businesses. The Company considers its available raw material sources to be adequate.

BACKLOG

On March 31, 1994 the Company's wholesale operations (which accounted for 60% of sales in Fiscal 1994) had a backlog of orders, including unconfirmed customer purchase orders, amounting to approximately $91.1 million, compared to approximately $110.0 million on March 31, 1993. Of these amounts, approximately $46.4 million and $57.6 million, respectively, were for footwear and approximately $44.7 million and $52.4 million, respectively, were for men's apparel. The backlog of orders is somewhat seasonal, reaching a peak for footwear in the spring and for tailored clothing in the summer. Tailored clothing and footwear operations maintain in-stock programs for selected anticipated high volume styles, but customer orders for tailored clothing are generally received several months in advance of shipping dates.

The order backlog in dollars on March 31, 1994 for footwear wholesale products, which includes tanned leather, was 21% lower than on March 31, 1993. This decrease is attributable to decreases in the order backlog for the Company's boot and athletic products. The majority of orders for footwear and tanned leather is for delivery within 90 days. Therefore, the footwear wholesale products backlog at any one time is not necessarily indicative of a corresponding change in future sales for an extended period of time.

Tailored clothing backlog in dollars on March 31, 1994, consisting primarily of spring 1994 and fall 1994 orders, was 15% lower than on March 31, 1993. Tailored clothing backlog does not include sales anticipated under the cut, make and trim agreement between GCO Apparel and LaMar. The Company believes that the decrease in tailored clothing backlog is attributable to (i) general market conditions throughout the tailored clothing industry, (ii) product quality problems in Fiscal 1994 arising out of the Company's efforts to redesign and manufacture certain products to meet retailer demands for lower-cost, branded products, (iii) the Company's decision to reduce sales to off-price retailers and (iv) retailer concerns regarding future pricing of the Chaps by Ralph Lauren line by the new licensee. The Company expects the lower level of demand for its tailored clothing products to continue through Fiscal 1995.

Management does not expect cancellations of existing orders for tailored clothing and footwear to exceed 14%.

EMPLOYEES

Genesco had approximately 6,950 employees at January 31, 1994 including approximately 770 part-time employees. Retail shoe stores employ a substantial number of part-time employees during peak selling seasons. Approximately 1,475 employees are covered by collective bargaining agreements, most of whom are employees of the Company's Greif tailored clothing operations. Of the 6,950 employees, approximately 4,300 were employed in footwear, 2,550 in tailored clothing and 100 in corporate staff departments. See "Significant Developments in Fiscal 1994 - Restructuring Charge" included in Management's Discussion and Analysis for information regarding the Company's elimination of approximately 1,200 jobs.

Most employees of Greif are covered by a collective bargaining agreement with the Amalgamated Clothing and Textile Workers' Union which expires April 30, 1995. See "Significant Developments in Fiscal 1994 - Tailored Clothing Segment" and "Results of Operations - Fiscal 1994 Compared to Fiscal 1993 - Tailored Clothing" included in Management's Discussion and Analysis for information regarding labor difficulties experienced by Greif in Fiscal 1994.

PROPERTIES

The Company operates 15 manufacturing and 5 warehousing facilities, substantially all of which are leased, aggregating 2,600,000 square feet. The 20 facilities are located in six states in the United States and in Huddersfield, England. There are 14 footwear facilities with approximately 1,800,000 square feet and six tailored clothing facilities with approximately 800,000 square feet.

The Greif Companies tailored clothing operation is headquartered in Allentown, Pennsylvania and maintains a marketing office and showrooms in New York City. GCO Apparel's headquarters are in Bowdon, Georgia. The Company's executive offices and the offices of its footwear operations are in a 295,000 square foot leased building in Nashville, Tennessee.

See the discussion of the footwear segment for information regarding the Company's retail stores. New shopping center store leases typically are for a term of seven to 10 years and new factory outlet leases typically are for a term of five years and both provide for rent based on a percentage of sales against a fixed minimum rent based on the square footage leased. The Company's leased departments are operated under agreements which are generally terminable by department stores upon short notice.

Leases on the Company's plants, offices and warehouses expire from 1995 to 2018, not including renewal options. The Company's retail stores, plants, offices, warehouses and machinery and equipment are generally well maintained, in good operating condition and suitable for their purposes. See Note 11 to the Consolidated Financial Statements included in Item 8 for information about commitments under capital and operating leases.

ENVIRONMENTAL MATTERS

The Company is subject to federal, state, local and foreign laws, regulations and ordinances that (i) govern activities which may have adverse environmental effects, such as discharges to air or water as well as the handling and disposal of solid and hazardous wastes, or (ii) impose liability for the costs of cleaning up, and damages resulting from, past spillage, disposal or other releases of hazardous substances (together, "Environmental Laws"). The Company uses and generates, and in the past has used and generated, certain substances and wastes that are regulated or may be deemed hazardous under applicable Environmental Laws. The Company is involved in cleanup proceedings at several sites with respect to which it is alleged that the Company sent certain waste material in the past. See Item 3 "Legal Proceedings" for a discussion of certain of such pending matters.

ITEM 2, PROPERTIES
See Item 1.

ITEM 3, LEGAL PROCEEDINGS

CERTAIN ENVIRONMENTAL PROCEEDINGS
As a result of the disposal in a rural area near Nashville, Tennessee of waste material generated by a former operating division of the Company engaged in the manufacture of adhesives, eight separate civil actions were filed in 1986 in the Circuit Court of Williamson County, Tennessee on behalf of a total of 29 individuals against the Company, Emmett N. and Rose S. Kennon and Kennon Construction Co. The Kennons are owners of the disposal site. An additional action was filed against the same parties in the same court in 1988 on behalf of one resident who had recently reached majority. The plaintiffs reside or own property in the vicinity of the waste disposal site.

The plaintiffs alleged that the defendants were liable for creating a nuisance, negligence, trespass, creating an unreasonably hazardous condition (strict liability) and violating several state and federal environmental statutes and sought to recover for personal injuries and property damages totaling $17.6 million, punitive damages totaling $19.5 million, and certain costs and expenses, including attorneys' fees. The Company filed answers to these suits. In October and November 1992 the Company reached settlement agreements with 20 individual plaintiffs providing for cash payments by the Company aggregating approximately $550,000 and the purchase of a residence at an appraised value of $170,000. Damage claims totalling $22.2 million, including $9.1 million in claimed compensatory damages and $13.1 million in punitive damages, were dismissed pursuant to the settlement agreements. In light of the settlement agreements already reached, management believes that the remaining actions should not have a material adverse effect on the Company's results of operations or financial condition.

On July 5, 1987 a civil action was filed by the State of New York in the United States District Court for the Northern District of New York against the City of Gloversville, New York, and 33 other private defendants, including the Company. The complaint alleges that the defendants are liable under the U.S. Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA" or "Superfund") and certain common law theories for the costs of investigating and performing remedial actions required to be taken with respect to a municipal landfill owned and operated by the City of Gloversville. CERCLA provides for the cleanup of sites from which there has been a release or threatened release of hazardous substances. CERCLA authorizes the United States Environmental Protection Agency (the "EPA") to take any necessary response actions at Superfund sites, including, in certain circumstances, ordering potentially responsible parties ("PRPs") liable for the release to take or pay for such actions. PRPs are broadly defined under CERCLA, and include past and present owners and operators of a site, as well as generators and transporters of wastes to a site from which hazardous substances are released. The landfill was used by a former operating division of the Company engaged in the leather tanning business. While there is evidence that the Company was not a material contributor to any hazardous conditions which may be shown to exist, the liability under CERCLA is joint and several. On March 10, 1988 the Company filed its answer denying the substantive allegations of the complaint and asserting numerous defenses. On August 30, 1988 the Company and certain other defendants filed third party complaints against approximately 90 additional entities, alleging in essence that such third party defendants are liable, in whole or in part, for any damages that may be incurred by the Company or the other third party plaintiffs. On December 1, 1988 the third party defendants answered, denying liability and asserting certain counterclaims and crossclaims against the Company and others based upon the same substantive allegations.

Also on July 5, 1987 a separate civil action was filed by the State of New York in the United States District Court for the Northern District of New York against the City of Johnstown, New York and 14 other defendants (not including the Company). The allegations of the complaint, which are substantially similar to those in the Gloversville action referred to above, relate to a municipal landfill operated by the City of Johnstown which landfill has been placed on the National Priority List of Superfund sites by the EPA.

On August 30, 1988 two defendants in the Johnstown action filed third party complaints against a former division of the Company engaged in the leather tanning business and approximately 100 other third party defendants. The third party complaints, filed by Milligan & Higgins, a division of Hudson Industries, and the Gloversville/Johnstown Joint Sewer Board, allege that the third party defendants disposed of waste material into the Gloversville/ Johnstown joint sewer system, which in turn was transported by employees of the sewer system to the municipal landfill operated by the City of Johnstown. The third party complaints charge, in essence, that the Company and the other third party defendants are liable for all or a portion of any damages which may be incurred by the third party plaintiffs based upon the State's allegations in the initial complaint. The Company filed an answer asserting numerous defenses.

The EPA has issued records of decision reflecting adoption of remediation plans an estimated cost of approximately $16.5 million in the case of the Johnstown site and approximately $28.3 million with respect to the Gloversville site. The Company has established a provision of $1 million to cover its estimated share of future remediation costs with respect to both sites, including a $500,000 charge in the fiscal quarter ended October 31, 1993. Because of uncertainties related to the ability or willingness of other defendants, including the municipalities involved, to pay a portion of such costs, the availability of state funding to pay a portion of such costs, the insurance coverage available to the various defendants and the basis for contribution claims among the defendants, management is presently unable to predict the outcome or to estimate the amount of the Company's liability with respect to either of the Johnstown or Gloversville actions. The insurance companies from which the Company purchased liability insurance coverage have agreed to bear a portion of the cost of the Company's defense in the Johnstown and Gloversville actions, but have reserved the right to deny coverage of any other liability which the Company may incur in such actions.

On September 4, 1991 the Company's Whitehall, Michigan tanning facility was cited by the Muskegon County Wastewater Management System ("MCWMS") for alleged violations of certain regulations applicable to the facility's wastewater effluent. Pursuant to administrative orders issued by the MCWMS, the Company is required to bring the Whitehall facility's wastewater discharges into compliance with applicable regulations. In May 1992 the EPA requested certain information from the Company and other entities regarding wastewater discharges to the MCWMS sewage treatment system at Whitehall, Michigan. In October 1992 the EPA notified the Company that it would recommend that a civil action be brought against the Company for alleged violations of the Federal Water Pollution Control Act and the pre-treatment standards for leather tanning and finishing adopted thereunder. The alleged violations related to the wastewater effluent from the Company's Whitehall tannery and involved similar violations as those alleged in the MCWMS proceeding. The Company entered into a stipulation of settlement with the EPA and the United States Department of Justice dismissing the civil action. The stipulation of settlement was approved by the court on December 16, 1993 and the Company has paid a civil penalty of $550,000 to resolve all claims asserted in the complaint.

The EPA has also previously investigated soil and groundwater conditions at the Whitehall facility and the Michigan Department of Natural Resources, acting on behalf of the EPA, made further investigations of the site in April 1994. Because the current status of the EPA's investigation is not clear, the Company presently is unable to determine with certainty what effect such investigation and any subsequent remedial action may have on the Company's results of operations or financial condition but does not believe any remedial actions should have a material adverse effect on such results of operations or financial condition.

PREFERRED SHAREHOLDERS ACTIONS

On January 6, 1993, 23 holders of the Company's series 2, 3 and 4 subordinated serial preferred stock filed a civil action against the Company, William S. Wire II, the Company's chairman, and James S. Gulmi, the Company's vice president and chief financial officer, in the United States District Court for the Southern District of New York (the "U.S. District Court Action"). The plaintiffs allege that the defendants misrepresented the value of the plaintiffs' shares and failed to disclose material facts to representatives of the plaintiffs in connection with exchange offers which were made by the Company to the plaintiffs and other holders of the Company's series 1, 2, 3 and 4 subordinated serial preferred stock from January 23, 1988 to August 1, 1988. The plaintiffs contend that had they been aware of the misrepresentations and omissions, they would not have agreed to exchange their shares pursuant to the exchange offers. The plaintiffs allege breach of fiduciary duty and fraudulent and negligent misrepresentations and seek damages in excess of $10 million, costs, attorneys' fees, interest and punitive damages in an unspecified amount. On March 2, 1993 the defendants filed their answer denying the plaintiffs' substantive allegations and asserting certain affirmative defenses. On April 22, 1993, the defendants filed a motion for judgement on the pleadings. By order dated December 2, 1993, the U.S. District Court denied the motion. On April 20, 1994, the plaintiffs filed a motion for partial summary judgement asking that the court find that the defendants are bound by the preferred stock valuation in the Chancery Court Action (as defined below).

The U.S. District Court Action is based, in part, on a judicial determination on July 29, 1992 of the fair value of the Company's series 2 and 3 subordinated serial preferred stock in an appraisal action in the Chancery Court for Davidson County, Tennessee (the "Chancery Court Action"). The Chancery Court Action was commenced after certain preferred shareholders dissented from the charter amendments approved by shareholders on February 4, 1988 and demanded the fair value of their shares.

The Chancery Court Action determined that the fair values of a share of series 2 was $131.32 and of a share of the series 3 was $193.11 (which amounts are in excess of the mandatory redemption and liquidation values of a share of series 2 subordinated serial preferred stock and of the optional redemption and liquidation values of a share of series 3 subordinated serial preferred stock), compared with $91 a share for the series 2 and $46 a share for the series 3 previously paid by the Company as the fair value of such shares. The Chancery Court ordered the Company to pay to Jacob Landis, the only shareholder who prosecuted his dissenter's rights, the additional sum of $358,062 plus interest at 10% from July 29, 1992 and attorneys' fees and costs to be determined in further proceedings. The Company appealed the Chancery Court's decision and on September 1, 1993 the Tennessee Court of Appeals affirmed the Chancery Court's decision and remanded the case to the Chancellor for further proceedings. The Company filed a petition to the Tennessee Supreme Court to review the case, which the court denied on January 31, 1994. The Company paid the amount of the judgement in the Chancery Court Action plus accrued interest on February 4, 1994. The dissenting shareholders have filed a claim for approximately $780,000 in attorney's fees and expenses.

The Company and the individual defendants intend to vigorously defend the U.S. District Court Action. The Company is unable to predict if the U.S. District Court Action will have a material adverse effect on the Company's results of operations or financial condition.

On May 13, 1993 the landlord of a building in New York City in which the Company was the sole tenant, filed a civil action in the Supreme Court of the State of New York claiming that the Company breached the lease for the premises and negligently allowed the premises to deteriorate. The complaint seeks compensatory damages of $2.5 million and punitive damages of $5 million. On June 8, 1993 the Company removed the action to the United States District Court for the Southern District of New York.

At various times in 1990 and 1991 (i) the Canadian Department of National Revenue, Taxation (the "Department"), the Alberta Corporate Tax Administration and the Ontario Ministry of Revenue made tax reassessments relating to the deductibility of interest expense incurred by one of the Company's Canadian subsidiaries on funds borrowed from the Company and (ii) the Department made tax reassessments relating to non-resident withholding tax with respect to the payment by that subsidiary of its loan from the Company and with respect to interest on loans by that subsidiary to the Company. These reassessments, which the Company has calculated to be approximately Canadian $18.7 million including interest (approximately U.S. $14.1 million) at January 31, 1994, were made against Agnew Group, Inc., the corporate successor to the purchaser of the Company's Canadian operations (the "Taxpayer").

The Taxpayer has made indemnification claims with respect to all such reassessments pursuant to the indemnification provisions in the stock purchase agreement dated as of January 23, 1987 relating to the sale of the Company's Canadian operations, and the Company has assumed the defense of the Taxpayer. On behalf of the Taxpayer, the Company has filed notices of objections to all of the reassessments and has appealed the confirmation by the Minister of National Revenue of the Federal interest deductibility reassessments by filing a statement of claim in the Federal Court of Canada. The Provincial reassessments will be held in abeyance pending the outcome of the Federal Court action. The Company has also filed notices of objection to the withholding tax reassessments on behalf of the Taxpayer.

Any liability which is finally determined to be owing by the Company as a result of the indemnification provisions of the share purchase agreement is subject to an offset of up to Canadian $5,000,000 pursuant to a loan agreement dated February 6, 1987 among the Company, the purchaser and a former stockholder of the purchaser.

On February 4, 1994 the Taxpayer filed for protection under the Companies Creditors Arrangement Act and is seeking approval of a plan of compromise or arrangement with its creditors. Resolution of the Department's tax claims is a condition to any such plan.

ITEM 4, SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

There were no matters submitted to a vote of security holders during the fourth quarter of Fiscal 1994.

EXECUTIVE OFFICERS OF GENESCO

The officers of the Company are generally elected at the first meeting of the board of directors following the annual meeting of shareholders and hold office until their successors have been chosen and qualify. The name, age and office of each of the Company's executive officers and certain significant employees and certain information relating to the business experience of each are set forth below:

HARRY D. GARBER, 65, Chairman. Mr. Garber has served as a director of Genesco since 1976 and was elected Chairman effective January 31, 1994. He was employed by The Equitable Life Assurance Society of the United States, a major provider of life insurance, health insurance and annuities, from 1950 until June 1993 and served as its vice chairman since 1984.

E. DOUGLAS GRINDSTAFF, 53, President and Chief Executive Officer of Genesco. Mr. Grindstaff was elected president and chief operating officer and a director of Genesco on April 22, 1992 and chief executive officer as of February 1, 1993. In 1962 Mr. Grindstaff joined Procter & Gamble Inc. where he served in a number of manufacturing, marketing and general management positions until his election as president of Genesco. From 1987 to 1991 he was president of Procter & Gamble's Canadian operations and most recently was president of Procter & Gamble Cellulose Company.

THOMAS B. CLARK, 52, Executive Vice President - Administration and General Counsel. Mr. Clark was employed by the Company in his present capacity in January 1994. He was a partner in the law firm of Boult, Cummings, Conners and Berry from 1987 through 1993. Mr. Clark previously served as vice president and general counsel of the Company from 1978 to 1987.

JAMES S. GULMI, 48, Vice President - Finance and Chief Financial Officer. Mr. Gulmi was employed by Genesco in 1971 as a financial analyst, appointed assistant treasurer in 1974 and named treasurer in 1979. He was elected a vice president in 1983 and assumed his present responsibilities in 1986.

MICHAEL A. CORBETT, 42, Treasurer. Before joining the Company in November 1993, Mr. Corbett had been a principal in a financial advisory services firm, Highland Capital Corporation, since 1990. From 1987 to 1990 Mr. Corbett was treasurer of MacMillan Inc., a diversified publishing company.

ROBERT E. BROSKY, 53, Controller and Chief Accounting Officer. Mr. Brosky joined the Company in 1963, was named director of consolidated accounting and financial reporting in 1983 and controller and chief accounting officer in 1986.

ROGER G. SISSON, 30, Secretary and Assistant General Counsel. Mr. Sisson joined the Company in January 1994 as assistant general counsel and was elected secretary in February 1994. Before joining the Company, Mr. Sisson was associated with the firm of Boult, Cummings, Conners and Berry for approximately six years.

MATTHEW N. JOHNSON, 29, Assistant Treasurer. Mr. Johnson joined the Company in April 1993 as manager, corporate finance and was elected assistant treasurer in December 1993. From 1986 until he joined the Company, he held a number of positions with the First National Bank of Chicago, most recently a vice president in the corporate and institutional banking division.

FOWLER H. LOW, 62, Chairman of Johnston & Murphy (a division of Genesco). Mr. Low has 38 years of experience in the footwear industry, including 31 years with Genesco. He rejoined Genesco in 1984 after serving as vice president of sales and marketing for G. H. Bass, a division of Chesebrough-Pond's Inc. He was appointed president of the footwear manufacturing and wholesale group in 1988 and was appointed to his present post in February 1991.

BEN HARRIS, 50, President of the Jarman Shoe Company (a division of Genesco). Mr. Harris joined the Company in 1961 and in 1987 was named director of the leased department division of the Jarman Shoe Company. In November 1991, he was named president of the Jarman Shoe Company.

HENRY D. SIEGAL, 41, President of The Greif Companies (a division of Genesco). Before joining the Company in November 1993, Mr. Siegal was president of Crystal Brands Jewelry, a position he had held since 1993. From 1991 to 1993 Mr. Siegal was president and chief executive officer for Crystal Brands Tailored Clothing Group. From 1981 to 1991 he was president and chief executive officer of Calvin Clothing Corporation.

PART II

ITEM 5, MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

The Company's common stock is listed on the New York Stock Exchange (Symbol: GCO) and the Chicago Stock Exchange. The following table sets forth for the periods indicated the high and low sales prices of the common stock as shown in the New York Stock Exchange Composite Transactions listed in the Wall Street Journal.

Fiscal Year ended January 31	High	Low
1992 1st Quarter	$ 5 1/8	$ 3 3/4
2nd Quarter	6 1/8	3 7/8
3rd Quarter	6 1/2	4 7/8
4th Quarter	6 1/8	4 1/2
Fiscal Year ended January 31		
1993 1st Quarter	7	5 1/8
2nd Quarter	6 1/4	5
3rd Quarter	7 3/4	5 5/8
4th Quarter	11 1/4	7
Fiscal Year ended January 31		
1994 1st Quarter	11 1/2	8 3/4
2nd Quarter	11 1/2	6 7/8
3rd Quarter	9 1/4	5 3/4
4th Quarter	6 7/8	4

There were approximately 14,000 common shareholders of record on January 31, 1994.

See Notes 10 and 12 to the Consolidated Financial Statements included in Item 8 for information regarding restrictions on dividends and redemptions of capital stock.

ITEM 6, SELECTED FINANCIAL DATA

FINANCIAL SUMMARY

IN THOUSANDS EXCEPT PER COMMON SHARE DATA, FINANCIAL STATISTICS AND OTHER DATA	YEARS ENDED JANUARY 31 1994	1993	1992	1991	1990
RESULTS OF OPERATIONS DATA					
Net sales	$572,860	$539,867	$471,766	$476,342	$492,248
Depreciation and amortization	10,723	9,719	9,109	8,915	8,190
Operating income (loss)*	(25,454)	33,480	16,771	16,977	38,825
Pretax earnings (loss)	(51,774)	13,703	570	1,342	19,812
Earnings (loss) before extraordinary loss and cumulative effect of change in accounting principle	(51,779)	9,693	461	1,282	18,871
Loss on early retirement of debt (net of tax)	240	583	-0-	1,688	-0-
Cumulative effect of change in accounting for postretirement benefits	2,273	-0-	-0-	-0-	-0-
Net earnings (loss)	$(54,292)	$ 9,110	$ 461	$ (406)	$ 18,871
PER COMMON SHARE DATA					
Earnings (loss) from continuing operations					
Primary	$ (2.16)	$ .40	$ .01	$ .04	$ .83
Fully diluted	(2.16)	.40	.01	.04	.80
Extraordinary loss					
Primary	(.01)	(.02)	.00	(.07)	.00
Fully diluted	(.01)	(.02)	.00	(.07)	.00
Postretirement benefits					
Primary	(.09)	.00	.00	.00	.00
Fully diluted	(.09)	.00	.00	.00	.00
Net earnings (loss)					
Primary	(2.26)	.38	.01	(.03)	.83
Fully diluted	(2.26)	.38	.01	(.03)	.80
BALANCE SHEET DATA					
Total assets	$309,386	$317,868	$237,244	$251,384	$279,791
Long-term debt	90,000	54,000	14,885	28,921	50,407
Capital leases	15,253	14,901	12,099	10,080	10,585
Non-redeemable preferred stock	8,064	8,305	8,330	14,272	16,757
Common shareholders' equity	90,659	146,746	140,834	134,887	135,794
Additions to plant, equipment and capital leases	8,356	10,132	9,341	11,922	10,685
FINANCIAL STATISTICS					
Operating income as a percent of net sales	(4.4%)	6.2%	3.6%	3.6%	7.9%
Book value per share	$ 3.73	$ 6.33	$ 6.16	$ 5.96	$ 5.96
Working capital	$160,094	$168,875	$132,871	$143,538	$169,812
Current ratio	3.3	3.5	3.8	3.7	4.0
Percent long-term debt to total capital	51.6%	30.8%	15.3%	20.7%	28.6%
OTHER DATA (END OF YEAR)					
Number of retail outlets	518	540	575	613	628
Number of employees	6,950	6,550	6,150	6,150	6,700

* Represents operating income of business segments.

Included in the loss for Fiscal 1994 was a restructuring charge of $29.4 million. See Note 2 to the Consolidated Financial Statements for additional information regarding the charge.

Long-term debt and capital leases include current payments. On February 1, 1993, the Company issued $75 million of 10 3/8% senior notes due 2003. The Company used $54 million of the proceeds to repay all of its outstanding long-term debt. During Fiscal 1991 the Company paid prior to maturity approximately $21,288,000 of its long-term debt.

During Fiscal 1990 the Company exchanged approximately 96,000 shares of preferred stock for 1.9 million shares of common stock.

During Fiscal 1992 the Company acquired and cancelled approximately 712,000 shares of Employees Subordinated Convertible Preferred Stock.

The Company has not paid dividends on its Common Stock since 1973. See Note 12 to the Consolidated Financial Statements for a description of limitations on the Company's ability to pay dividends.

ITEM 7, MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This discussion should be read in conjunction with the selected financial information in Item 6 and the business segment information in Note 19 to the Consolidated Financial Statements included in Item 8.

SIGNIFICANT DEVELOPMENTS IN FISCAL 1994

Senior Debt Financing

In February 1993 the Company completed a public offering of $75 million principal amount of 10 3/8% senior notes due 2003 (the "10 3/8% Notes"). Proceeds from the sale of these notes were used to repay long-term debt and for working capital and other general corporate purposes and were used on May 18, 1993 to redeem a minority interest in the Company's subsidiary, Mitre U.K. See Note 10 to the Consolidated Financial Statements.

Revolving Credit Agreement

In August 1993 the Company entered into a three-year revolving credit agreement providing for loans or letters of credit up to $100 million. The agreement replaced a $45 million revolving credit agreement and a $25 million letter of credit agreement. As a result of the restructuring charge and operating losses in the fourth quarter, the revolving credit agreement was amended on January 31, 1994 to adjust certain financial covenants. See Notes 2 and 10 to the Consolidated Financial Statements.

Tailored Clothing Segment

In May 1993 The Greif Companies ("Greif"), a division of the Company, withdrew from the industry-wide collective bargaining arrangement between the Clothing Manufacturers Association (the "CMA") and the Amalgamated Clothing and Textile Clothing Workers Union and its affiliates (the "Union") and notified the Union of its desire to bargain directly with the Union concerning new collective bargaining agreements to replace the contracts expiring September 30, 1993. The Union was the collective bargaining representative for approximately 1,500 Greif employees at September 30, 1993.

In July 1993 Greif notified the Union of its desire to bargain under its existing contracts over a decision regarding possible closure of Greif's manufacturing plants in Verona, Virginia and Shippensburg, Pennsylvania and the effects of any such decision and delivered to the Union its initial bargaining proposals for the new contract. In response, the Union began organizing efforts at certain of the Company's footwear manufacturing plants and the non-union tailored clothing plants recently acquired by a subsidiary of the Company (see below) and initiated a nationwide consumer boycott campaign against the Company's footwear and tailored clothing products.

In August 1993 a wholly-owned subsidiary of the Company, GCO Apparel Corporation ("GCO Apparel"), completed the acquisition of the men's tailored clothing manufacturing assets of LaMar Manufacturing Company ("LaMar"). LaMar manufactured moderately-priced tailored clothing primarily for the private label market and operated plants in Bowdon, Georgia and Heflin and Woodland, Alabama. In connection with the acquisition, GCO Apparel entered into an agreement not to sell to LaMar's then-existing customers. The LaMar acquisition was intended primarily to allow the Company to participate in the market for more moderately-priced clothing. In addition, the acquisition provided Greif with a possible temporary alternative source of product in the event of a strike at Greif's plants. See Note 3 to the Consolidated Financial Statements.

In connection with the acquisition of the assets of LaMar, GCO Apparel entered into a two-year cut, make and trim agreement with LaMar which provides that in Fiscal 1995 LaMar is required to purchase at least approximately 190,000 units, which represents approximately 50% of GCO Apparel's annual manufacturing capacity. GCO Apparel currently expects that purchases by LaMar will exceed the minimum contract requirements. Under a cut, make and trim agreement, the manufacturer typically cuts, sews and presses garments, using piece goods furnished by the customer.

On September 30, 1993, Greif and the Union reached an agreement in principle on a new 19-month collective bargaining agreement. Wages and benefits will increase approximately 8% by the expiration of that agreement. Greif agreed to the same wage and benefit increases which were negotiated between the Union and the CMA and further agreed not to close Greif's Verona and Shippensburg plants prior to October 1, 1994. Negotiations with the Union on definitive contracts covering Greif's work force regarding local plant issues are continuing, but the outcome of such negotiations are not expected to materially affect the results of Greif's operations.

The Company last year reported that Greif did not expect to meet the minimum sales requirements necessary to renew its license agreements for the Chaps and Polo University Club by Ralph Lauren brands which were to expire June 30, 1993. Sales of products licensed under those agreements accounted for $31.7 million in Fiscal 1993 and $33.8 million in Fiscal 1994. On June 14, 1993, Greif entered into a one-year extension of those license agreements. The Company continued discussions regarding renewal of the licenses, but in the fourth quarter of Fiscal 1994 the Company was notified that the licenses for these brands would not be further extended or renewed.

Restructuring Charge

Because of developments in the fourth quarter of Fiscal 1994, the Company changed operating strategies, made a decision to restructure certain of its operations and reassessed the recoverability of certain assets. As a result, the Company recorded a charge of $29.4 million, for which no tax benefit is currently available. This charge reflects estimated costs of closing certain manufacturing facilities, effecting permanent work force reductions and closing 58 retail stores. The provision includes $15.8 million in asset write-downs and $13.6 million of future consolidation costs, of which approximately $12 million is expected to be incurred in Fiscal 1995. The restructuring involves the elimination of approximately 1,200 jobs (20% of the Company's total work force in Fiscal 1994). Included in the $15.8 million of asset write-downs is $7.7 million relating to goodwill, of which $6.9 million relates to the LaMar acquisition and $800,000 relates to the Toddler U Inc. acquisition. See Note 3 to the Consolidated Financial Statements for information regarding these business acquisitions. The Company expects to fully implement the restructuring plan in Fiscal 1995.

As a result of the loss of the Ralph Lauren product lines, as described above, and the limited rights granted under Greif's new collective bargaining agreement to source products from GCO Apparel, the Company reassessed the valuation of the goodwill related to the LaMar acquisition by GCO Apparel. The Company concluded on the basis of estimated undiscounted future cash flows that the events in the fourth quarter resulted in a permanent impairment of the goodwill related to the LaMar acquisition and accordingly determined to write off the unamortized portion of the goodwill which amounted to $6.9 million.

During the fourth quarter of Fiscal 1994, the Company also reassessed the valuation of the goodwill related to the acquisition of the assets of Toddler U Inc. in light of a recognition during that quarter that there had been a material erosion of sales to the principal customer of Toddler U Inc. which the Company believed would not be replaced or recovered. In light of the material diminution of these sales, which accounted for 36% of the sales of Toddler U Inc. during the twelve months preceding the acquisition, the Company concluded on the basis of estimated undiscounted future cash flows that the events in the fourth quarter resulted in a permanent impairment of the goodwill related to the acquisition of Toddler U Inc. and accordingly determined to write off the unamortized portion of the goodwill which amounted to $800,000.

All remaining tangible assets and liabilities of GCO Apparel and University Brands are valued at the lower of their cost or market. Market value was determined using estimated undiscounted future cash flows. In developing estimates of future cash flows, the Company has utilized historical operating results adjusted for the implementation of a previously announced reduction in the manufacturing capacity of GCO Apparel.

The tangible asset write-downs include $2.2 million for inventory, to reflect discounts taken to facilitate the rapid liquidation of merchandise purchased for sale in stores which are being closed, and $5.9 million for fixed asset write-downs, of which $1.9 million relates to retail store closings and $4.0 million relates to plant closings.

During the fourth quarter of Fiscal 1994, the Company provided $2.1 million for severance costs not related to the restructuring, which amount is included in selling and administrative expenses.

The $29.4 million restructuring charge is comprised of an estimated $13.6 million of cash expenditures, of which $12 million is expected to be incurred in Fiscal 1995. Although the Company has made a provision to reduce its footwear manufacturing capacity by more than 10% and its tailored clothing manufacturing capacity by more than 50%, the Company may not have sufficient unit volume to fully absorb its fixed manufacturing costs and to thereby avoid negative manufacturing variances in its remaining factories based on current sales levels. However, the Company does expect substantial reductions in manufacturing costs as a result of the restructuring. The retail stores included in the restructuring had an operating loss of $3.4 million in Fiscal 1994. In addition, due to the corporate and operating division personnel reductions for which provision was made in the restructuring charge, the Company expects payroll costs included in selling (excluding selling expenses included in retail store results) and administrative expense to decrease by approximately $3.6 million in Fiscal 1995 as compared to Fiscal 1994.

International Trade Developments

Manufacturers in China have become major suppliers to Genesco and other footwear companies in the United States. In Fiscal 1995 the Company expects to import footwear products from China having a total cost in the range of $40 to $45 million. In June 1994 the President of the United States is expected to decide whether the Chinese government has made overall significant progress on certain human rights issues as a condition to continuing to grant China most favored nation's status for bilateral trade purposes. Failure of the United States government to continue to grant most favored nation's treatment to China would raise duties and significantly increase the cost of footwear and other products imported from China into the United States. It could also materially affect the Company's ability to source those products from other countries, because the Company would have to compete with other footwear companies, some of whom buy substantially greater quantities and have substantially greater resources, for productive capacity in other low-labor cost countries.

In December 1993, the Uruguay round of multilateral trade negotiations under the General Agreement on Tariffs and Trade ("GATT") were concluded. The new GATT agreements were signed and submitted to United States Congress for approval on April 15, 1994, with a tentative effective date of July 1, 1995. Trade in the textile and clothing sector has been governed by the Multifiber Arrangement under which the developed nations confer import quotas on textile products from the developing nations. The new GATT agreements, if approved, would integrate textile and apparel products back into the GATT scheme by phasing out these quotas and reducing oversea tariffs by approximately 12% over a 10-year transition period. The elimination of the Multifiber Arrangement would gradually remove quotas on piece goods imported from developing countries and would also phase out quota barriers for imported finished suits, sport coats and pants into the United States market from low-labor cost developing countries. Management does not believe that the new GATT agreements, if approved, will materially impact the Company's tailored clothing operations in the next two years. The reduction in trade barriers could adversely affect the realizable value of the Company's tailored clothing manufacturing facilities if the Company decides to divest those facilities.

RESULTS OF OPERATIONS - FISCAL 1994 COMPARED TO FISCAL 1993

The Company's net sales for the year ended January 31, 1994 increased 6.1% from the previous year. Total gross margin for the year decreased 6.3% and declined from 37.7% to 33.3% as a percentage of sales. Selling and administrative expenses increased 10.9% and increased as a percentage of sales from 33.8% to 35.3%. The pretax loss for Fiscal 1994 was $51.8 million, compared to pretax earnings of $13.7 million for Fiscal 1993. Included in Fiscal 1994 pretax earnings is the $29.4 million restructuring charge. See "Significant Developments in Fiscal 1994 - Restructuring Charge" above. The Company reported a net loss of $54.3 million ($2.26 per share) for Fiscal 1994, compared to net earnings of $9.1 million ($.38 per share) in Fiscal 1993. The net loss in Fiscal 1994 includes a $2.3 million ($.09 per share) loss from the cumulative effect of changes in the method of accounting for postretirement benefits due to the implementation of Statement of Financial Accounting Standards No. 106. See Note 15 to the Consolidated Financial Statements. In addition, Fiscal 1994's net loss includes an extraordinary loss of $240,000 ($.01 per share) from the early retirement of debt. See Note 10 to the Consolidated Financial Statements.

Footwear Retail

	Fiscal Year Ended January 31, 1994	1993	% Change
	(In Thousands)		
Sales	$231,456	$227,741	1.6%
Operating Income	$ (3,841)	$ 9,171	-
Operating Margin	(1.7%)	4.0%	

Net sales from footwear retail operations increased 1.6% in Fiscal 1994 as compared to the previous year despite operating an average of 5% fewer stores. The increase in net sales reflects an average price per unit increase of approximately 2%, partially offset by a unit sales decrease of approximately 1%. Comparable store sales increased approximately 4% from the same period in Fiscal 1993. Gross margin as a percentage of sales decreased from 50.2% to 49.3% due to increased markdowns. Inventory markdowns not included in the restructuring charge (see "Significant Developments in Fiscal 1994 - Restructuring Charge" above) resulted primarily from the purchase of fashion merchandise for adolescent consumers which did not sell well. Operating expenses increased 3.5% and increased as a percentage of sales from 46.1% to 47.0%. The increase in operating expenses is due primarily to increased advertising expense. The decline in operating income, excluding an $8.7 million restructuring charge, is attributable to the increased markdowns and to the expense increase.

Footwear Wholesale & Manufacturing

	Fiscal Year Ended January 31, 1994	1993	% Change
	(In Thousands)		
Sales	$236,435	$202,386	16.8%
Operating Income	$ 373	$ 18,244	(98.0%)
Operating Margin	.2%	9.0%	

Net sales from footwear wholesale and manufacturing operations were $34.0 million (16.8%) higher in Fiscal 1994 than in the previous year, reflecting a $25.0 million increase in sales from newly introduced products and those that were acquired in Fiscal 1993, as well as increases in sales of existing product lines, primarily tanned leather and soccer balls. Sales increased in all of the Company's wholesale footwear operations except for boots and children's court shoes.

Gross margin as a percentage of sales decreased from 30.7% to 26.0%, primarily due to manufacturing variances and price reductions to stimulate sales and, to a lesser extent, to a lower-margin product mix caused by increased tanned leather sales.

As a result of aggressive sales growth plans for Fiscal 1994 which were not met, several operating divisions entered the last half of Fiscal 1994 with excess inventory and reduced prices to liquidate excess inventory. Price reductions related to (i) boot products, (ii) a new line of casual men's shoes, which had to be repositioned at lower price points, and (iii) children's shoes.

The volume-related negative manufacturing variances occurred in the Company's boot plants as a result of a decision in the latter part of Fiscal 1994 to curtail the production of boots in response to lower boot sales.

Sales of western and western influenced fashion products historically have been cyclical in nature, and in Fiscal 1994 the Company experienced a decline in wholesale sales of western products compared to the previous year. In Fiscal 1993 the Company shifted a substantial portion of its manufacturing capacity formerly utilized in manufacturing products which are now purchased from foreign resources to the production of boots to meet the sharply rising demand for those products. As a result of the decline of boot sales in Fiscal 1994 and the expected further decline in Fiscal 1995, the Company made a decision to close a plant. See "Significant Developments in Fiscal 1994 - -Restructuring Charge" above.

Operating expenses increased 35.0% and increased as a percentage of sales from 21.1% to 24.4%, primarily because of increased divisional administrative and selling expenses and increased advertising expenses to support aggressive sales growth plans for Fiscal 1994.

The decline in operating income, excluding a $3.2 million restructuring charge, is due to the increased expenses and lower margins described above.

Tailored Clothing

	Fiscal Year Ended January 31, 1994	1993	% Change
	(In Thousands)		
Sales	$104,969	$109,740	(4.3%)
Operating Income	$(21,986)	$ 6,065	-
Operating Margin	(20.9%)	5.5%	

Net sales from tailored clothing operations decreased 4.3% in Fiscal 1994 as compared to the previous year. Net sales, excluding those of GCO Apparel which began operations in August 1993, declined by 13.6%. See "Significant Developments in Fiscal 1994 - Tailored Clothing Segment" above.

Gross margin decreased 43% and declined as a percentage of sales from 24.7% to 14.6%. This decline was the result of industry-wide conditions and the Company's response in Fiscal 1993 and Fiscal 1994 to those conditions as described below.

The United States market for tailored clothing has been shrinking, reflecting a long-term shift in consumer preferences toward more casual apparel, and the market share of low-cost foreign and domestic, non-union manufacturers has been increasing at the expense of traditional domestic manufacturers like Greif. In addition, changes have occurred in the traditional channels of distribution for tailored clothing as a result of the consolidation (frequently in leveraged buyouts) of department stores, the declining number of independent men's specialty stores and the growth of off-price clothing merchants. All of these factors have led to increased demands by retailers for lower-priced clothing and promotional pricing.

In Fiscal 1993 and Fiscal 1994, Greif implemented a plan to reduce its manufacturing costs in order to become more competitive. Greif reduced its manufacturing capacity through a reduction in employment and made changes in product specifications to lower labor and material costs. The products manufactured to the new specifications, which were shipped for the spring 1993 season, were not well-received by Greif's customers and led to higher than normal returns, allowances and discounts. Greif has made improvements in the quality of its products for spring 1994 despite having accepted orders based on lower-cost product specifications.

In addition to the factors described above, tailored clothing gross margin was adversely affected by disruptions in Greif's manufacturing operations related to labor difficulties in the third quarter of Fiscal 1994 and the shift during that quarter to production of lower-margin products in anticipation of a work stoppage and by the inclusion of GCO Apparel's low margin cut, make and trim operations in August 1993.

Operating expenses decreased 4% because of lower advertising and selling expenses but increased as a percentage of sales from 19.2% to 19.3%. As a result of a decline in orders for tailored clothing products stemming from the problems discussed above and the loss of the Ralph Lauren licenses, the Company decided to reduce manufacturing capacity in Fiscal 1995 by closing plants and recorded a restructuring charge of $17.1 million. This charge is included in tailored clothing operating loss for Fiscal 1994. The $11.4 million reduction in operating income from Fiscal 1993 to Fiscal 1994 (excluding a $400,000 employee reduction charge in Fiscal 1993 and the $17.1 million restructuring charge in Fiscal 1994) is attributable to lower sales and gross margins and approximately $1.1 million of costs related to labor difficulties. Total costs (including legal and security expenses) for Fiscal 1994 arising out of Greif's labor problems were approximately $2.0 million.

As a result of continuing price pressures, the loss after the fall 1994 season of the Ralph Lauren licenses and a decline in orders for the spring and fall 1994 seasons for Greif's other branded tailored clothing products, Greif does not expect to be profitable in Fiscal 1995. Management expects that further substantial reductions in administrative and selling expenses and in manufacturing overhead expense may be required. While Greif is not presently considering a reduction in employment of persons covered by collective bargaining agreements beyond that provided for in the restructuring charge, a further reduction in employment of management and other employees not covered by collective bargaining agreements is possible.

Any reduction in employment of employees covered by collective bargaining agreements beyond that anticipated in the restructuring plan provided for in Fiscal 1994 could result in the incurrence of withdrawal liability for Greif's portion of accumulated benefits in excess of the assets of the multiemployer pension plan applicable to Greif's covered employees. The maximum liability, and the corresponding maximum charge to earnings, that would result from a permanent cessation of Greif's obligation to contribute to the multiemployer plan or a cessation of all operations covered by collective bargaining agreements would have been approximately $15.7 million in Fiscal 1994. A 70% decline in Greif's contributions to the multiemployer plan or the permanent cessation of the obligation to contribute to the plan with respect to a facility could constitute a "partial withdrawal" and result in recognition of a portion of the withdrawal liability calculated on the basis of the decline in hours worked. The period over which any such withdrawal liability would have to be paid is based on the average number of historical hours worked and the contribution rate per hour but cannot exceed 20 years. The employment of fewer covered employees in connection with a further reduction in the scope of Greif's operations or the sale of all or a substantial portion of its business and assets could result in the recognition of withdrawal liability. Any such sale could also result in a failure to realize the full value of assets employed in Greif's business and the recognition of certain lesser liabilities not included in the restructuring provision. See Note 19 to the Consolidated Financial Statements for information regarding assets employed in the tailored clothing segment, most of which are assets of Greif.

Corporate and Interest Expenses

Corporate and other expenses were $15.3 million in Fiscal 1994, compared to $14.1 million for the previous year, an increase of 8%. Fiscal 1994 expenses included a net expense in the amount of $1,755,000, comprised of $2,138,000 for corporate staff severance payments, a provision of $448,000 for an adverse decision in a lawsuit, $404,000 for corporate restructuring, partially offset by a $677,000 favorable adjustment to accrued liabilities relating to previously divested operations and $558,000 gain from the sale of excess real estate. Fiscal 1993 expenses included a net expense in the amount of $717,000, comprised of a $350,000 provision for an adverse decision in a lawsuit and a $367,000 provision from the closing of a printing service department. Excluding these adjustments, corporate and other expenses increased $119,000 in Fiscal 1994 as compared to Fiscal 1993, primarily due to higher legal fees.

Interest expense increased $5.4 million, or 95%, in Fiscal 1994 as compared to Fiscal 1993 because of an increase in the average outstanding indebtedness and the higher average interest rates as a result of the issuance of the 10 3/8% Notes. The proceeds of the offering of the 10 3/8% Notes replaced bank borrowings under the Company's revolving credit agreement and a $20,000,000 term loan, both of which were at lower interest rates. See "Liquidity and Capital Resources."

RESULTS OF OPERATIONS - FISCAL 1993 COMPARED TO FISCAL 1992

The Company's net sales for the year ended January 31, 1993 increased 14.4% from Fiscal 1992. Total gross margin for the year increased 19.3% and as a percentage of sales increased from 36.2% to 37.7%. Selling and administrative expenses increased 10.0% but decreased as a percentage of sales from 35.1% to 33.8%. Pretax earnings were $13.7 million in Fiscal 1993, compared to $570,000 in Fiscal 1992. Net earnings were $9.1 million ($.38 per share) for Fiscal 1993, compared to $461,000 ($.01 per share) for Fiscal 1992. Net earnings were reduced in Fiscal 1993 by an extraordinary loss of $583,000 ($.02 per share) from early retirement of debt.

Footwear Retail

	Fiscal Year Ended January 31, 1993	1992	% Change
	(In Thousands)		
Sales	$227,741	$212,942	6.9%
Operating Income	$ 9,171	$ (47)	-
Operating Margin	4.0%	0.0%	

Net sales from footwear retail operations increased 6.9% from Fiscal 1992 reflecting an average price per unit increase of approximately 8%, offset by a unit sales decrease of approximately 2%. Management believes that the increase in average price per unit was caused by lower markdowns and shifts in product mix to higher-priced, branded merchandise and that the decrease in units sold was primarily attributable to the Company's operation of approximately 7% fewer stores than in the previous year. Comparable store sales increased approximately 8% from the same period in Fiscal 1992. Gross margin as a percentage of sales increased from 49.3% to 50.2% due to lower markdowns as a percent of sales. Markdowns were higher in Fiscal 1992 due to efforts to stimulate sales during the economic downturn. Operating expenses remained relatively unchanged from the prior period, but declined as a percentage of sales from 49.0% to 46.1%. The improvement in operating income was attributable to increased sales.

Footwear Wholesale and Manufacturing

	Fiscal Year Ended January 31, 1993	1992	% Change
	(In Thousands)		
Sales	$202,386	$139,533	45.0%
Operating Income	$ 18,244	$ 13,094	39.3%
Operating Margin	9.0%	9.4%	

Net sales from footwear wholesale and manufacturing operations were $62.9 million (45.0%) higher than Fiscal 1992, reflecting a 17% increase in unit sales from the Company's existing operations, primarily boots, and $31.6 million in new product sales. The unit sales increase included a sharp increase in unit sales of boots to existing customers as well as broader distribution to new customers. Sales increased in most of the Company's wholesale footwear operations. The $31.6 million of new product sales related to the Company's Mitre U.K. subsidiary which was acquired in May 1992 and to its Dockers and Nautica lines of footwear which were new in Fiscal 1993. Included in the results for Fiscal 1992 were losses of $2.1 million related to start-up costs of the Dockers and Nautica lines. Gross margin as a percentage of sales increased from 29.5% in Fiscal 1992 to 30.7% in Fiscal 1993, primarily due to a higher margin product mix, including Dockers and Nautica footwear. Operating expenses increased 47.6%, primarily from increased volume related expenses, and increased as a percentage of sales from 20.7% to 21.1%, primarily because of bonus accruals based on increased profitability and expenses relating to the Company's University Brands division acquired on

December 29, 1992. Most of the operating income improvement was attributable to the Company's boot business. Operating income for Fiscal 1993 was reduced by expenses of $981,000 related to environmental matters, primarily litigation settlements.

Tailored Clothing

	Fiscal Year Ended January 31, 1993	1992	% Change
	(In Thousands)		
Sales	$109,740	$119,291	(8.0%)
Operating Income	$ 6,065	$ 3,724	62.9%
Operating Margin	5.5%	3.1%	

Net sales from tailored clothing operations decreased 8.0% in Fiscal 1993, reflecting an approximate 11% decrease in unit sales, primarily due to the Company's decision to reduce the number of suits sold at discount prices. In an effort to reduce costs and expenses of the tailored clothing operation and thus reduce the need to absorb overhead by selling suits at discount prices, the Company reduced employment during Fiscal 1993 by approximately 300 employees, mostly through attrition. As a result of these actions, gross margin increased 10% and as a percentage of sales improved from 20.6% in Fiscal 1992 to 24.7% in Fiscal 1993. Operating expenses increased 1%, and increased from 17.4% to 19.2% as a percentage of sales, primarily from increased advertising and insurance expenses. Fiscal 1993 operating income also included a $400,000 charge to income in the first quarter in connection with the employee reduction. The improvement in operating income was due to the margin improvement.

Corporate and Interest Expenses

Corporate and other expenses were $14.1 million in Fiscal 1993 compared to $11.6 million for Fiscal 1992, an increase of 22.3%. The increase was primarily due to a $350,000 provision for an adverse decision in a lawsuit and $1.4 million of higher bonus accruals.

Interest expense in Fiscal 1993 increased $1.0 million, or 21.5%, from Fiscal 1992 because of an increase in the average outstanding indebtedness. Approximately $1.1 million of interest expense was attributable to borrowings related to the Mitre U.K. acquisition, and the remaining interest expense was attributable to borrowings in response to increased working capital needs related to the growth of the Company's wholesale business and to its new wholesale lines. Increased borrowings were offset to some extent by lower interest rates.

LIQUIDITY AND CAPITAL RESOURCES

The following table sets forth certain financial data at the dates indicated. All dollar amounts are in millions.

	January 31		
	1994	1993	1992
Cash and short-term investments	$ 3.6	$ 4.8	$ 7.2
Working capital	$160.1	$168.9	$132.9
Long-term debt (includes current maturities)			
10 3/8% senior notes	$ 75.0	-	-
Refinanced long-term debt*	-	$ 32.0	$ 14.9
Revolving credit debt	$ 15.0	$ 22.0	-
Current ratio	3.3x	3.5x	3.8x

- ---------------

* The refinanced long-term debt includes $12 million of 9.75% debt and the indebtedness incurred to finance the Mitre U.K. acquisition. See Note 3 to the Consolidated Financial Statements.

Working Capital

The Company's business is somewhat seasonal, with the Company's investment in inventory and accounts receivable reaching peaks in the spring and fall of each year. Cash flow from operations is generated principally in the fourth quarter of each fiscal year.

Cash used by operating activities was $17.4 million in Fiscal 1994 and $5.0 million in Fiscal 1993, and $26.8 million of cash was provided by operating activities in Fiscal 1992. An additional $12.4 million of cash was used by operating activities in Fiscal 1994 as compared to the previous year primarily due to the Company's net loss from operations for the year. The $31.8 million decrease in cash flow from operating activities from Fiscal 1992 to Fiscal 1993 reflects the additional working capital requirements to support the growth in the Company's existing businesses and additional working capital investments in newly acquired or introduced businesses. Most of the cash provided by operations in Fiscal 1992 was used to reduce long-term debt by $14.6 million and for capital expenditures of $7.0 million.

A $3.6 million increase in inventories at January 31, 1994 as compared to January 31, 1993 is from the LaMar acquisition. See Note 3 to the Consolidated Financial Statements. In the Company's remaining businesses a buildup of inventory in certain of the Company's wholesale lines resulting from a downturn in sales was offset by a reduction in retail inventory either by markdowns or sales. The $40.1 million increase in inventories from January 31, 1992 to January 31, 1993 was comprised of more units of certain existing lines of footwear in anticipation of higher sales and $16.0 million of new lines introduced or acquired in Fiscal 1993. The inventory increase also reflects a higher-priced inventory mix of branded merchandise in some of the Company's retail divisions. Inventories at January 31, 1992 reflected an $11.2 million decrease from January 31, 1991 levels, resulting from tighter inventory controls in anticipation of lower sales in the economic environment which existed in Fiscal 1992 and a decline in retail inventory from a net reduction of 38 retail outlets.

Accounts receivable at January 31, 1994 decreased $5.7 million compared to January 31, 1993, primarily from decreased boot and tailored clothing sales in the fourth quarter of Fiscal 1994. Accounts receivable at January 31, 1993 increased $17.4 million compared with January 31, 1992, primarily from increased footwear wholesale sales (including $7.3 million attributable to the new wholesale footwear lines that were introduced or acquired in Fiscal 1993) and increased fourth quarter tailored clothing sales. Accounts receivable at January 31, 1992 were down $8.8 million from January 31, 1991 levels, reflecting improved collections and lower sales at the end of the year, primarily tailored clothing. Also included in Fiscal 1991's accounts receivable were $3 million of accounts receivable arising out of the Company's women's branded business divested in February 1991.

Included in the accounts payable and accrued liabilities line in the Consolidated Statement of Cash Flows are the following increases (decreases):

	Years Ended January 31,		
(In Thousands)	1994	1993	1992
Accounts payable	$ (9,907)	$10,128	$(3,763)
Accrued liabilities	(787)	3,061	1,005
	$(10,694)	$13,189	$(2,758)

The fluctuations in accounts payable were due to changes in buying patterns, payment terms negotiated with individual vendors and changes in inventory levels.

The change in accrued liabilities in Fiscal 1994 was due primarily to decreased bonus and tax accruals relating to the loss in Fiscal 1994. The change in accrued liabilities in Fiscal 1993 was due primarily to increased bonus and tax accruals relating to increased profitability in Fiscal 1993. The increase in accrued liabilities in Fiscal 1992 primarily reflected higher accruals for insurance.

The $36.0 million increase in long-term debt at January 31, 1994 as compared to January 31, 1993 reflects $11.4 million of borrowings to fund acquisitions, $7.9 million of borrowings to fund capital expenditures, $5.0 million of borrowings to redeem a minority interest in Mitre U.K. and borrowings to finance operations.

Revolving credit agreement borrowings increased by $22 million during Fiscal 1993 to finance $11.0 million of Fiscal 1993 acquisition costs and increased working capital requirements. The borrowings under the Company's revolving credit agreement decreased in Fiscal 1992 by $8 million as the Company managed down its working capital requirements during the economic downturn.

Capital Expenditures and Acquisitions

Capital expenditures were $7.9 million in Fiscal 1994, $9.2 million in Fiscal 1993 and $7.0 million in Fiscal 1992. The $1.3 million decrease in Fiscal 1994 capital expenditures as compared to Fiscal 1993 resulted from a decrease in retail store expenditures. The $2.2 million increase in Fiscal 1993 capital expenditures as compared to Fiscal 1992 resulted from a $1.4 million decline in the acquisition of fixed assets through capitalized leases and increased footwear manufacturing machinery purchases related to increased boot production. The $4.5 million decrease in Fiscal 1992 capital expenditures as compared to Fiscal 1991 resulted primarily from a $2.0 million increase in the acquisition of fixed assets under capitalized leases and the opening of fewer retail stores.

Total capital expenditures in Fiscal 1995 are expected to be approximately $10.6 million. These include expected retail expenditures of $5.0 million to open approximately 24 new retail stores and to complete 37 major store renovations. Capital expenditures for wholesale and manufacturing operations and other operations are expected to be approximately $5.6 million.

On May 6, 1992, the Company completed the acquisition of Mitre U.K. See Note 3 to the Consolidated Financial Statements. The cash portion of the purchase price and related acquisition costs were partially financed through a $20 million term loan and borrowings under the Company's revolving credit agreement of approximately $5 million. The term loan was prepaid on February 1, 1993 with a portion of the net proceeds from the issuance of the 10 3/8% Notes. Part of the purchase price was paid through the issuance by Mitre U.K. of Class B ordinary shares (the "B Shares"). On May 18, 1993, the Company purchased the B Shares at a price equal to $5,000,000 plus interest.

On August 12, 1993, GCO Apparel acquired all of the men's clothing manufacturing assets and assumed certain liabilities of LaMar. See Note 3 to the Consolidated Financial Statements. The purchase price was approximately $11.8 million, including $10.9 million of cash and $900,000 of deferred payments to be completed by August 1995. The acquisition was financed through revolving credit borrowings.

Future Capital Needs

The Company expects that its cash provided by operations will be sufficient to fund all of its capital expenditures during Fiscal 1995 and to temporarily pay down all of its revolving credit indebtedness at January 31, 1995. See Note 10 to the Consolidated Financial Statements for information regarding the requirement that the Company either maintain a Consolidated Fixed Charge Coverage Ratio of not less than 1.0 for Fiscal 1995 or reduce loans outstanding under the Revolving Credit Agreement to no more than $10 million for at least 30 consecutive days. The substantial improvement in cash flow planned for Fiscal 1995 is based upon expected improved operating results and lower working capital needs resulting from better footwear inventory management and substantial liquidation of working capital invested in the Ralph Lauren tailored clothing business. Approximately $12 million of consolidation costs that are expected to be incurred in Fiscal 1995 will be offset by cash inflows from lower asset levels in restructured operations.

The Company believes it will be able to comply with the financial covenants contained in its revolving credit agreement, as amended on January 31, 1994, and that the commitments under that agreement will be adequate to meet the Company's credit needs for Fiscal 1995. See Note 10 to the Consolidated Financial Statements.

As a result of the Company's consolidated net loss for the 6-month period ended January 31, 1994, the restricted payment provision in the Company's revolving credit agreement prohibits the Company from declaring dividends on the Company's capital stock. See Note 12 to the Consolidated Financial Statements. The aggregate annual dividend requirement on the Company's Subordinated Serial Preferred Stock, $2.30 Series 1, $4.75 Series 3 and $4.75 Series 4, and on its $1.50 Subordinated Cumulative Preferred Stock, is $302,000. The Company is unable to predict when dividends may be reinstated.

On April 8, 1993 the Company entered into a letter of credit agreement, which was amended on January 31, 1994 and April 5, 1994, with a foreign bank, under which up to $10,000,000 in letters of credit are available for issuance to the Company's suppliers in connection with the importation of foreign goods. The Agreement provides for the issuance through October 6, 1994 of letters of credit payable for periods not exceeding 180 days. At January 31, 1994, there was $8.4 million of credit available under this letter of credit agreement.

The Company's English subsidiary, Mitre U.K., has a credit facility with a credit limit equal to the lesser of (i) 5.0 million pounds sterling (approximately U.S. $7.5 million at January 31, 1994) or (ii) the aggregate of 75 percent of the value of current receivables and 50 percent of the value of inventory of Mitre U.K. The facility, which is guaranteed up to 4.3 million pounds sterling by the Company, permits borrowings for working capital of up to 2.0 million pounds sterling, the issuance of letters of credit of up to 3.5 million pounds sterling and the issuance of guarantee bonds and indemnities of up to 500,000 pounds sterling. This credit facility expires on September 14, 1994.

On August 2, 1993 the Company entered into a credit facility with a United States bank under which it may borrow up to $2,000,000. This facility expires on June 30, 1994.

On September 29, 1993 the Company entered into a credit facility with a foreign bank under which it may borrow up to $15,000,000 at the bank's discretion. This facility, which is payable on demand, expires on August 31, 1994.

On April 27, 1994, Standard & Poor's announced that it had lowered the rating of the 10 3/8% Notes to B+ from BB- and that, until the Company can demonstrate improved performance on a consistent basis, the rating will be subject to further downgrade. Moody's, which presently assigns the 10 3/8% Notes a rating of Ba3, is considering a downgrade. According to Standard & Poor's, a debt instrument rated B has a greater vulnerability to default than debt rated BB, but currently has the capacity to meet interest and principal payments. The modifier + indicates that the 10 3/8% Notes are at the upper end of the broad ratings category. Ratings are not a recommendation to purchase, hold or sell long-term debt of the Company, inasmuch as ratings do not comment as to market price or suitability for particular investors and may be subject to revision or withdrawal at any time by the assigning rating agency.

BACKLOG

On January 31, 1994 the Company's wholesale operations (which accounted for 60% of sales in Fiscal 1994) had a backlog of orders, including unconfirmed customer purchase orders, amounting to approximately $88.4 million, compared to approximately $99.9 million on January 31, 1993. Of these amounts, approximately $37.8 million and $43.7 million, respectively, were for footwear and approximately $50.6 million and $56.2 million, respectively, were for men's apparel. The backlog of orders is somewhat seasonal, reaching a peak for footwear in the spring and for tailored clothing in the summer. Tailored clothing and footwear operations maintain in-stock programs for selected anticipated high volume styles, but customer orders for tailored clothing are generally received several months in advance of shipping dates.

The order backlog in dollars on January 31, 1994 for footwear wholesale products, which includes tanned leather, was 14% lower than on January 31, 1993. This decrease is attributable to decreases in the order backlog for the Company's boot and athletic products. The majority of orders for footwear and tanned leather is for delivery within 90 days. Therefore, the footwear wholesale products backlog at any one time is not necessarily indicative of a corresponding change in future sales for an extended period of time.

Tailored clothing backlog in dollars on January 31, 1994, consisting primarily of spring 1994 and fall 1994 orders, was 10% lower than on January 31, 1993. Tailored clothing backlog does not include sales anticipated under the cut, make and trim agreement between GCO Apparel and LaMar. See "Results of Operations - Fiscal 1994 Compared to Fiscal 1993 - Tailored Clothing" above. The Company believes that the decrease in tailored clothing backlog is attributable to (i) general market conditions throughout the tailored clothing industry, (ii) product quality problems in Fiscal 1994 arising out of the Company's efforts to redesign and manufacture certain products to meet retailer demands for lower-cost, branded products, (iii) the Company's decision to reduce sales to off-price retailers and (iv) retailer concerns regarding the pricing of the Chaps by Ralph Lauren line by the new licensee. The Company expects the lower level of demand for its tailored clothing products to continue through Fiscal 1995.

FOREIGN CURRENCY

The Company does not believe that its foreign currency risk is material to its operations. Mitre U.K. is the Company's only material foreign subsidiary. Its assets and liabilities are translated at the exchange rate on the balance sheet date. Income and expense accounts are translated at the average exchange rates prevailing during the period. Unrealized translation adjustments are reported as a separate component of shareholders' equity. Most purchases by the Company from foreign sources are denominated in U.S. dollars. To the extent that import transactions are denominated in other currencies, it is the Company's practice to hedge its risks through the purchase of forward foreign exchange contracts. Any gains or losses from such transactions offset gains and losses from the underlying hedged transactions.

CHANGES IN ACCOUNTING PRINCIPLES

Statement of Financial Accounting Standards 106, "Employers' Accounting for Postretirement Benefits Other than Pensions" was implemented by the Company in the first quarter of Fiscal 1994. At January 31, 1993, the actuarial present value of the accumulated benefit obligation was approximately $2,273,000. The amount of such obligation at the date of implementation could have been recorded as a loss at the time of adoption of SFAS 106 or charged to earnings ratably over a period of not more than 20 years. The Company elected to charge the entire $2,273,000 at the time of adoption and the loss is reflected on the income statement as a change in accounting principle.

Statement of Financial Accounting Standards 109, "Accounting for Income Taxes" was also implemented in the first quarter by the Company. Implementation of SFAS 109 did not affect the Company's results of operations but resulted in reclassifications in the balance sheet. Because changes in the economic environment have historically affected the Company's results of operations, the Company is limiting the amount of deferred tax assets it recognizes to an amount no greater than the amount of refunds the Company could claim as loss carrybacks. For additional information, see Note 13 to the Consolidated Financial Statements.

INFLATION

The Company does not believe inflation during periods covered in this discussion has had a material impact on sales or operating results.

INDEX TO FINANCIAL STATEMENTS

February 22, 1994

To the Board of Directors and
Shareholders of Genesco Inc.

Report of Independent Accountants

In our opinion, the accompanying consolidated financial statements listed in the index appearing under Item 14 as financial statements and financial statement schedules on page 72 present fairly, in all material respects, the financial position of Genesco Inc. and its subsidiaries at January 31, 1994 and 1993, and the results of their operations and their cash flows for each of the three years in the period ended January 31, 1994, in conformity with generally accepted accounting principles. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with generally accepted auditing standards which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

As discussed in Note 15 to the accompanying financial statements, the Company changed its method of accounting for postretirement benefits other than pensions during the year ended January 31, 1994.

/s/ Price Waterhouse
- --------------------

Price Waterhouse
Nashville, Tennessee

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Consolidated Balance Sheet
January 31
In Thousands

	1994	1993
ASSETS		
CURRENT ASSETS		
Cash and short-term investments	$ 3,625	$ 4,817
Accounts receivable	66,006	71,743
Inventories	155,120	151,541
Other current assets	5,839	8,384
Total current assets	230,590	236,485
Plant, equipment and capital leases, net	42,909	47,154
Goodwill and other intangibles	18,590	19,156
Other non-current assets	17,297	15,073
TOTAL ASSETS	$309,386	$317,868

	1994	1993
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Current payments on capital leases	$ 2,365	$ 1,821
Accounts payable and accrued liabilities	68,131	65,789
Total current liabilities	70,496	67,610
Long-term debt	90,000	54,000
Capital leases	12,888	13,080
Other long-term liabilities	37,279	28,127
Contingent liabilities	-	-
SHAREHOLDERS' EQUITY		
Non-redeemable preferred stock	8,064	8,305
Common shareholders' equity:		
Par value of issued shares	24,793	23,658
Additional paid-in capital	121,634	114,706
Retained earnings (deficit)	(23,241)	31,283
Treasury shares, at cost	(17,857)	(17,857)
Foreign currency translation adjustments	(4,706)	(5,044)
Minimum pension liability adjustment	(9,964)	-0-
Total shareholders' equity	98,723	155,051
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$309,386	$317,868

The accompanying Notes are an integral part of these Financial Statements.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Consolidated Earnings
Years Ended January 31
In Thousands

	1994	1993	1992
Net sales	$572,860	$539,867	$471,766
Cost of sales	382,068	336,323	301,125
Selling and administrative expenses	202,326	182,384	165,756
Restructuring charge	29,379	-0-	-0-
Earnings (loss) from operations before other income and expenses	(40,913)	21,160	4,885
Other expenses (income):			
Interest expense	11,030	5,644	4,647
Other expenses (income), net	(169)	1,813	(332)
Total other expenses, net	10,861	7,457	4,315
Earnings (loss) before income taxes, extraordinary loss and cumulative effect of change in accounting principle	(51,774)	13,703	570
Income taxes	5	4,010	109
Earnings (loss) before extraordinary loss and cumulative effect of change in accounting principle	(51,779)	9,693	461
Extraordinary loss from early retirement of debt	(240)	(583)	-0-
Cumulative effect of change in accounting for postretirement benefits	(2,273)	-0-	-0-
NET EARNINGS (LOSS)	$(54,292)	$ 9,110	$ 461
Earnings (loss) per common share:			
Before extraordinary loss and cumulative effect of change in accounting principle	$ (2.16)	$ .40	$ .01
Extraordinary loss	$ (.01)	$ (.02)	$ .00
Postretirement benefits	$ (.09)	$ .00	$ .00
Net earnings (loss)	$ (2.26)	$ .38	$ .01

The accompanying Notes are an integral part of these Financial Statements.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Consolidated Cash Flows
Years Ended January 31
In Thousands

	1994	1993	1992
OPERATIONS:			
Net earnings (loss)	$(54,292)	$ 9,110	$ 461
Noncash charges (credits) to earnings:			
Depreciation and amortization	10,723	9,719	9,109
Deferred income tax provision	2,308	(771)	(227)
Restructuring charge	29,379	-0-	-0-
Postretirement benefits	2,273	-0-	-0-
Loss on retirement of debt	240	546	-0-
Provision for losses on accounts receivable	1,595	1,777	1,368
Other	1,608	1,536	1,136
Net cash provided by (used in) operations before working capital and other changes	(6,166)	21,917	11,847
Effect on cash of changes in working capital and other assets and liabilities net of effect of business acquisitions:			
Accounts receivable	4,142	(12,236)	7,410
Inventories	(3,955)	(27,166)	11,207
Other current assets	(168)	(198)	(129)
Accounts payable and accrued liabilities	(10,694)	13,189	(2,758)
Other assets and liabilities	(565)	(520)	(754)
Net cash (used in) provided by operations	(17,406)	(5,014)	26,823
INVESTING ACTIVITIES:			
Capital expenditures	(7,929)	(9,162)	(6,984)
Proceeds from disposal of plant and equipment	189	175	197
Business acquisitions	(11,376)	(25,433)	-0-
Net cash used in investing activities	(19,116)	(34,420)	(6,787)
FINANCING ACTIVITIES:			
Long-term borrowings	77,016	23,275	-0-
Net borrowings (repayments) under revolving credit agreement	(7,000)	22,000	(8,000)
Net change in short-term borrowings	69	(4,240)	-0-
Payments of long-term debt	(32,000)	(3,600)	(6,581)
Payments on capital leases	(2,090)	(1,539)	(864)
Dividends paid	(232)	(312)	(296)
Exercise of options and warrants	7,875	2,134	125
Redemption of Mitre U.K. B shares	(5,000)	-0-	-0-
Deferred note expense	(3,109)	(800)	-0-
Other	(199)	91	(557)
Net cash provided by (used in) financing activities	35,330	37,009	(16,173)
NET CASH	(1,192)	(2,425)	3,863
Cash and short-term investments at beginning of year	4,817	7,242	3,379
CASH AND SHORT-TERM INVESTMENTS AT END OF YEAR	$ 3,625	$ 4,817	$ 7,242

The accompanying Notes are an integral part of these Financial Statements.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Consolidated Shareholders' Equity
In Thousands

	TOTAL PREFERRED STOCK	COMMON STOCK	PAID-IN CAPITAL	RETAINED EARNINGS (DEFICIT)	TREASURY STOCK	FOREIGN CURRENCY TRANSLATION ADJUSTMENTS	MINIMUM PENSION LIABILITY ADJUSTMENT	TOTAL SHARE-HOLDERS' EQUITY
Balance January 31, 1991	$ 14,272	$ 23,163	$107,261	$ 22,320	$(17,857)	$ -0-	$ -0-	$149,159
Exchange and adjustment offers	(5,747)	106	5,641	-0-	-0-	-0-	-0-	-0-
Net earnings	-0-	-0-	-0-	461	-0-	-0-	-0-	461
Preferred dividends	-0-	-0-	-0-	(296)	-0-	-0-	-0-	(296)
Other	(195)	64	(29)	-0-	-0-	-0-	-0-	(160)
Balance January 31, 1992	$ 8,330	$ 23,333	$112,873	$ 22,485	$(17,857)	$ -0-	$ -0-	$149,164
Exercise of options and warrants	-0-	323	1,811	-0-	-0-	-0-	-0-	2,134
Translation adjustment	-0-	-0-	-0-	-0-	-0-	(5,044)	-0-	(5,044)
Net earnings	-0-	-0-	-0-	9,110	-0-	-0-	-0-	9,110
Preferred dividends	-0-	-0-	-0-	(312)	-0-	-0-	-0-	(312)
Other	(25)	2	22	-0-	-0-	-0-	-0-	(1)
Balance January 31, 1993	$ 8,305	$ 23,658	$114,706	$ 31,283	$(17,857)	$ (5,044)	$ -0-	$155,051
Exercise of options and warrants	-0-	1,132	6,743	-0-	-0-	-0-	-0-	7,875
Translation adjustment	-0-	-0-	-0-	-0-	-0-	338	-0-	338
Net loss	-0-	-0-	-0-	(54,292)	-0-	-0-	-0-	(54,292)
Preferred dividends	-0-	-0-	-0-	(232)	-0-	-0-	-0-	(232)
Minimum pension liability adjustment	-0-	-0-	-0-	-0-	-0-	-0-	(9,964)	(9,964)
Other	(241)	3	185	-0-	-0-	-0-	-0-	(53)
BALANCE JANUARY 31, 1994	$ 8,064	$ 24,793	$121,634	$(23,241)	$(17,857)	$ (4,706)	$ (9,964)	$ 98,723

* See Note 12 to the Consolidated Financial Statements for additional information regarding each series of preferred stock.

The accompanying Notes are an integral part of these Financial Statements.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 1
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF CONSOLIDATION
All subsidiaries are included in the consolidated financial statements. All significant intercompany transactions and accounts have been eliminated.

FISCAL YEAR
The Company's fiscal year ends January 31. For purposes of these financial statements, the fiscal year ended January 31, 1994 is referred to as "Fiscal 1994" or "1994". Prior fiscal years are referred to in the same manner.

CASH AND SHORT-TERM INVESTMENTS
There were no short-term investments at January 31, 1994 or January 31, 1993. Short-term investments are highly-liquid debt instruments having an original maturity of three months or less.

INVENTORIES
Inventories of wholesaling and manufacturing companies are stated at the lower of cost or market, determined principally by the first-in, first-out method. Retail inventories are determined by the retail method.

PLANT, EQUIPMENT AND CAPITAL LEASES
Plant, equipment and capital leases are recorded at cost and depreciated or amortized over the estimated useful life of related assets. Depreciation and amortization expense is computed principally by the straight-line method.

GOODWILL AND OTHER INTANGIBLES
Goodwill and other intangibles consist primarily of the excess of purchase price over fair value of net assets acquired in acquisitions (see Note 3). Goodwill is being amortized on a straight-line basis over 40 years. The Company periodically assesses the realizability of intangible assets taking into consideration expected undiscounted cash flows and operating strategies.

FOREIGN CURRENCY TRANSLATION
Assets and liabilities of foreign operations are translated at the exchange rate on the balance sheet date. Income and expenses are translated at the average exchange rates prevailing during the period. Unrealized translation adjustments are reported as a separate component of shareholders' equity.

HEDGING CONTRACTS
In order to reduce exposure to foreign currency exchange rate fluctuations in connection with inventory purchase commitments, the Company enters into foreign currency forward exchange contracts. At January 31, 1994 and 1993, the Company had approximately $7.1 million and $7.6 million, respectively, of such contracts outstanding. Gains and losses arising from these contracts offset gains and losses from the underlying hedged transactions. The Company continually monitors the credit quality of the major national and regional financial institutions with whom it enters into such contracts.

NOTE 1
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

POSTRETIREMENT BENEFITS
Substantially all full-time employees are covered by pension plans. For its defined benefit plan, the Company funds at least the minimum amount required by the Employee Retirement Income Security Act. The Company expenses the multiemployer plan contributions required to be funded under collective bargaining agreements.

The Company implemented Statement of Financial Accounting Standards (SFAS) 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions" in the first quarter of Fiscal 1994. This statement requires accrual of postretirement benefits such as life insurance and health care over the period the employee provides services to the Company. See Note 15 for additional information.

ENVIRONMENTAL COSTS
Environmental expenditures relating to current operations are expensed or capitalized as appropriate. Expenditures relating to an existing condition caused by past operations, and which do not contribute to current or future revenue generation, are expensed. Liabilities are recorded when environmental assessments and/or remedial efforts are probable and the costs can be reasonably estimated and are evaluated independently of any future claims for recovery. Generally, the timing of these accruals coincides with completion of a feasibility study or the Company's commitment to a formal plan of action.

INCOME TAXES
Income taxes are accounted for in accordance with SFAS 109, "Accounting for Income Taxes". SFAS 109, which superseded SFAS 96, was adopted in the first quarter of Fiscal 1994. SFAS 109 adoption had no effect on earnings and only resulted in reclassifications of the deferred tax assets in the balance sheet. Deferred income taxes are provided for the timing differences between reported earnings and taxable income. See Note 13 for additional information.

EARNINGS PER COMMON SHARE
Earnings per common share are computed by dividing earnings, adjusted for preferred dividend requirements (1994--$307,000; 1993--$312,000; 1992--296,000), by average common and common equivalent shares outstanding during the period.

NOTE 2
RESTRUCTURING CHARGE

Because of developments in the fourth quarter of Fiscal 1994, the Company changed operating strategies and made a decision to restructure certain of its operations and reassessed the recoverability of certain assets. As a result, the Company recorded a charge of $29.4 million, for which no tax benefit is currently available. This charge reflects estimated costs of closing certain manufacturing facilities, effecting permanent work force reductions and closing 58 retail stores. The provision includes $15.8 million in asset write-downs and $13.6 million of future consolidation costs, of which approximately $12 million is expected to be incurred in Fiscal 1995. The restructuring involves the elimination of approximately 1,200 jobs (20% of the Company's total work force in Fiscal 1994). Included in the $15.8 million of asset write-downs is $7.7 million relating to goodwill, of which $6.9 million relates to the LaMar acquisition and $800,000 relates to the Toddler U Inc. acquisition. See Note 3 to the Consolidated Financial Statements for information regarding these business acquisitions. The Company expects to fully implement the restructuring plan in Fiscal 1995.

As a result of the loss of licenses in the fourth quarter of Fiscal 1994 under which the Company manufactured and sold certain branded product lines which accounted for a material portion of the Company's tailored clothing sales and the limited rights granted under a new collective bargaining agreement to source products from GCO Apparel, the Company reassessed the valuation of the goodwill related to the LaMar acquisition by GCO Apparel. The Company concluded on the basis of estimated undiscounted future cash flows that the events in the fourth quarter resulted in a permanent impairment of the goodwill related to the LaMar acquisition and accordingly determined to write off the unamortized portion of the goodwill, which amounted to $6.9 million.

During the fourth quarter of Fiscal 1994, the Company also reassessed the valuation of the goodwill related to the acquisition of the assets of Toddler U Inc. in light of a recognition during that quarter that there had been a material erosion of sales to the principal customer of Toddler U Inc. which the Company believed would not be replaced or recovered. In light of the material diminution of these sales which accounted for 36% of the sales of Toddler U Inc. during the twelve months preceding the acquisition, the Company concluded on the basis of estimated undiscounted future cash flows that the events in the fourth quarter resulted in a permanent impairment of the goodwill related to the acquisition of Toddler U Inc. and accordingly determined to write off the unamortized portion of the goodwill which amounted to $800,000.

All remaining tangible assets and liabilities of GCO Apparel and University Brands are valued at the lower of their cost or market. Market value was determined using estimated undiscounted future cash flows. In developing estimates of future cash flows, the Company has utilized historical operating results adjusted for the implementation of a previously announced reduction in the manufacturing capacity of GCO Apparel.

The tangible asset write-downs include $2.2 million for inventory, to reflect discounts taken to facilitate the rapid liquidation of merchandise which was purchased for sale in stores which are being closed, and $5.9 million for fixed asset write-downs, of which $1.9 million relates to retail store closings and $4.0 million relates to plant closings.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 3
BUSINESS ACQUISITIONS

MITRE U.K.
On May 6, 1992, Mitre Sports International Limited ("Mitre U.K."), a newly-formed subsidiary of the Company, acquired substantially all of the Mitre Sports assets and business from an English company which owned the "Mitre" name. Mitre Sports manufactured and distributed soccer and rugby balls and soccer, rugby and cricket footwear and related equipment. Approximately 75% of Mitre Sports' calendar year 1991 sales were in the United Kingdom. Since 1981 the Mitre Sports division of the Company has marketed products in the United States and Canada under the Mitre brand pursuant to a license agreement with Mitre Sports.

The purchase price was $28,236,985, of which $23,236,985 was paid in cash. The remaining $5,000,000 was paid in the form of 1,500,000 class B ordinary shares of Mitre U.K. (the "B Shares"). In addition, the Company paid acquisition expenses of approximately $2.7 million. The acquisition was financed primarily through a $20,000,000 term loan and revolving credit borrowings. The Company exercised its right to purchase the B Shares and on May 18, 1993 paid to the seller the $5,000,000 option price plus interest at LIBOR.

Operating results of Mitre U.K. are included in the Company's financial statements from May 6, 1992. The following unaudited pro forma summary presents the consolidated results of operations as if the acquisition had occurred at the beginning of Fiscal 1992. These pro forma results have been prepared for comparative purposes only and do not purport to be indicative of what would have occurred had the acquisition been made at the beginning of Fiscal 1992 or of results which may occur in the future.

IN THOUSANDS (EXCEPT PER SHARE AMOUNTS)	ACTUAL FISCAL YEAR 1993	PRO FORMA FISCAL YEAR 1993	ACTUAL FISCAL YEAR 1992	PRO FORMA FISCAL YEAR 1992
Net sales	$539,867	$545,149	$471,766	$497,994
Net earnings (loss)	9,110	8,510	461	(615)
Net earnings (loss) per common share	.38	.35	.01	(.04)

TODDLER U INC.
On December 29, 1992 the Company acquired substantially all of the assets of Toddler U Inc. ("Toddler") and assumed substantially all of its liabilities (of which approximately $5.1 million were paid at closing). The Company agreed to make deferred cash purchase price payments over a three-year period equal to Toddler's audited net worth (approximately $1.4 million) and contingent payments based on future operations. Toddler sells children's footwear.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 3
BUSINESS ACQUISITIONS, CONTINUED

LAMAR MANUFACTURING COMPANY
On August 12, 1993, GCO Apparel Corporation, a newly formed subsidiary of the Company, acquired all of the men's clothing manufacturing assets and assumed certain liabilities of LaMar Manufacturing Company, a manufacturer of moderately priced tailored clothing. The purchase price was approximately $11.8 million. The purchase price included $10.9 million of cash and $900,000 of deferred payments that will be completed by August 1995. In addition, the Company paid acquisition expenses of approximately $500,000. The acquisition was financed through revolving credit borrowings.

NOTE 4
ACCOUNTS RECEIVABLE

IN THOUSANDS	1994	1993
Trade accounts receivable	$ 67,174	$ 72,529
Miscellaneous receivables	3,406	2,973
Total receivables	70,580	75,502
Allowance for bad debts	(2,065)	(2,457)
Other allowances	(2,509)	(1,302)
NET ACCOUNTS RECEIVABLE	$ 66,006	$ 71,743

On January 31, 1994, approximately 4% of the Company's trade receivables are from retailers who have been acquired in leveraged buy-out transactions. The Company closely monitors these receivables.

NOTE 5
INVENTORIES

IN THOUSANDS	1994	1993
Raw materials	$ 21,305	$ 21,762
Work in process	15,786	13,895
Finished goods	71,981	63,183
Retail merchandise	46,048	52,701
TOTAL INVENTORIES	$155,120	$151,541

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 6
PLANT, EQUIPMENT AND CAPITAL LEASES, NET

IN THOUSANDS	1994	1993
Plant and equipment:		
Land	$ 485	$ 271
Buildings and building equipment	5,830	3,608
Machinery, furniture and fixtures	45,105	40,599
Construction in progress	1,550	2,801
Improvements to leased property	43,474	44,981
Capital leases:		
Land	592	592
Buildings	11,203	11,203
Machinery, furniture and fixtures	10,324	7,952
Plant, equipment and capital leases, at cost	118,563	112,007
Accumulated depreciation and amortization:		
Plant and equipment	(64,642)	(56,649)
Capital leases	(11,012)	(8,204)
NET PLANT, EQUIPMENT AND CAPITAL LEASES	$ 42,909	$ 47,154

NOTE 7
OTHER ASSETS

IN THOUSANDS	1994	1993
Other current assets:		
Prepaid expenses	$ 5,092	$ 5,043
Deferred taxes	747	3,341
TOTAL OTHER CURRENT ASSETS	$ 5,839	$ 8,384
Other non-current assets:		
Pension plan asset	$ 11,363	$ 11,974
Investments and long-term receivables	2,123	1,985
Deferred taxes	657	371
Deferred note expense	3,154	743
TOTAL OTHER NON-CURRENT ASSETS	$ 17,297	$ 15,073

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 8
ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

IN THOUSANDS	1994	1993
Trade accounts payable	$23,332	$33,239
Accrued liabilities:		
Employee compensation	11,560	11,288
Insurance	6,094	5,113
Interest	4,091	705
Taxes other than income taxes	3,028	2,849
Other	20,026	12,595
TOTAL ACCOUNTS PAYABLE AND ACCRUED LIABILITIES	$68,131	$65,789

At January 31, 1994 and 1993, outstanding checks drawn on certain domestic banks exceeded book cash balances by approximately $6,093,000 and $9,429,000, respectively. These amounts are included in trade accounts payable.

NOTE 9
CREDIT FACILITIES

The Company's English subsidiary, Mitre U.K., has a credit facility with a credit limit equal to the lesser of (i) 5,000,000 pounds sterling (approximately U.S. $7,538,000 at January 31, 1994) or (ii) the aggregate of 75 percent of the value of current receivables and 50 percent of the value of inventory of Mitre U.K. The facility, which is guaranteed up to 4,300,000 pounds sterling by the Company, permits borrowings for working capital of up to 2,000,000 pounds sterling, the issuance of letters of credit of up to 3,500,000 pounds sterling and the issuance of guarantee bonds and indemnities of up to 500,000 pounds sterling. This facility expires on September 14, 1994.

On April 8, 1993 the Company entered into a letter of credit agreement, which was amended January 31, 1994, with a foreign bank under which up to $10,000,000 in letters of credit are available for issuance to the Company's suppliers in connection with the importation of foreign goods. The agreement provides for the issuance through April 6, 1994 of letters of credit payable for periods not exceeding 180 days. At January 31, 1994, there was $8,386,000 of credit available under the letter of credit agreement. The financial covenants contained in the letter of credit agreement are substantially identical to those contained in the Company's revolving credit agreement. See Note 10 for the revolving credit agreement covenants.

On August 2, 1993 the Company entered into a credit facility with a United States bank under which it may borrow up to $2,000,000. This facility expires on June 30, 1994.

On September 29, 1993 the Company entered into a credit facility with a foreign bank under which it may borrow up to $15,000,000 at the bank's discretion. This facility, which is payable on demand, expires on August 31, 1994.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 10
LONG-TERM DEBT

IN THOUSANDS	1994	1993
Borrowings under revolving credit agreement (weighted average interest rate: 1994-5.56%; 1993-6.00%)	$15,000	$22,000
10 3/8% senior notes due February 2003	75,000	-0-
Refinanced long-term debt	-0-	32,000
Total long-term debt	90,000	54,000
Current portion	-0-	-0-
TOTAL NON-CURRENT PORTION OF LONG-TERM DEBT	$90,000	$54,000

REVOLVING CREDIT AGREEMENTS:
On August 2, 1993 the Company entered into a revolving credit agreement, with a group of seven banks providing for loans or letters of credit of up to $100 million. The agreement expires August 2, 1996. This agreement replaced the $45 million revolving credit agreement and Genesco's $25 million letter of credit agreement in effect at July 31, 1993. The repayment of the revolving credit borrowings under the $45 million credit agreement resulted in an extraordinary loss recognized in the second quarter of Fiscal 1994 of $240,000. Loan borrowings for Fiscal 1994 under the revolving credit agreements averaged $18,211,000 at a rate of 5.21% with a maximum month end borrowing of $40,000,000. Outstanding letters of credit at January 31, 1994 were $14,890,000.

As a result of operating losses and the restructuring charge in the fourth quarter of Fiscal 1994, the revolving credit agreement was amended January 31, 1994 to adjust certain financial covenants.

Under the amended $100 million revolving credit agreement, the Company may borrow at the prime rate, certificate of deposit rate plus 2.30%, or LIBOR plus 2.25% or may borrow up to $25 million through a competitive bid process. Commitment fees are 0.3% per annum on the daily unused portion.

The amended credit agreement requires the Company to maintain (i) a ratio of Consolidated Current Assets to Consolidated Current Liabilities of not less than 2.5 to 1.0 at the end of any quarter; (ii) a Consolidated Tangible Net Worth at the end of the 1st, 2nd, 3rd, and 4th quarter of not less than $73,000,000, $73,000,000, $80,000,000 and $89,000,000, respectively for Fiscal 1995, and not less than $89,000,000 for each quarter of Fiscal 1996 increasing each fiscal year thereafter, on a cumulative basis, by an amount equal to 50% of positive Consolidated Net Income for the preceding fiscal year, without reduction for cumulative net losses; (iii) a Consolidated Fixed Charge Coverage Ratio of not less than 1.0 with respect to the fiscal year ending January 31, 1995, or less than 1.25 with respect to any fiscal year thereafter, unless during the fourth fiscal quarter the Company reduces the principal amount of loans outstanding under the agreement to not more than $10,000,000 for at least 30 consecutive days and (iv) the ratio of Consolidated Senior Funded Indebtedness to Total Capital of not more than 0.60 to 1.0 during the first three quarters of each fiscal year and 0.55 to 1.0 at the end of each fiscal year except at April 30, 1994 and at July 31, 1994 the ratio of not more than 0.63 to 1.0 is permitted. Annual Capital Expenditures may not exceed $20,000,000, subject to certain exceptions. The Company was not in default under the amended revolving credit agreement at January 31, 1994. See Note 12 for information regarding the revolving credit agreement restrictions on Dividends and Redemptions of Capital Stock.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 10
LONG-TERM DEBT, CONTINUED

10 3/8% SENIOR NOTES DUE 2003:
On February 1, 1993, the Company issued $75,000,000 of 10 3/8% senior notes due February 1, 2003. The Company used $54 million of the proceeds to repay all of its outstanding long-term debt resulting in an extraordinary loss recognized in the fourth quarter of Fiscal 1993 of $583,000 (net of income tax benefit of $37,000). The balance of the proceeds was used to purchase shares of Mitre U.K. (see Note 3) and for general corporate purposes.

The fair value of the Company's 10 3/8% senior notes, based on the quoted market price on January 31, 1994, is $73,594,000.

The indenture under which the notes were issued limits the incurrence of indebtedness, the making of restricted payments, the restricting of subsidiary dividends, transactions with affiliates, liens, sales of assets and transactions involving mergers, sales or consolidations.

NOTE 11
COMMITMENTS UNDER LONG-TERM LEASES

CAPITAL LEASES
Future minimum lease payments under capital leases at January 31, 1994, together with the present value of the minimum lease payments are:

FISCAL YEARS	IN THOUSANDS
1995	$ 4,006
1996	3,953
1997	3,318
1998	2,562
1999	2,019
Later years	7,389
Total minimum payments	23,247
Interest discount amount	(7,994)
Total present value of minimum payments	15,253
Current portion	(2,365)
TOTAL NON-CURRENT PORTION	$12,888

OPERATING LEASES
Rental expense under operating leases was:

IN THOUSANDS	1994	1993	1992
Minimum rentals	$20,547	$20,327	$19,637
Contingent rentals	7,798	7,676	7,659
Sublease rentals	(480)	(514)	(106)
TOTAL RENTAL EXPENSE	$27,865	$27,489	$27,190

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 11
COMMITMENTS UNDER LONG-TERM LEASES, CONTINUED

Minimum rental commitments payable in future years are:

	FISCAL YEARS IN THOUSANDS
1995	$18,866
1996	17,067
1997	13,687
1998	10,789
1999	8,202
Later years	14,059
TOTAL MINIMUM RENTAL COMMITMENTS	$82,670

Most leases provide for the Company to pay real estate taxes and other expenses and contingent rentals based on sales. Approximately 11% of the Company's leases contain renewal options.

NOTE 12
SHAREHOLDERS' EQUITY
NON-REDEEMABLE PREFERRED STOCK

		NUMBER OF SHARES			AMOUNTS IN THOUSANDS				
		JANUARY 31,			JANUARY 31,				
CLASS	SHARES AUTHORIZED	1994	1993	1992	1994	1993	1992	COMMON CONVERTIBLE RATIO	NO. OF VOTES
Subordinated Serial Preferred (Cumulative)									
$2.30 Series 1	64,368	37,283	37,283	37,283	$1,491	$1,491	$1,491	.83	1
$4.75 Series 3	40,449	19,632	19,632	19,632	1,963	1,963	1,963	2.11	2
$4.75 Series 4	53,764	16,412	16,412	16,412	1,641	1,641	1,641	1.52	1
Series 6	400,000	-0-	-0-	-0-	-0-	-0-	-0-		1
$1.50 Subordinated Cumulative Preferred	5,000,000	29,917	29,617	29,542	898	889	887		
Other Preferred Stock		-0-	600	600	-0-	60	60		
		103,244	103,544	103,469	5,993	6,044	6,042		
Employees' Subordinated Convertible Preferred	5,000,000	84,791	93,648	97,602	2,544	2,810	2,928	1.00*	
Stated Value of Issued Shares					8,537	8,854	8,970		
Employees' Preferred Stock Purchase Accounts					(473)	(549)	(640)		
TOTAL NON-REDEEMABLE PREFERRED STOCK					$8,064	$8,305	$8,330		

* Also convertible into one share of $1.50 Subordinated Cumulative Preferred Stock.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 12
SHAREHOLDERS' EQUITY, CONTINUED

PREFERRED STOCK TRANSACTIONS

	NON-REDEEMABLE PREFERRED STOCK	NON-REDEEMABLE EMPLOYEES' PREFERRED STOCK	EMPLOYEES' PREFERRED STOCK PURCHASE ACCOUNTS	TOTAL PREFERRED STOCK
Balance, January 31, 1991	$ 5,217	$ 24,293	$ (15,238)	$ 14,272
Exchange and adjustment offers	816	(21,080)	14,517	(5,747)
Conversion of employees' preferred into common	9	(285)	-0-	(276)
Other	-0-	-0-	81	81
Balance, January 31, 1992	6,042	2,928	(640)	8,330
Conversion of employees' preferred into common	-0-	(56)	-0-	(56)
Other	2	(62)	91	31
Balance, January 31, 1993	6,044	2,810	(549)	8,305
Conversion of employees' preferred into $1.50 preferred	9	(9)	-0-	-0-
Conversion of employees' preferred into common	-0-	(199)	-0-	(199)
Other	(60)	(58)	76	(42)
BALANCE JANUARY 31, 1994	$ 5,993	$ 2,544	$ (473)	$ 8,064

SUBORDINATED SERIAL PREFERRED STOCK (CUMULATIVE):
Stated and redemption values for Series 1 are $40 per share and for Series 3 and 4 are each $100 per share; liquidation value for Series 1--$40 per share plus accumulated dividends and for Series 3 and 4--$100 per share plus accumulated dividends.

The Company's shareholders' rights plan grants to common shareholders the right to purchase, at a specified exercise price, a fraction of a share of subordinated serial preferred stock, Series 6, in the event of an acquisition of, or an announced tender offer for, 10% or more of the Company's outstanding common stock. Upon any such event, each right also entitles the holder (other than the person making such acquisition or tender offer) to purchase, at the exercise price, shares of common stock having a market value of twice the exercise price. In the event the Company is acquired in a transaction in which the Company is not the surviving corporation, each right would entitle its holder to purchase, at the exercise price, shares of the acquiring company having a market value of twice the exercise price. The rights expire in August 2000, are redeemable under certain circumstances for $.01 per right and are subject to exchange for one share of common stock or an equivalent amount of preferred stock at any time after the event which makes the rights exercisable and before a majority of the Company's common stock is acquired.

$1.50 SUBORDINATED CUMULATIVE PREFERRED STOCK:
Stated and liquidation values and redemption price-$30 per share.

EMPLOYEES' SUBORDINATED CONVERTIBLE PREFERRED STOCK:
Stated and liquidation values--$30 per share.

NOTE 12
SHAREHOLDERS' EQUITY, CONTINUED

COMMON STOCK:
Common stock-$1 par value. Authorized 40,000,000 shares; issued: January 31, 1994--24,792,641 shares; January 31, 1993--23,657,879 shares. There were 488,464 shares held in treasury at January 31, 1994 and 1993. Each outstanding share is entitled to one vote. At January 31, 1994, common shares were reserved as follows: 182,055 shares for conversion of preferred stock; 22,000 shares for the Key Executives Stock Option Plan; 1,562,600 shares for the 1987 Stock Option Plan; 300,000 shares for executive bonus; 46,427 shares for the Restricted Stock Plan for Directors; and 932,059 shares for the Genesco Stock Savings Plan.

RESTRICTIONS ON DIVIDENDS AND REDEMPTIONS OF CAPITAL STOCK:
The Company's charter provides that no dividends may be paid and no shares of capital stock acquired for value if there are dividend or redemption arrearages on any senior or equally ranked stock. Exchanges of subordinated serial preferred stock for common stock or other stock junior to such exchanged stock are permitted.

The revolving credit agreement (see Note 10) limits restricted payments with respect to the Company's capital stock (i.e., dividends and redemptions), with certain exceptions, to $5,000,000 plus 50% of Consolidated Net Income or 100% of consolidated net losses, after July 31, 1993, plus 35% of the cumulative net cash proceeds from the issuance of new equity securities. The principal exceptions to the restricted payments covenant are (i) redemptions, purchases or acquisitions of Shareholder Rights distributed to holders of the Company's common stock pursuant to a shareholders' rights plan, provided that such payments not exceed $0.05 per Shareholder Right or $2,000,000 in the aggregate, (ii) dividends payable solely in capital stock of the Company and (iii) dividends payable solely through the application of the proceeds of a substantially concurrent sale of shares of the Company's capital stock. At January 31, 1994, the Company was in a deficit position of $46,495,000 in its ability to pay dividends.

The February 1, 1993 indenture, under which the Company's 10 3/8% senior notes due 2003 were issued, limits the payment of dividends and redemptions of capital stock to the sum of $10 million plus (i) 50% of consolidated net income (as defined) after April 30, 1993 and (ii) the aggregate net proceeds (as defined) received from the issuance or sale of capital stock after February 1, 1993. At January 31, 1994, the Company was in a deficit position of $38,593,000 in its ability to pay dividends.

Due to the above restrictions, the Company suspended dividends in the fourth quarter in the amount of $21,438 for Series 1, $23,313 for Series 3, $19,489 for Series 4, and $11,219 for $1.50 Subordinated Cumulative Preferred Stock.

GENESCO INC.
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NOTE 12
SHAREHOLDERS' EQUITY, CONTINUED

CHANGES IN THE SHARES OF THE COMPANY'S CAPITAL STOCK

	COMMON STOCK	REDEEMABLE PREFERRED STOCK	NON-REDEEMABLE PREFERRED STOCK	EMPLOYEES' PREFERRED STOCK
Issued at January 31, 1991	23,163,110	3,050	75,972	809,764
Conversions of employees' preferred	136,647	-0-	-0-	(136,647)
Restricted stock plan-directors	27,684	-0-	-0-	-0-
Employees' preferred exchange offer	-0-	-0-	27,497	(575,515)
Common stock exchange offer	(20,493)	-0-	-0-	-0-
Options exercised	26,725	-0-	-0-	-0-
Redemptions	(100)	(998)	-0-	-0-
Issued at January 31, 1992	23,333,573	2,052	103,469	97,602
Redemptions	-0-	(1,000)	-0-	-0-
Exercise of options and warrants	323,163	-0-	-0-	-0-
Other	1,143	-0-	75	(3,954)
Issued at January 31, 1993	23,657,879	1,052	103,544	93,648
Exercise of options and warrants	1,101,082	-0-	-0-	-0-
Redemptions	-0-	(1,052)	(600)	-0-
Other	33,680	-0-	300	(8,857)
Issued at January 31, 1994	24,792,641	-0-	103,244	84,791
Less treasury shares	488,464	-0-	-0-	-0-
OUTSTANDING AT JANUARY 31, 1994	24,304,177	-0-	103,244	84,791

GENESCO INC.
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NOTE 13
INCOME TAXES

The Company adopted SFAS No. 109, "Accounting For Income Taxes", effective February 1, 1993. The adoption of SFAS No. 109 had no effect on net earnings for Fiscal 1994. SFAS No. 109 permits the recognition of a deferred tax asset if it is more likely than not that the future tax benefit will be realized. The Company did not recognize a deferred tax asset except to the extent future years' deductible items would offset future years' taxable items or would, as loss carrybacks, generate a refund in the current and two previous years. Previously, under SFAS No. 96, the Company treated future years net tax deductible items as if they were net operating losses for the years in which they were expected to occur. The Company reported a tax benefit for these losses to the extent the losses would generate a tax refund in the current and two previous years.

Income tax expense (benefit) is comprised of the following:

IN THOUSANDS	1994	1993	1992
Current			
U.S. federal	$(2,340)	$ 3,220	$ 285
Foreign	438	608	36
State	(377)	872	15
Deferred			
U.S. federal	2,070	(664)	(227)
Foreign	(24)	81	-0-
State	238	(107)	-0-
Income tax before extraordinary benefits	5	4,010	109
Income tax benefits from loss on the early retirement of debt:			
U.S. federal	-0-	(11)	-0-
State	-0-	(26)	-0-
TOTAL INCOME TAX EXPENSE	$ 5	$ 3,973	$ 109

The current U.S. federal tax credit provision for Fiscal 1994 represents current taxes receivable arising from the carryback of the current year's loss to the three previous years and refunds received during the year of $216,000 related to taxes paid for Fiscal 1990. The Fiscal 1993 and 1992 federal tax provision consists of a regular tax of $3,234,000 and an alternative minimum tax of $350,000, respectively, less tax refunds received related to prior years. The Fiscal 1993 current provision reflects the utilization of minimum tax credits of $1,466,000.

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NOTE 13
INCOME TAXES, CONTINUED

Deferred tax liabilities (assets) were comprised of the following:

	JANUARY 31, 1994	FEBRUARY 1, 1993
Pensions	$ 1,132	$ 2,070
Other	672	418
Gross deferred tax liabilities	1,804	2,488
Restructuring provisions	(11,756)	(4,164)
Expense accruals	(7,723)	(5,773)
Depreciation	(2,259)	(2,316)
Allowances for bad debts and notes	(2,913)	(2,592)
Inventory valuation	(4,924)	(1,722)
Uniform capitalization costs	(3,087)	(2,608)
Goodwill amortization and writeoff	(3,341)	(360)
Leases	(2,017)	(1,890)
Debt issue costs	(172)	(797)
Other	(1,576)	(101)
Gross deferred tax assets	(39,768)	(22,323)
Deferred tax asset valuation allowance	36,560	16,123
NET DEFERRED TAX ASSETS	$ (1,404)	$ (3,712)

Deferred tax assets for Fiscal 1993, which were recorded by applying provisions of SFAS No. 96, were $3,712,000. The decrease in net deferred tax assets to $1,404,000 at January 31, 1994 results primarily from the carryback of Fiscal 1994 losses to the three prior years. The tax refunds generated by the loss carryback are classified as current tax receivables.

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NOTE 13
INCOME TAXES, CONTINUED

The Company has net tax deductible temporary differences of $88,302,000 available to reduce future years' pretax accounting income. These temporary differences include transactions relating to restructuring provisions ($27,527,000), expense accruals ($17,998,000), book depreciation in excess of tax depreciation ($4,897,000), allowances for bad debts and notes ($6,869,000), inventories ($11,619,000), goodwill ($7,576,000) and other items ($11,816,000).

Reconciliation of the United States federal statutory rate to the Company's effective tax rate is as follows:

	1994	1992	1993
U. S. federal statutory rate of tax	34.00%	34.00%	34.00%
State income taxes, net of U.S. federal income tax benefit	-0-	4.30	1.58
Effect of foreign operations	-0-	2.34	41.40
Operating losses with no current tax benefit	(33.27)	-0-	-0-
Differences between earnings statement and tax return:			
Depreciation and amortization	(.56)	1.32	33.50
Valuation reserves	-0-	(.33)	65.86
Accrued expenses	-0-	4.56	(185.08)
Capitalized leases	-0-	.86	20.28
Tax credits	-0-	(11.11)	(9.65)
Alternative minimum tax	-0-	-0-	58.25
Foreign taxes paid with no U.S. tax benefit	-0-	-0-	0.53
Deferred tax expense (benefit)	-0-	(5.04)	(39.82)
Other	(.18)	(1.64)	(1.73)
EFFECTIVE TAX RATE	(.01%)	29.26%	19.12%

GENESCO INC.
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NOTE 14
RETIREMENT PLAN

The Company sponsors a non-contributory, defined benefit pension plan which provides benefits based on years of service, highest consecutive ten-year average annual earnings and social security contributions and benefit bases.

PENSION EXPENSE

IN THOUSANDS	1994	1993	1992
Service cost of benefits earned during the year	$ 1,808	$ 1,624	$ 1,841
Interest on projected benefit obligation	6,141	5,660	5,542
Actual return on plan assets	(5,341)	(2,618)	(5,003)
Deferral of current period asset gains (losses)	451	(1,902)	900
Amortization of prior service cost	463	463	463
Amortization of net loss	345	76	-0-
Amortization of transition obligation	983	983	983
TOTAL PENSION EXPENSE	$ 4,850	$ 4,286	$ 4,726

ACTUARIAL ASSUMPTIONS

	1994	1993
Weighted average discount rate	7.00%	8.25%
Salary progression rate	5.00%	5.00%
Expected long-term rate of return on plan assets	9.50%	9.50%

The weighted average discount rate decreased from 8.25% to 7.00% at January 31, 1994. The reduction of this rate increased the accumulated benefit obligation by $9,617,000 and increased the projected benefit obligation by $13,382,000. At January 31, 1993, the weighted average discount rate decreased from 8.50% to 8.25%. The reduction of this rate increased the accumulated benefit obligation by $1,593,000 and increased the projected benefit obligation by $2,193,000.

FUNDED STATUS

IN THOUSANDS	1994	1993
Actuarial present value of benefit obligations:		
Vested benefit obligation	$75,622	$60,958
Non-vested benefit obligation	1,333	1,143
Accumulated benefit obligation	$76,955	$62,101
Projected benefit obligation for services rendered to date	$93,868	$74,409
Plan assets at fair value, primarily cash equivalents, common stock, notes and real estate	55,581	50,945
PROJECTED BENEFIT OBLIGATION IN EXCESS OF PLAN ASSETS	$38,287	$23,464

Plan assets for 1994 and 1993 include Company related assets of $1,844,000 and $1,782,000, respectively, which consist of properties leased to the Company.

GENESCO INC.
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NOTE 14
RETIREMENT PLAN, CONTINUED

BALANCE SHEET EFFECT
SFAS 87 requires the Company to recognize a pension liability ($21,374,000 for 1994 and $11,156,000 for 1993) equal to the amount by which the actuarial present value of the accumulated benefit obligation ($76,955,000 for 1994 and $62,101,000 for 1993) exceeds the fair value of the retirement plan's assets ($55,581,000 for 1994 and $50,945,000 for 1993). A corresponding amount is recognized as an intangible asset to the extent of the unamortized prior service cost and unamortized transition obligation, with the excess charged directly to shareholders' equity. In 1994, this resulted in the recording of an intangible asset of $11,363,000 and a reduction in shareholders' equity of $9,964,000. In 1993, an intangible asset was recorded equal to the amount of the pension liability ($11,974,000) as the total unamortized prior service cost and unamortized transition obligation ($12,809,000) was not exceeded.

A reconciliation of the plan's funded status to amounts recognized in the Company's balance sheet follows:

IN THOUSANDS	1994	1993
Projected benefit obligation in excess of plan assets	$(38,287)	$(23,464)
Unamortized transition obligation	7,863	8,846
Unrecognized net actuarial losses	26,877	11,473
Unrecognized prior service cost	3,500	3,963
Net effect on the Company's balance sheet	(47)	818
Amount reflected as an intangible asset*	(11,363)	(11,974)
Amount reflected as minimum pension liability adjustment**	(9,964)	-0-
AMOUNT REFLECTED AS PENSION LIABILITY***	$(21,374)	$(11,156)

* Included in other non-current assets in the balance sheet.
** Included as a charge to shareholders' equity in the balance sheet.
*** Included in other long-term liabilities in the balance sheet.

NOTE 15
OTHER BENEFIT PLANS

The Company contributes to a multiemployer pension plan applicable to all hourly-paid employees of its tailored clothing division covered by collective bargaining agreements. Although the accumulated benefits are substantially in excess of the plan assets available for such benefits, actuarial calculations have not been made to determine the Company's portion of such excess. Pension costs and amounts contributed to the plan during Fiscal 1994, 1993 and 1992 were $2,232,000, $2,298,000, and $2,496,000, respectively.

The Company provides health care benefits for early retirees and life insurance benefits for certain retirees not covered by collective bargaining agreements. Under the health care plan, early retirees are eligible for limited benefits until age 65. Employees who meet certain requirements are eligible for life insurance benefits upon retirement.

The Company implemented SFAS 106 "Employers' Accounting for Postretirement Benefits Other Than Pensions" in the first quarter of 1994. In the past the Company expensed such costs as incurred. The adoption of SFAS 106, which requires the accrual of such benefits during the period in which the employee renders service, resulted in a net charge to income of $2,273,000 for the cumulative effect of the change in accounting principle for periods prior to 1994, which were not restated. The $2,273,000 represents the actuarial present value of the accumulated benefit obligation (the "ABO") at February 1, 1993. The ABO is lower than previously estimated as a result of a change in the method of funding the life insurance plan. The Company elected to charge the full $2,273,000 ABO in the first quarter of Fiscal 1994.

Postretirement benefit expense was $245,000, $1,307,000, and $1,617,000 for Fiscal 1994, 1993 and 1992, respectively. The components of expense in 1994 were as follows:

In Thousands	1994
Service cost of benefits earned during the year	$ 63
Interest cost on accumulated postretirement benefits obligation	182
NET PERIODIC POSTRETIREMENT BENEFIT COST	$245

The funded status of the plan and amounts recognized in the financial statements at January 31, 1994 were as follows:

In Thousands	1994
Cumulative effect of accounting change on February 1, 1993	$2,273
Net periodic postretirement benefit cost	245
Cash expenditures for benefits during 1994	(260)
Additional liability from change in weighted average discount rate	189
Postretirement benefit liability	2,447
Unrecognized net loss	(189)
POSTRETIREMENT BENEFIT LIABILITY RECOGNIZED IN FINANCIAL STATEMENTS	$2,258

The weighted average discount rate used to determine the ABO decreased from 8%, at the date of adoption, to 7% at January 31, 1994. The unrecognized net loss generated from the decrease in the rate increased the accumulated postretirement benefit obligation by $189,000.

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NOTE 16
SUPPLEMENTAL CASH FLOW INFORMATION

IN THOUSANDS	1994	1993	1992
Net cash paid (received) for:			
Interest	$ 6,865	$ 4,695	$ 3,997
Income taxes	(273)	4,089	720
Noncash investing and financing activities:			
Fixed assets acquired under capital leases	$ 428	$ 970	$ 2,357
Business acquisitions:			
Fair value of assets acquired	13,119	39,306	-0-
Liabilities assumed	1,743	13,287	-0-
Cash paid	11,376	26,019	-0-
Less cash acquired	-0-	586	-0-
NET CASH PAID FOR ACQUISITION	$11,376	$25,433	$ -0-
Issuance of shares to Mitre Sports	$ -0-	$ 5,000	$ -0-
Obligation from purchase of net assets of Toddler U Inc.	-0-	1,291	-0-

NOTE 17
EMPLOYEE STOCK PLANS

STOCK OPTION PLANS

	1994	1993
Options outstanding at beginning of period	1,723,564	1,464,579
Options granted - 1987 Stock Option Plan	266,500	522,050
Options granted - Genesco Stock Savings Plan	40,093	50,156
Options exercised - 1987 Stock Option Plan	(466,275)	(112,150)
Options exercised - Key Executives Stock Option Plan	(44,000)	(39,500)
Options exercised - Genesco Stock Savings Plan	(32,360)	(37,823)
Options expired - Key Executives Stock Option Plan	(18,000)	(6,000)
Options cancelled - Genesco Stock Savings Plan	(13,164)	(47,723)
Options cancelled - 1987 Stock Option Plan	(93,300)	(70,025)
Total options outstanding at end of period	1,363,058	1,723,564
Shares reserved for future options	1,153,601	1,351,488
TOTAL SHARES RESERVED	2,516,659	3,075,052

At January 31, 1994, options to purchase 22,000 shares of common stock were outstanding under the Key Executives Stock Option Plan at a weighted average exercise price of $6.50 per share. These options, held by 8 individuals, expire on October 9, 1994. All such options are currently exercisable.

NOTE 17
EMPLOYEE STOCK PLANS, CONTINUED

Under the 1987 Stock Option Plan, options to purchase 1,262,075 shares were outstanding at a weighted average exercise price of $6.34 per share. These options, held by 81 individuals, expire between August 17, 1997, and December 8, 2003. Options to purchase 510,356 shares are currently exercisable.

Under the Genesco Stock Savings Plan, options to purchase 78,983 shares were outstanding at a weighted average exercise price of $8.09 per share. Unless withdrawn by the participants, these options may be exercised on September 30, 1994 and September 30, 1995. There are approximately 225 employees participating in the plan.

STOCK PURCHASE PLANS
Stock purchase accounts arising out of sales to employees prior to 1972 under certain employee stock purchase plans amounted to $481,000 and $557,000 at January 31, 1994 and 1993, respectively, and were secured at January 31, 1994, by 22,962 employees' preferred shares and 340 common shares. Payments on stock purchase accounts under the stock purchase plans have been indefinitely deferred. No further sales under these plans are contemplated.

NOTE 18
LEGAL PROCEEDINGS

The Company is subject to several administrative orders issued by the Tennessee Department of Environment and Conservation directing the Company to implement plans designed to remedy possible ground water contamination and to manage source area material which was generated by a divested operating division and which was deposited on a site in a rural area near Nashville, Tennessee. Substantially all source material and ground water remedial actions have been implemented. The Company believes that it has fully provided for the costs to be incurred with respect to these remedial actions.

In addition to the administrative proceedings described above, the Company was named as a defendant in nine civil actions originally filed on behalf of 29 individuals who reside or own property in the vicinity of the site described above. The plaintiffs alleged that the Company is liable for creating a nuisance and a hazardous condition and for negligence based upon the alleged violation of several state and federal environmental statutes. The plaintiffs sought recovery for personal injuries and property damages totalling $17.6 million, punitive damages totalling $19.5 million and certain costs and expenses, including attorneys' fees. The Company has concluded settlement agreements with 20 individual plaintiffs, providing for payments by the Company aggregating approximately $550,000 and the purchase of a residence at an appraised value of approximately $170,000. The claims dismissed pursuant to the settlement agreements involve approximately $9.1 million in alleged compensatory damages and $13.1 million in punitive damages. In light of the settlements already reached, management believes that resolution of the remaining actions will not have a material adverse effect on either the Company's results of future operations or on its financial condition.

NOTE 18
LEGAL PROCEEDINGS, CONTINUED

The Company is also a defendant in two separate civil actions filed by the State of New York; one against the City of Gloversville, New York, and 33 other private defendants; and the other against the City of Johnstown, New York, and 14 other private defendants. In addition, third party complaints and cross claims have been filed against numerous other entities, including the Company, in both actions. These actions arise out of the alleged disposal of certain hazardous material directly or indirectly in municipal landfills. The complaints in both cases allege the defendants, together with other contributors to the municipal landfills, are liable under a federal environmental statute and certain common law theories for the costs of investigating and performing remedial actions required to be taken with respect to the landfills and damages to the natural resources.

The environmental authorities have issued decisions selecting plans of remediation with respect to the Johnstown and Gloversville sites which have estimated costs of $16.5 million and $28.3 million, respectively.

The Company has filed answers to the complaints in both the Johnstown and Gloversville cases denying liability and asserting numerous defenses. The Company has established a provision in the amount of $1,000,000 to cover its estimated share of future remediation costs, including a $500,000 charge in the third quarter ended October 31, 1993. Because of uncertainties related to the ability or willingness of the other defendants, including the municipalities involved, to pay a portion of such costs, the availability of State funding to pay a portion of such costs, the insurance coverage available to the various defendants, the applicability of joint and several liability and the basis for contribution claims among the defendants, management is presently unable to predict the outcome or to estimate the extent of any additional liability the Company may incur with respect to either of the Johnstown or Gloversville actions.

The Company has entered into a stipulation of settlement with the United States Department of Justice and the United States Environmental Protection Agency ("EPA") dismissing a civil action against the Company for alleged violations of the federal Clean Water Act and the pre-treatment standards for leather tanning and finishing adopted thereunder in connection with wastewater discharges from a facility of the Company into the Muskegon County Wastewater Management System sewage treatment system at Whitehall, Michigan. The stipulation of settlement was approved by the court on December 16, 1993 and the Company has paid a civil penalty of $550,000 to resolve all claims asserted in the complaint.

NOTE 18
LEGAL PROCEEDINGS, CONTINUED

On January 7, 1993, 23 former holders of the Company's series 2, 3 and 4 subordinated serial preferred stock filed a civil action against the Company and certain officers, in the United States District Court for the Southern District of New York (the "U.S. District Court Action"). The plaintiffs allege that the defendants misrepresented and failed to disclose material facts to representatives of the plaintiffs in connection with exchange offers which were made by the Company to the plaintiffs and other holders of the Company's series 1, 2, 3 and 4 subordinated serial preferred stock from June 23, 1988 to August 1, 1988. The plaintiffs contend that had they been aware of the misrepresentations and omissions, they would not have agreed to exchange their shares pursuant to the exchange offers. The plaintiffs allege breach of fiduciary duty and fraudulent and negligent misrepresentations and seek damages in excess of $10 million, costs, attorneys' fees, interest and punitive damages in an unspecified amount. By order dated December 2, 1993, the U.S. District Court denied a motion for judgement on the pleadings filed on behalf of all defendants. The Company and the individual defendants intend to vigorously defend the U.S. District Court Action. The Company is unable to predict if the U.S. District Court Action will have a material adverse effect on the Company's results of operations or financial condition.

The U.S. District Court Action is based, in part, on a judicial determination on July 29, 1992 of the fair value of the Company's series 2 and 3 subordinated serial preferred stock in an appraisal action in the Chancery Court for Davidson County, Tennessee (the "Chancery Court Action"). The Chancery Court Action was commenced after certain preferred shareholders dissented from certain charter amendments approved by shareholders on February 4, 1988 and demanded the fair value of their shares. The Chancery Court determined that the fair values of a share of series 2 was $131.32 and of a share of the series 3 was $193.11 (which amounts are in excess of the mandatory redemption and liquidation values of a share of series 2 subordinated serial preferred stock and of the optional redemption and liquidation values of a share of series 3 subordinated serial preferred stock), compared with $91 a share for the series 2 and $46 a share for the series 3 previously paid by the Company as the fair value of such shares. The Chancery Court ordered the Company to pay to Jacob Landis, the only shareholder who prosecuted his dissenter's rights, the additional sum of $358,062 plus interest at 10% from July 29, 1992, attorneys' fees and costs to be determined in further proceedings. The Company appealed the Chancery Court's decision, and on September 1, 1993 the Tennessee Court of Appeals affirmed the Chancery Court's decision and remanded the case to the Chancellor for further proceedings. The Company filed a petition to the Tennessee Supreme Court to review the case, which the court denied on January 31, 1994. The Company paid the amount of the judgement plus accrued interest on February 4, 1994.

NOTE 18
LEGAL PROCEEDINGS, CONTINUED

On May 13, 1993 the landlord of a building in New York City in which the Company was the sole tenant filed a civil action in the Supreme Court of the State of New York claiming that the Company breached the lease for the premises and negligently allowed the premises to deteriorate. The complaint seeks compensatory damages of $2.5 million and punitive damages of $5 million. On June 8, 1993 the Company removed the action to the United States District Court for the Southern District of New York.

At various times in 1990 and 1991 (i) the Canadian Department of National Revenue, Taxation (the "Department"), the Alberta Corporate Tax Administration and the Ontario Ministry of Revenue made tax reassessments relating to the deductibility of interest expense incurred by one of the Company's Canadian subsidiaries on funds borrowed from the Company and (ii) the Department made tax reassessments relating to non-resident withholding tax with respect to the payment by that subsidiary of its loan from the Company and with respect to interest on loans by that subsidiary to the Company. These reassessments, which the Company has calculated to be approximately Canadian $18.7 million including interest (approximately U.S. $14.1 million) at January 31, 1994, were made against Agnew Group, Inc., the corporate successor to the purchaser of the Company's Canadian operations (the "Taxpayer").

The Taxpayer has made indemnification claims with respect to all such reassessments pursuant to the indemnification provisions in the stock purchase agreement dated as of January 23, 1987 relating to the sale of the Company's Canadian operations, and the Company has assumed the defense of the Taxpayer. On behalf of the Taxpayer, the Company has filed notices of objections to all of the reassessments and has appealed the confirmation by the Minister of National Revenue of the Federal interest deductibility reassessments by filing a statement of claim in the Federal Court of Canada. The Provincial reassessments will be held in abeyance pending the outcome of the Federal Court action. The Company has also filed notices of objection to the withholding tax reassessments on behalf of the Taxpayer.

Any liability which is finally determined to be owing by the Company as a result of the indemnification provisions of the share purchase agreement is subject to an offset of up to Canadian $5,000,000 pursuant to a loan agreement dated February 6, 1987 among the Company, the purchaser and a former stockholder of the purchaser.

On February 4, 1994 the Taxpayer filed for protection under the Companies Creditors Arrangement Act and is seeking approval of a plan of compromise or arrangement with its creditors. Resolution of the Department's tax claims is a condition to any such plan.

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NOTE 19
BUSINESS SEGMENT INFORMATION

IN THOUSANDS	1994	1993	1992
SALES TO UNAFFILIATED CUSTOMERS:			
Footwear (shoes and accessories):			
Retail	$231,456	$227,741	$212,942
Wholesale and manufacturing	236,435	202,386	139,533
Total footwear	467,891	430,127	352,475
Men's apparel	104,969	109,740	119,291
TOTAL SALES	$572,860	$539,867	$471,766
PRETAX EARNINGS (LOSS):			
Footwear (shoes and accessories):			
Retail	$ (3,841)*	$ 9,171	$ (47)
% of applicable sales	(1.7%)	4.0%	0.0%
Wholesale and manufacturing	373*	18,244	13,094
% of applicable sales	0.2%	9.0%	9.4%
Total footwear	(3,468)	27,415	13,047
% of applicable sales	(0.7%)	6.4%	3.7%
Men's apparel	(21,986)*	6,065	3,724
% of applicable sales	(20.9%)	5.5%	3.1%
Operating income (loss)	(25,454)	33,480	16,771
% of total sales	(4.4%)	6.2%	3.6%
Corporate expenses:			
Interest expense	(11,030)	(5,644)	(4,647)
Other corporate expenses	(15,290)*	(14,133)	(11,554)
TOTAL PRETAX EARNINGS (LOSS)	$(51,774)	$ 13,703	$ 570
% OF TOTAL SALES	(9.0%)	2.5%	0.1%

* Includes a restructuring charge as follows: Footwear Retail $8,673,000, Footwear Wholesale and Manufacturing $3,242,000, Tailored Clothing $17,060,000 and Corporate $404,000.

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NOTE 19
BUSINESS SEGMENT INFORMATION, CONTINUED

IN THOUSANDS	1994	1993	1992
ASSETS:			
Footwear:			
Retail	$ 66,922	$ 77,864	$ 74,506
Wholesale and manufacturing	140,530	134,654	61,881
Total footwear	207,452	212,518	136,387
Men's apparel	73,644	75,570	71,988
Corporate assets	28,290	29,780	28,869
TOTAL ASSETS	$309,386	$317,868	$237,244
DEPRECIATION AND AMORTIZATION:			
Footwear:			
Retail	$ 5,027	$ 4,994	$ 4,723
Wholesale and manufacturing	3,339	2,212	1,565
Total footwear	8,366	7,206	6,288
Men's apparel	1,883	1,299	1,591
Corporate	474	1,214	1,230
TOTAL DEPRECIATION AND AMORTIZATION	$ 10,723	$ 9,719	$ 9,109
ADDITIONS TO PLANT, EQUIPMENT AND CAPITAL LEASES:			
Footwear:			
Retail	$ 3,254	$ 4,788	$ 6,349
Wholesale and manufacturing	3,738	3,769	1,614
Total footwear	6,992	8,557	7,963
Men's apparel	993	1,032	1,095
Corporate	371	543	283
TOTAL ADDITIONS TO PLANT, EQUIPMENT AND CAPITAL LEASES	$ 8,356	$ 10,132	$ 9,341

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 20
QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

	1ST QUARTER		2ND QUARTER	
IN THOUSANDS	1994	1993	1994	1993
Net sales	$128,384	$112,853	$146,059	$130,043
Gross margin	46,703	41,442	52,000	48,307
Pretax earnings (loss)	(691)	(934)	770	2,083
Earnings (loss) before extraordinary loss and accounting change	(742)	(940)	456	1,574
Net earnings (loss)	(3,015)(1)	(940)	216(2)	1,574
Earnings (loss) per common share:				
Before extraordinary loss and accounting change	(.03)	(.04)	.02	.07
Net earnings (loss)	(.13)	(.04)	.01	.07

	3RD QUARTER		4TH QUARTER		FISCAL YEAR	
IN THOUSANDS	1994	1993	1994	1993	1994	1993
Net sales	$154,096	$146,127	$144,321	$150,844	$572,860	$539,867
Gross margin	52,167	55,539	39,922	58,256	190,792	203,544
Pretax earnings (loss)	(2,979)	6,852	(48,874)(3)	5,702	(51,774)	13,703
Earnings (loss) before extraordinary loss and accounting change	(3,084)	4,851	(48,409)	4,208	(51,779)	9,693
Net earnings (loss)	(3,084)	4,851	(48,409)	3,625(4)	(54,292)	9,110
Earnings (loss) per common share:						
Before extraordinary loss and accounting change	(.13)	.21	(1.99)	.17	(2.16)	.40
Net earnings (loss)	(.13)	.21	(1.99)	.15	(2.26)	.38

(1) Reflects the cumulative effect of changes in the method of accounting for postretirement benefits due to the implementation of Statement of Financial Accounting Standards No. 106.

(2) Includes an extraordinary loss of $240,000 from the early retirement of long-term debt (see Note 10).

(3) Includes a restructuring charge of $29,379,000 (see Note 2).

(4) Includes an extraordinary loss of $583,000 (net of a tax benefit of $37,000) from the early retirement of long-term debt (see Note 10).

ITEM 9, CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10, DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The Company incorporates by reference the (i) information regarding directors of the Company appearing under the heading "Information Concerning Nominees" to be included in the Company's proxy statement relating to the annual meeting of shareholders scheduled for June 22, 1994 (the "Proxy Statement") and (ii) information regarding compliance by persons subject to Section 16(a) of the Securities Exchange Act of 1934 appearing under the heading "Compliance with Beneficial Ownership Reporting Rules" to be included in the Proxy Statement. Information regarding the executive officers of the Company appears under the heading "Executive Officers of Genesco" in this report following Item 4 of Part I.

ITEM 11, EXECUTIVE COMPENSATION

The Company incorporates by reference the (i) information regarding the compensation of directors of the Company to appear under the heading "Director Compensation" in the Proxy Statement and (ii) information regarding the compensation of the Company's executive officers to appear under the heading "Executive Compensation" in the Proxy Statement.

ITEM 12, SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Information regarding beneficial ownership of the Company's voting securities by (i) the Company's directors, (ii) certain executive officers and (iii) the officers and directors of the Company as a group is incorporated by reference to the Proxy Statement.

The following information regarding beneficial ownership on March 16, 1994 (except as indicated) of the Company's voting securities is furnished with respect to each person or group of persons acting together who, as of such date, was known by the Company to be the beneficial owner of more than five percent of any class of the Company's voting securities. Beneficial ownership of the shares consists of sole voting and investment power except as otherwise noted.

NAME AND ADDRESS	CLASS OF STOCK*	NO. OF SHARES	PERCENT OF CLASS
Richard C. Blum & Associates, Inc. 909 Montgomery Street Suite 400 San Francisco, CA 94133	Common	2,026,600(1)	8.3
Brinson Partners, Inc. Brinson Trust Company Brinson Holdings, Inc. 209 South LaSalle Chicago, IL 60604-1295	Common	1,229,500(2)	5.1

NAME AND ADDRESS	CLASS OF STOCK*	NO. OF SHARES	PERCENT OF CLASS
Jeannie Bussetti Ronald R. Bussetti 12 Carteret Drive Pomona, NY 10970	Series 1	5,000	13.4
Joseph Bussetti 52 South Lilburn Drive Garnerville, NY 10923	Series 1	2,000	5.4
S. Robert Weltz, Jr. 415 Hot Springs Road Santa Barbara, CA 93108	Series 1	2,308	6.2
Estate of Hyman Fuhrman, Deceased c/o Sylvia Fuhrman 3801 South Ocean Drive Hollywood, FL 33020	Series 3	1,081	5.5
Goldman Sachs & Co.(3) 85 Broad Street New York, NY 10004	Series 3	3,184	16.2
Clinton Grossman 3200 Park Avenue Apt. 7A-1 Bridgeport, CT 06604	Series 3	1,965(4)	10.0
Hazel Grossman 3589 S. Ocean Blvd. South Palm Beach, FL 33480	Series 3	1,074	5.5
Roselyn Grossman 3200 Park Avenue Apt. 7A-1 Bridgeport, CT 06604	Series 3	1,965(4)	10.0
Stanley Grossman 3200 Park Avenue Apt. 7A-1 Bridgeport, CT 06604	Series 3	1,965(4)	10.0
June E. Kay 1 Washington Square Village New York, NY 10012	Series 3	1,126	5.7
Morgan Stanley Behr Incorporated One Pierrepont Plaza Brooklyn, NY 11201	Series 3	1,097	5.6
Sigler & Co. c/o First Chicago Trust Company of New York Stockholder Relations RPO/Escheat Group 30 West Broadway New York, NY 10007	Series 3	3,100	15.8

NAME AND ADDRESS	CLASS OF STOCK*	NO. OF SHARES	PERCENT OF CLASS
Michael Miller, Trustee Under Will of David Evins % Bloom Hochberg & Co., Inc. 450 7th Avenue New York, NY 10123	Series 4	5,605	34.2
Dorothy L. Evins 401 East 80th Street Apt. 28F New York, NY 10021	Series 4	2,571	15.7
Melissa Evins 417 East 57th Street New York, NY 10022	Series 4	2,893	17.6
Reed Evins 417 East 57th Street Apt. 32B New York, NY 10022	Series 4	2,418	14.7
James H. Cheek, Jr. 221 Evelyn Avenue Nashville, TN 37205	Subordinated Cumulative Preferred	2,413	8.1

* See Note 12 to the Consolidated Financial Statements included in Item 8 and under the heading "Voting Securities" included in the Company's Proxy Statement for a more complete description of each class of stock.

(1) This information is as of July 1, 1993 and is based on statements on Schedule 13D. These shares are deemed to be beneficially owned by Mr. Richard C. Blum, who is the majority shareholder of Richard C. Blum & Associates, Inc. The number of shares shown includes shares owned by (i) two investment partnerships, BK Capital Partners III, L.P. and BK Capital Partners IV, L.P., for each of which Richard C. Blum & Associates, Inc. is the sole general partner and (ii) the Carpenters Pension Trust of Southern California, for which Richard C. Blum & Associates, Inc. is the investment advisor.

(2) This information is as of December 31, 1993 and is based on statements on Schedule 13G.

(3) Goldman Sachs & Co. has indicated that it has no beneficial interest in the 3,184 shares of Series 3 stock but is holding such shares for three customers.

(4) Includes 1,965 shares of Series 3 stock owned by a trust of which Roselyn Grossman, Stanley Grossman and Clinton Grossman are trustees.

ITEM 13, CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company incorporates by reference information appearing under the heading "Agreements with Management" included in the Company's Proxy Statement.

PART IV

ITEM 14, EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

FINANCIAL STATEMENTS
The following are included in Item 8.

Report of Independent Accountants
Consolidated Balance Sheet, January 31, 1994 and January 31, 1993
Consolidated Earnings, each of the three years ended January 31, 1994
Consolidated Cash Flows, each of the three years ended January 31, 1994
Consolidated Shareholders' Equity, each of the three years ended January 31, 1994
Notes to Consolidated Financial Statements

FINANCIAL STATEMENT SCHEDULES
VIII -Reserves, each of the three years ended January 31, 1994
X -Supplementary income statement information, each of the three years ended January 31, 1994

All other schedules are omitted because the required information is either not applicable or is presented in the financial statements or related notes. These schedules begin on page 78.

EXHIBITS

(3) a. By-laws of Genesco Inc. Incorporated by reference to Exhibit (3)a to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1993.

b. Restated Charter of Genesco Inc. Incorporated by reference to Exhibit (3)b to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1993.

(4) Indenture dated as of February 1, 1993 between the Company and United States Trust Company of New York relating to 10 3/8% Senior Notes due 2003. Incorporated by reference to Exhibit (4) to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1993.

(10) a. Form of Split-Dollar Insurance Agreement with Executive Officers. Incorporated by reference to Exhibit (10)b to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1991.

b. Key Executives Stock Option Plan and Form of Stock Option Agreement. Incorporated by reference to Exhibit (10)c to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1993.

c. Form of Officers and Key Executives Change-in-Control Employment Agreement. Incorporated by reference to Exhibit (10)d to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1993.

d. 1987 Stock Option Plan and Form of Stock Option Agreement. Incorporated by reference to Exhibit (10)e to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1993.

e. Description of Adjustable Life Insurance Plan for Key Executive Officers. Incorporated by reference to pages 23-24 under the heading "Executive Compensation Life and Medical Insurance Plans" in the Company's proxy statement dated May 6, 1992.

f. 1994 Management Incentive Compensation Plan. Incorporated by reference to Exhibit (10)h to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1993.

g. 1995 Management Incentive Compensation Plan.

h. Other Executive Officer Personal Benefits. Incorporated by reference to pages 10-17 under the heading "Executive Compensation" in the Company's proxy statement dated May 6, 1992.

i. National Agreement between Clothing Manufacturers Association of the United States of America and Amalgamated Clothing and Textile Workers Union dated as of October 1, 1993.

j. Lease Agreement dated June 2, 1983 by and between Corporate Property Associates 4 and Genesco Inc. Incorporated by reference to Exhibit (10)p to the Company's Registration Statement on Form S-4 (No. 33-21688).

k. Restricted Stock Plan For Directors. Incorporated by reference to Exhibit (10)k to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1992.

l. Form of Indemnification Agreement For Directors. Incorporated by reference to Exhibit (10)m to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1993.

m. Loan Agreement dated as of August 2, 1993 (1) and amendment dated as of January 31, 1994 among the Company and NationsBank of North Carolina, N.A., First National Bank of Chicago, First American National Bank, CIBC, Inc., The Hongkong and Shanghai Banking Corporation Limited, First Union National Bank of Tennessee, and Third National Bank in Nashville. (1) Incorporated by reference to Exhibit (4) to the Company's Quarterly Report of Form 10-Q for the quarter ended July 31, 1993.

n. Promissory note dated as of September 29, 1993 between the Company and ABN AMRO Bank N.V., Atlanta Agency. Incorporated by reference to Exhibit (4)d to the Company's Quarterly Report of Form 10-Q for the quarter ended October 31, 1993.

o. Supplemental Pension Agreement dated as of October 18, 1988 between the Company and William S. Wire II, as amended January 9, 1993. Incorporated by reference to Exhibit (10)p to the Company's Annual Report of Form 10-K for the fiscal year ended January 31, 1993.

p. Deferred Compensation Trust Agreement dated as of February 27, 1991 between the Company and NationsBank of Tennessee for the benefit of William S. Wire, II, as amended January 9, 1993. Incorporated by reference to Exhibit (10)q to the Company's Annual Report of Form 10-K for the fiscal year ended January 31, 1993.

q. Shareholder Rights Agreement dated as of August 8, 1990 between the Company and Chicago Trust Company of New York. Incorporated by reference to Exhibit 1 to the Registration Statement dated August 25, 1990 on Form 8-A. First Amendment to the Rights Agreement dated as of August 8, 1990. Incorporated by reference to Exhibit (10)s to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1991.

r. Employment agreement dated as of April 22, 1992 between the Company and E. Douglas Grindstaff. Incorporated by reference to Exhibit (10)b to the Company's Quarterly Report on Form 10-Q for the quarter ended April 30, 1992. Amendment dated as of December 8, 1993 to the employment agreement dated as of April 22, 1992 between the Company and E. Douglas Grindstaff. Incorporated by reference to Exhibit (10) to the Company's Quarterly Report of Form 10-Q for the quarter ended October 31, 1993.

s. Employment agreement with William S. Wire, II, dated January 9, 1993. Incorporated by reference to Exhibit (10) to the Company's Registration Statement on Form S-3 (No. 33-52858).

t. Letters of credit agreement dated April 8, 1993 and amendment dated as of January 31, 1994 between the Company and the Bank of Nova Scotia. Incorporated by reference to Exhibit (10)u to the Company's Annual Report of Form 10-K for the fiscal year ended January 31, 1993.

u. Master promissory note dated as of August 2, 1993 between the Company and First American National Bank. Incorporated by reference to Exhibit (4)e to the Company's Quarterly Report of Form 10-Q for the quarter ended October 31, 1993.

v. Revolving facilities agreement dated as of September 15, 1993 between Mitre Sports International Limited and Barclays Bank PLC. Incorporated by reference to Exhibit (4)c to the Company's Quarterly Report of Form 10-Q for the quarter ended October 31, 1993.

w. Employment agreement dated as of December 8, 1993 between the Company and Thomas B. Clark.

x. Employment agreement dated as of October 26, 1993 between the Company and Michael A. Corbett.

(11) Computation of earnings per share.

(21) Subsidiaries of the Company.

(23) Consent of Independent Public Accountants included on page 75.

(99) Financial Statements and Report of Independent Public Accountants with respect to the Genesco Stock Savings Plan being filed herein in lieu of filing Form 11-K pursuant to Rule 15d-21.

Exhibits (10)a through (10)h and exhibits (10)k, (10)l, (10)r, (10)s, (10)w and (10)x are Management Contracts or Compensatory Plans or Arrangements required to be filed as Exhibits to this Form 10-K.

A copy of any of the above described exhibits will be furnished to the shareholders upon written request, addressed to Director, Corporate Relations, Genesco Inc., Genesco Park, Room 498, P.O. Box 731, Nashville, Tennessee 37202-0731, accompanied by a check in the amount of $15.00 payable to Genesco Inc.

REPORTS ON FORM 8-K

The Company did not file a report on Form 8-K during the quarter ended January 31, 1994.

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectus constituting part of the Registration Statements on Form S-3 (No. 2-86509 and 33-52858) and the Registration Statements on Form S-8 (Nos. 2-61487, 2-70824, 33-15835, 33-30828, 33-35328, 33- 35329 and 33-50248) of Genesco Inc. of our report dated February 22, 1994 appearing on page 37 of this Form 10-K. We also consent to the incorporation by reference in the Registration Statement on Form S-8 (No.33-35328) of Genesco Inc. of our report dated April 22, 1994 appearing on page 1 of the January 31, 1994 Genesco Stock Savings Plan Financial Statements.

/s/ Price Waterhouse
PRICE WATERHOUSE

Nashville, Tennessee
May 2, 1994

SIGNATURES

Pursuant to the requirements of Section 13 of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GENESCO INC.

By: /s/ James S. Gulmi

James S. Gulmi
Vice President - Finance

Date: May 2, 1994

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on the 2nd day of May 1994.

/s/ E. Douglas Grindstaff E. Douglas Grindstaff	President and Chief Executive Officer and a Director
/s/ James S. Gulmi James S. Gulmi	Vice President - Finance (Principal Financial Officer)
/s/ Robert E. Brosky Robert E. Brosky	Controller and Chief Accounting Officer

Directors:

/s/ David M. Chamberlain David M. Chamberlain	/s/ Joel C. Gordon Joel C. Gordon
/s/ W. Lipscomb Davis, Jr. W. Lipscomb Davis, Jr.	/s/ William A. Williamson, Jr. William A. Williamson, Jr.
/s/ John Diebold John Diebold	/s/ William S. Wire, II William S. Wire, II
/s/ Harry D. Garber Harry D. Garber	

GENESCO INC.

AND CONSOLIDATED SUBSIDIARIES

Financial Statement Schedules

January 31, 1994

SCHEDULE VIII

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Reserves

YEAR ENDED JANUARY 31, 1994

IN THOUSANDS	BEGINNING BALANCE	ADDITIONS CHARGED TO PROFIT AND LOSS	ADDITIONS CHARGED TO OTHER ACCOUNTS	INCREASES (DECREASES)	ENDING BALANCE
Reserves deducted from assets in the balance sheet:					
Allowance for bad debts	$2,457	1,396	31 (1)	(1,819) (2)	$2,065
Allowance for cash discounts	150	-0-	-0-	27 (3)	177
Allowance for sales returns	191	-0-	-0-	575 (4)	766
Allowance for customer deductions	-0-	-0-	-0-	847 (5)	847
Allowance for co-op advertising	961	-0-	-0-	(242) (6)	719
TOTALS	$3,759	1,396	31	(612)	$4,574

YEAR ENDED JANUARY 31, 1993

IN THOUSANDS	BEGINNING BALANCE	ADDITIONS CHARGED TO PROFIT AND LOSS	ADDITIONS CHARGED TO OTHER ACCOUNTS	INCREASES (DECREASES)	ENDING BALANCE
Reserves deducted from assets in the balance sheet:					
Allowance for bad debts	$2,328	2,161	175 (1)	(2,207) (2)	$2,457
Allowance for cash discounts	166	-0-	-0-	(16) (3)	150
Allowance for co-op advertising	331	-0-	-0-	821 (6)	1,152
TOTALS	$2,825	2,161	175	(1,402)	$3,759

YEAR ENDED JANUARY 31, 1992

IN THOUSANDS	BEGINNING BALANCE	ADDITIONS CHARGED TO PROFIT AND LOSS	ADDITIONS CHARGED TO OTHER ACCOUNTS	INCREASES (DECREASES)	ENDING BALANCE
Reserves deducted from assets in the balance sheet:					
Allowance for bad debts	$2,172	2,102	71 (1)	(2,017) (2)	$2,328
Allowance for cash discounts	166	-0-	-0-	-0- (3)	166
Allowance for co-op advertising	400	-0-	-0-	(69) (6)	331
TOTALS	$2,738	2,102	71	(2,086)	$2,825

Note: Most subsidiaries and branches charge credit and collection expense directly to profit and loss. Adding such charges of $346,000 in 1994, $268,000 in 1993, and $237,000 in 1992 to the addition above, the total bad debt expense amounted to $1,742,000 in 1994, $2,429,000 in 1993, and $2,339,000 in 1992.

(1) Bad debt recoveries.
(2) Bad debt charged to reserve.
(3) Adjustment of allowance for estimated discounts to be allowed subsequent to period end on receivables at same date.
(4) Adjustment of allowance for sales returns to be allowed subsequent to period end on receivables at same date.
(5) Adjustment of allowance for customer deductions to be allowed subsequent to period end on receivables at same date.
(6) Adjustment of allowance for estimated co-op advertising to be allowed subsequent to period end on receivables at same date.

See Note 4 to the Consolidated Financial Statements included in Item 8.

SCHEDULE X

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Supplementary Profit and Loss Information
Years Ended January 31

IN THOUSANDS	1994	1993	1992
Maintenance and repairs	$ 5,356	$ 4,871	$ 4,699
Advertising	28,815	19,933	14,918

Exhibit(10)g

GENESCO INC.

MANAGEMENT INCENTIVE COMPENSATION PLAN

FISCAL YEAR ENDING JANUARY 31, 1995

1. PURPOSE.

The purpose of the Plan is to attract and retain key management employees of the Company, to provide them with competitive compensation more directly variable with performance, and to provide greater incentive for the achievement of specific corporate or Business Unit objectives.

2. AUTHORIZATION.

The board of directors of the Company on February 23, 1994 approved the Plan, which is effective only with respect to the Plan Year.

3. SELECTION OF PARTICIPANTS.

Participants shall be selected from among the full-time management employees of the Company who serve in key operational, administrative, professional or technical capacities and shall be approved by the Chief Executive Officer. Neither the Chairman nor the Chief Executive Officer shall be eligible to participate in the Plan.

4. PARTICIPANTS ADDED DURING PLAN YEAR.

A person selected for participation in the Plan after the beginning of the Plan Year will be eligible to earn a prorated portion of the award the participant might have otherwise earned for a full year's service under the Plan, provided the participant is actively employed as a participant under the Plan for at least 120 days during the Plan Year. The amount of the award, if any, earned by such participant shall be conclusively determined by the Chief Executive Officer based on the number of full months of the Plan Year during which the employee participated in the Plan and on such other criteria as the Chief Executive Officer deems relevant.

5. DISQUALIFICATION FOR UNSATISFACTORY PERFORMANCE.

Any participant whose performance is found to be unsatisfactory or who shall have violated in any material respect the Company's Policy on Ethical Business Conduct shall not be eligible to receive an award under the Plan. Any determination of unsatisfactory performance or of violation of the Company's Policy on Ethical Business Conduct shall be made by the Chief Executive Officer. Participants who are found ineligible due to unsatisfactory performance will be so notified in writing prior to October 31, 1994.

6. TERMINATION OF EMPLOYMENT.

A participant whose employment is terminated voluntarily or involuntarily, except by reason of death or voluntary retirement, prior to the end of the Plan Year shall not be eligible to receive an award under the Plan. A participant who voluntarily retires or the estate of a participant who dies during the Plan Year will be eligible to receive a prorated portion of the award the participant would have otherwise received for a full year's service under the Plan, provided the participant is actively employed as a participant under the Plan for at least 120 days during the Plan Year. The amount of any award payable to such retired participant or the estate of such deceased participant shall be conclusively determined by the Chief Executive Officer based on the number of full months of the Plan Year during which the retired or deceased employee participated in the Plan and such other criteria as the Chief Executive Officer may deem relevant. A participant who has received or is receiving severance pay at the end of the Plan Year shall be considered a terminated employee and shall not be eligible to receive an award under the Plan.

7. AMOUNT OF AWARDS.

Participants are eligible to earn cash awards of up to 15%, 30% 40%, 50%, 60% or 80% of Base Salary as specified by the Chief Executive Officer.

The amount of the award, if any, earned by each participant shall be based on achievement of (a) a Pre-tax Earnings goal of a Business Unit, Corporate Earnings goal or Adjusted Corporate Earnings goal, such Business Units and goals to be specified by the Chief Executive Officer, (b) under certain circumstances specified in this Section 7 below, an overall Footwear Pre-tax Earnings goal, Corporate Earnings goal or Adjusted Corporate Earnings goal and (c) certain other standards of performance. If the applicable minimum Pre-tax Earnings goals, Corporate Earnings goals or Adjusted Corporate Earnings goals are achieved, then the amount of the award earned by a participant shall be at least 5% of Base Salary, if he or she is a 30%, 40%, 50%, 60% or 80% participant, and at least 3% of Base Salary, if he or she is a 15% participant.

Subject to the limitations set forth in this Section 7 below, determination of awards payable to participants will be based (i) for a participant whose responsibilities are primarily of an operational nature, as determined by the Chief Executive Officer, 75% on achievement of a Business Unit Pre-tax Earnings goal and 25% on individual performance and (ii) for a participant whose responsibilities are primarily of a staff nature as determined by the Chief Executive Officer, 50% on achievement of the applicable Pre-tax Earnings or Corporate Earnings or Adjusted Corporate Earnings goal and 50% on achievement of departmental objectives or individual performance.

The applicable earnings goal shall be specified as a range which will serve as the basis for determining the minimum and maximum portion of a participant's award based on achievement of such goal.

None of that portion of a participant's award based on achievement of departmental objectives or individual performance shall be paid, unless some award based on the applicable earnings goal is payable to the participant, unless, upon recommendation of the Chief Executive Officer, the Compensation Committee approves payment of all or a part of any portion of the award to the participant based on outstanding individual performance or achievement of significant departmental objectives, notwithstanding the failure to achieve the applicable earnings goal.

No award shall be paid to a participant employed in a Footwear Business Unit if the combined Pre-tax Earnings of all Footwear Business Units are less than $13,000,000, unless the Pre-tax Earnings of the Business Unit on which such participant's award is based would result in a payment at least equal to half of the maximum award payable to such participant based on such Pre-tax Earnings. No award shall be paid to a participant employed in a corporate staff position if Corporate Earnings are less than $11,000,000. No award shall be paid to a participant employed in The Greif Companies or GCO Apparel Corporation if Corporate Earnings are less than $11,000,000.

Unless otherwise directed by the Compensation Committee, the annual business plan approved by the Company's board of directors for purposes of the Plan shall be the principal factor considered by the Chief Executive Officer in specifying the applicable goals. In order to fairly and equitably reward outstanding performance, the Compensation Committee may adjust the operating results of any Business Unit or of the Company for purposes of the Plan to reflect unusual or nonrecurring charges or credits to income, changes in accounting principles and other factors not taken into consideration in establishing the applicable goals.

In the event of a significant change in the responsibilities and duties of a participant during the Plan Year, the Chief Executive Officer shall have the authority, in his sole discretion, to terminate the participant's participation in the Plan, if such change results in diminished responsibilities, or to make such changes as he deems appropriate in (i) the maximum cash award the participant is eligible to earn, (ii) the participant's applicable goal and other standards of performance and (iii) the period during which the participant's monthly base salary payments are to be taken into account in determining the participant's Base Salary.

8. PAYMENT OF AWARDS.

Any awards payable under the Plan (including awards with respect to participants who die or voluntarily retire during the Plan Year) will be made in cash, net of applicable withholding taxes, as soon as reasonably practicable after the end of the Plan Year, but in no event prior to the date on which the Company's audited financial statements for the Plan Year are reviewed by the audit committee of the Company's board of directors.

9. PLAN ADMINISTRATION.

The Chief Executive Officer shall have final authority to interpret the provisions of the Plan. Interpretations by the Chief Executive Officer which are not patently inconsistent with the express provisions of the Plan shall be conclusive and binding on all participants and their designated beneficiaries. It is the responsibility of the Director-Compensation (i) to cause each person selected to participate in the Plan to be furnished with a copy of the Plan and to be notified in writing of such selection, the applicable goals and the range of the awards for which the participant is eligible; (ii) to cause the awards to be calculated in accordance with the Plan; and (iii) except to the extent reserved to the Chief Executive Officer or the Compensation Committee hereunder, to administer the Plan consistent with its express provisions.

10. NON-ASSIGNABILITY.

A participant may not at any time encumber, transfer, pledge or otherwise dispose of or alienate any present or future right or expectancy that the participant may have at any time to receive any payment under the Plan. Any present or future right or expectancy to any such payment is nonassignable and shall not be subject to execution, attachment or similar process.

11. MISCELLANEOUS.

Nothing in the Plan shall interfere with or limit in any way the right of the Company to terminate any participant's employment or to change any participant's duties and responsibilities, nor confer upon any participant the right to be selected to participate in any incentive compensation plans for future years. Neither the Chief Executive Officer, the Director-Compensation, nor the Compensation Committee shall have any liability for any action taken or determination made under the Plan in good faith.

12. DEFINITIONS.

"ADJUSTED CORPORATE EARNINGS" means Corporate Earnings excluding the Pre-tax Earnings of The Greif Companies and GCO Apparel Corporation.

"BASE SALARY" means the sum of the monthly base salary payments actually paid to a participant during the twelve-month period ending January 31, 1995, plus the amount of any salary reductions made by the participant under a salary reduction plan qualified under section 401(k) of the Internal Revenue Code and any salary reduction elections made by the participant under a cafeteria plan as defined in section 125(d) of the Internal Revenue Code, but excluding all employee benefits, optional executive benefits and all other perquisites or fringe benefits paid to or on behalf of the participant.

"BUSINESS UNIT" means any of the Company's business units, which include (i) Footwear, (ii) The Greif Companies, (iii) GCO Apparel Corporation or (iv) any one, or any combination of two or more, of the profit centers which comprise Footwear, The Greif Companies and GCO Apparel Corporation.

The "CHAIRMAN" means the chairman of the Company.

The "CHIEF EXECUTIVE OFFICER" means the chief executive officer of the Company.

The "COMPANY" means Genesco Inc.

The "COMPENSATION COMMITTEE" means the compensation committee of the board of directors of the Company.

"CORPORATE EARNINGS" means the consolidated pre-tax earnings of the Company for the Plan Year determined in accordance with generally accepted accounting principles as reported in the audited financial statements of the Company for the Plan Year contained in the Company's report to shareholders for such Plan Year, excluding accrual for any cash awards payable under the Plan.

The "DIRECTOR-COMPENSATION" means the director-compensation of Genesco Inc.

The "PLAN" means this Management Incentive Compensation Plan for the Plan Year.

"PLAN YEAR" means the fiscal year of the Company ending January 31, 1995.

"PRE-TAX EARNINGS" of a Business Unit means the pre-tax earnings or loss of such Business Unit as determined for corporate internal reporting purposes, excluding accrual for any cash awards payable under the Plan but including any additional interest expense assessed based on average assets employed.

EXHIBIT (10)I

==

NATIONAL AGREEMENT

BETWEEN

CLOTHING MANUFACTURERS ASSOCIATION OF
THE UNITED STATES OF AMERICA

AND

AMALGAMATED CLOTHING AND TEXTILE
WORKERS UNION

==========

DATED AS OF OCTOBER 1, 1993

==

CLOTHING MANUFACTURERS ASSOCIATION OF
THE UNITED STATES OF AMERICA, INC.
1290 AVENUE OF THE AMERICAS, NEW YORK N.Y., 10104

OFFICERS AND DIRECTORS

Homi B. Patel..President
Richard Seitchik...................................Vice President
Sidney Kraines...Treasurer
B. G. Cox..................................Chairman of the Board
Harvey J. Weinstein.....................Co-Chairman of the Board
Robert A. Kaplan.....................Executive Director/Secretary
Bernard Ferster... Counsel

HONORARY DIRECTORS
John D. Gray
Lawrence W. Ward
John R. Meinert

BOARD OF DIRECTORS

Dino Bonacasa.............................Dino Clothing Co.,Inc.
Thomas Bowles....................Intercontinental Branded Apparel
Robert Brier.........................Riverside Manufacturing Co.
Joseph Dixon...................................Brooks Bros.,Inc.
J. Paul D'Alonzo..........................D'Alonzo-Lancaster, Inc.
Jean F. DeJaegher..........................The Joseph & Feiss Co.
Chrys Fisher......................................Oxxford Clothes
James F. Haneschlager.............................Calvin Clothing
Walter B.D. Hickey, Jr..........................Hickey-Freeman Co.
Kenneth A. Hoffman..........................Hart Schaffner & Marx
Edward S. Kaminow..............................West Mill Clothes
Malcolm Katzen....................................Oakloom Clothes
Andrew Kozinn.................................Saint Laurie, Ltd.
Charles A. Krieger...................................... Augustus
Steven Kurtzman...........................American Fashion, Inc.
Paul Kussell................................Shepard Clothing Co.
Douglas A. Mieden............................Hilton Clothes, Inc.
Ronald T. Monford.................................Palm Beach Co.
Irving J. Neuman...............................Haas Tailoring Co.
Mitchel Nichnowitz..........................The 500 Fashion Group
David N. Pincus.............................Pincus Bros.-Maxwell
Stephen R. Saft..................................Jacob Siegel Co.
Bradley Silver..............................Bradley Scott Clothes
James J. Stankovic............................J. Schoeneman, Inc.

MARKET ASSOCIATION EXECUTIVE SECRETARIES:

Sidney Orenstein...............................N.Y.Clo.Mfrs.Assn.
Joel J. Sternberg............................Phila.Clo.Mfrs.Assn.

CLOTHING MANUFACTURERS ASSOCIATION OF
THE UNITED STATES OF AMERICA, INC.

MEMBERS OF THE NEGOTIATING TEAM

Homi B. Patel, Chairman

Thomas Bowles	Jack Hollander
David Corbin	Ronald T. Monford
Jean F. DeJaegher	Mitchel Nichnowitz
Bruce Fishberg	Kenneth Osborne
James F. Haneschlager	David N. Pincus

AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION
15 UNION SQUARE WEST
NEW YORK, NEW YORK 10003

Jack Sheinkman President	Arthur R. Loevy Secretary-Treasurer	Bruce Raynor Executive V.P.

VICE PRESIDENTS

John Alleruzzo	Noel Beasley
Clayola Brown	Anthony Constanza
Ed Clark	Olga Diaz
Jean-Marc Couture	Bruce Dunton
John Fox	Nick Hambas
Arthur Hoover	John Hudson
James A. Johnson	Richard MacFadyen
Andrew Mattey	Frank Nicholas, Jr.
Carmen Papale	Amanda Stevens
Joan Suarez	Jim Walraven

Office of the General Counsel

George Kirschenbaum
Deputy General Counsel

CONTENTS

A. MAIN AGREEMENT (pages 1 - 27)

AGREEMENT dated as of October 1, 1993, between the CLOTHING MANUFACTURERS ASSOCIATION OF THE UNITED STATES OF AMERICA, on behalf of itself and each of its members, here-inafter referred to as the "Association" (a member of the "Association" being hereinafter referred to as the "Employer"), and the AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION on behalf of its joint boards and/or local unions, hereinafter collectively referred to as the "Union".

WHEREAS the members of the Association and the Union are parties to collective bargaining agreements dated as of October 1, 1990, and the parties have requested modification of certain of the provisions of the said agreements, and

WHEREAS the parties have reached agreement, and

WHEREAS the parties desire that the provisions herein-after set forth in the instant agreement shall be incorp-orated in all new agreements to be entered into between the Union and members of the Association and/or market associa-tions of members of the Association by appropriate provision in such agreements, each of which new agreements is herein-after referred to as the "Agreement".

NOW, THEREFORE in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I

COVERAGE:

The term "Employee" as used in each of the agreements to be executed by and between each market association, if any, and/or individual Employer and each Joint Board or local union shall include all production and maintenance employees of each individual Employer with such additions and deletions as shall be mutually agreed to between the individual Employer and each Joint Board and/or local union, providing however, that the term "Employee" shall not include Executives, Supervisors, Administrative, Professional, confidential or payroll employees or Guards as defined by the National Labor Relations Act, as amended.

II

UNION RECOGNITION:

A. The Employer recognizes the Union as the exclusive collective bargaining agent for his employees with reference to wages, hours and working conditions.

B. The Employer shall recognize and deal with such representatives of the employees as the Union may elect or appoint and shall permit such representatives elected or appointed by the Union to visit his plant at any time during working hours in accordance with existing rules.

C. The Employer agrees to make available to the Union such payroll and production records as the Union may reasonably require as the collective bargaining agent and/or contracting party hereunder.

III

TRIAL PERIOD:

The term "trial period" for new employees as used in each of the agreements to be executed by and between each market association, if any, and/or individual Employer and each joint board or local union shall continue to be defined as provided in their most recent agreements. No trial period, however, may exceed six (6) weeks.

IV

UNION SECURITY:

In the manner and to the extent permitted by law, membership in the Union on completion of the trial period of each new employee or on and after the thirtieth day following the actual effective date of this Agreement, whichever is later, shall be required as a condition of employment of each employee; in the event that the trial period is less than thirty (30) days, membership of new employees shall not be required until thirty (30) days after the date of hire; all employees who are now members or hereafter become members of the Union shall, as a condition of continued employment, remain members during the term of this Agreement to the extent permitted by law.

The provisions of this paragraph shall not apply in any State where such provision is contrary to the law thereof.

V

WAGES:

A. Wage Increases:

1. Time Rate Employees:

(a) Effective October 4, 1993, the Employer shall grant a wage increase of twenty (20) cents per hour to all time rate employees.

(b) Effective October 3, 1994, the Employer shall grant a wage increase of ten (10) cents per hour to all time rate employees.

2. Piece Rate Employees:

(a) Effective October 4, 1993, the Employer shall incorporate into all existing piece rates a wage increase of twenty (20) cents per hour.

(b) Effective October 3, 1994, the Employer shall incorporate into all existing piece rates a wage increase of ten (10) cents per hour.

3. In the event an employee is regularly and formally scheduled to work more or less than forty (40) hours per week, or more or less than thirty-six (36) hours per week in the case of cutters in those markets where cutters uniformly have a regular work week of thirty-six (36) hours per week, the payments in paragraphs 1 and 2 above shall be adjusted pro rata.

B. Wages shall be paid in accordance with the schedule of wage rates except that such schedule may be modified as expressly provided in this Agreement. In the event that an Employer has not heretofore incorporated a cost of living bonus into the piece rates he shall continue to have the right to do so.

C. In the event that any of the operations of the Employer are changed or new operations are added, piece rates for such operations shall be mutually agreed upon between the Union and the Employer and shall become effective as of the time that such operation is changed or new operation begun. The new piece rates shall maintain the average earnings of the employees prevailing at the time that the operation is changed or new operation begun. It is understood that the phrase "maintain the average earnings of the employees" refers to maintaining the average earnings of the section, and not to individual employees within the section.

D. If an employee is temporarily transferred from one job or operation to another at the request of the Employer, he shall, while working on the job or operation to which he has been transferred, be paid his average earnings prevailing at the time of the transfer. The conditions to apply upon permanent transfer shall be mutually agreed upon by the Employer and the Union at the time of such transfer.

E. Minimum Guarantee: No employee shall receive less than 25 cents per hour above the then applicable federal or state minimum wage rate (whichever is higher) upon the completion of the employee's trial period. This provision shall not supersede or be substituted for locally negotiated higher time or piece rate minimums heretofore existing.

F. Various special arrangements have been negotiated with respect to the dates upon which wage increases became effective, the dates concerning the vacation periods and pay, holiday pay, and call in pay for those members of the Clothing Manufacturers Association of the USA who are "Tailors-To-The-Trade". Because of the varying practical considerations as they apply to the Tailors-To-The-Trade, it is agreed that these issues shall be reserved for adjustment by the individual firms and the Locals and/or Joint Boards concerned, by mutual agreement.

VI

HOURS OF WORK:

A. Regular Work Week: The regular hours of work for all employees shall be eight (8) hours in any one day, from Monday to Friday inclusive. The time when work shall begin and end each day shall be agreed upon by the Employer and the Union.

B. Overtime: Time and one-half shall be paid for all work outside the regular daily hours. No work shall be performed on a Saturday except by mutual agreement of the parties. Time and one-half shall be paid for all work performed on Saturday irrespective of the number of hours worked during the week. No work shall be performed on a designated holiday except by mutual agreement of the parties and, if agreed upon, at double time. Overtime pay for work on a designated holiday shall be in addition to holiday pay to which the employee is entitled pursuant to the paragraph dealing with holidays.

C. Notice of Overtime: The Employer agrees to give reasonable notice to the employees and the appropriate union shop committee representative when overtime is to be worked.

D. Where operating engineers, firemen, oilers or watchmen are required to work on holidays or Saturdays which fall during their regular work week, the question of the rate of pay for work performed on such holidays or Saturdays by such employees is referred for negotiation to each market association, if any, and/or individual Employer and each joint board or local union.

E. It is the intent of this Article VI that where it has been the actual past practice to pay overtime after a work week of forty (40) hours such practice shall continue.

VII

VACATIONS:

A. Vacation Period: It is mutually agreed that there shall be the following vacation periods for employees entitled to vacation pay as hereinafter provided.

1. The Summer Vacation Period shall be two consecutive weeks beginning with the last full week in the month of July in each year unless the Individual Employer and the Joint Board and/or Local Union mutually agree upon some other two consecutive weeks during the summer months.

2. The Christmas Vacation Period which shall be the week in which Christmas Day falls in each year.

3. Fourth Week of Vacation: Any employee with 20 years, or more, of employment with an Employer or predecessor employers is entitled to a fourth (4th) week of paid vacation to be taken during the ensuing twelve (12) month period following the date that the employee reaches 20 or more years of employment. The schedule of vacations by section shall be fixed by mutual agreement with the Union in accordance with the needs of production. Individual employees may bid for an available week in order of section seniority or such other rotational system as mutually agreed to with the Union. If mutually agreed to with the Union at the local level, an employee may elect to work during the employee's week of vacation at straight time in addition to vacation pay. The amount of time off and pay shall be he same as the preceding Winter vacation.

4. In the event that a paid holiday falls within the vacation period, employees entitled to holiday pay shall be entitled to such holiday pay in addition to vacation pay hereinafter provided.

B. Eligibility and Pay for Employees Employed Prior to October 1, 1985:

1. For the Summer Vacation Period

(a) All employees who have been on the payroll of the Employer for at least six (6) months prior to the commencement of the Summer Vacation period and, except as hereinafter provided, who are on such payroll at the commencement of the Summer Vacation Period are eligible for a paid vacation.

(b) The amount of each employee's vacation pay for the Summer Vacation Period shall be determined in the manner set forth in this subparagraph. If the employee has been on the payroll of the Employer:

(i) Six (6) months but less than nine (9) months, he shall receive one-half of one week's pay,

(ii) Nine (9) months but less than one (1) year, he shall receive three-fourths of one week's pay,

(iii) One year or more, he shall receive two (2) week's pay.

(c) (i) First Week: In the case of hourly and weekly employees, one week's pay shall be the employee's current regular weekly rate. In the case of piece work employees, one week's pay shall be forty (40) times the individual employee's straight time average hourly earnings for the four (4) consecutive busiest weeks of the current vacation year beginning June 1st in the previous calendar year and ending May 31st in the current vacation year including the full amount of the wage increase paid on October 4, 1993 and October 3, 1994, as applicable. If an employee did not work in each of said four (4) weeks, his vacation pay shall be forty (40) times his straight time average hourly earnings for the four (4) busiest consecutive weeks of the vacation year in which he did work all four (4) weeks including the full amount of the wage increase paid on October 4, 1993 and October 3, 1994, as applicable.

(ii) Second Week: An eligible employee who has worked not less than 1000 hours in the 12 months beginning June 1st in the previous calendar year and ending May 31st in the current vacation year shall receive for his second week's vacation pay the same amount as the employee's vacation pay for the first week.

For eligible employees who worked less than 1000 hours during the entire aforesaid twelve (12) months period, the second week's vacation pay shall be two and one-half per cent (2-1/2%) of the employee's straight time earnings in the twelve (12) months beginning June 1st in the previous calendar year and ending May 31st in the current vacation year.

2. For the Christmas Vacation Period

(a) All employees who have been on the payroll of the Employer one year or more prior to December 1st and, except as hereinafter provided, who are on such payroll at the commencement of the Christmas Vacation Period are eligible for a paid Christmas vacation.

(b) The amount of each employee's vacation pay for the Christmas Vacation Period shall be determined in the manner set forth in this subparagraph:

(i) an employee who has worked not less than 1000 hours in the entire aforesaid twelve (12) months period,

(a) if an hourly or weekly employee, he shall receive his current rate less three-quarters of the wage increase paid on October 4, 1993 or October 3, 1994, as applicable.

(b) if a piece work employee, he shall receive forty (40) times his straight time average hourly earnings for the four (4) consecutive busiest weeks of the current vacation year, beginning December 1st in the previous calendar year and ending November 30th in the current vacation year, which average hourly earnings shall be adjusted by three-quarters of the wage increase paid on October 4, 1993, or October 3, 1994, as applicable.

(ii) an employee who worked less than 1000 hours in the entire aforesaid twelve (12) months period shall receive two and one-half per cent (2-1/2%) of his straight time earnings in the twelve (12) months beginning December 1st in the previous calendar year and ending November 30th in the current vacation year.

C. Eligibility for Employees Employed After October 1, 1985:

Each employee hired by the Employer on or after October 1, 1985 shall receive vacations with pay in accordance with the following requirements:

(i) On completion of 1 year of service, 1 week vacation at the next ensuing regularly scheduled vacation period (either winter or summer, whichever comes first).

(ii) On completion of 2 years of service, 2 weeks of summer vacation except that an employee who first becomes eligible for 2 weeks of vacation prior to the winter vacation shall receive one week of winter vacation and one week of summer vacation.

(iii) On completion of 3 years of service, 2 weeks of summer vacation and one week of winter vacation.

Time off and pay for each week's vacation shall be determined by the applicable provisions of the existing agreement with respect to the employee's working time during the year.

D. General Conditions:

1. An employee otherwise eligible for a paid vacation shall not be deemed ineligible because of the fact that he is temporarily laid off or ill at the commencement of the vacation period. The Impartial Chairman is expressly empowered to determine in accordance with the arbitration procedure provided in this Agreement whether an employee, discharged prior to the commencement of a vacation period but otherwise eligible for a paid vacation, shall be entitled to vacation pay.

2. An employee who has been in the employ of the Employer a sufficient length of time to have earned a paid vacation as herein set forth but whose employment has been terminated because of termination of business or the closing of a plant, shall be entitled to vacation pay pro-rated as of the date of termination of employment.

3. Vacation pay as hereinabove provided shall be paid on the pay day immediately preceding the applicable vacation period.

4. Where an employee has been permanently and formally scheduled to work less than the regular work week for his operation the eligibility and vacation pay schedule for such employee shall be adjusted pro-rata. The 1000 hours requirement contained in paragraph B above shall be similarly pro-rated.

5. Retired and Permanently Disabled Employees:

Employees who, during any vacation year, retire under the terms of the Amalgamated Pension Plan or receive Federal Old Age Social Security Retirement Benefits, or become totally and permanently disabled so as to become eligible for and subsequently receive disability insurance benefits pursuant to the Social Security Act, as amended, shall receive pro-rata vacation pay for the vacation year, measured from the commencement of the preceding vacation periods, summer, Christmas, and, where applicable, the fourth week, to the date last worked. The vacation pay herein provided shall be paid upon presentation to the Employer of the Certificate of Eligibility issued by the Amalgamated Insurance Fund or the Certificate of Award issued by the Social Security Administration, as appropriate.

6. It is agreed and understood that for Tailors-To-The-Trade the Christmas Vacation Period shall be either Christmas Week (as provided in Article VII A (2) or New Year's Week as mutually agreed by and between the Tailors-To-The-Trade and the Union.

7. Anything to the contrary notwithstanding contained in this Article VII, the Union shall have the right to present to the Employer the question of vacation pay for the Christmas vacation period on behalf of an employee who does not qualify for same because he was employed after December 1st but prior to Christmas Day during the previous calendar year. If agreement between the Union and the Employer is not reached the Impartial Chairman is expressly empowered to settle said matter.

8. For the purposes of Section B and C, employees who have completed a probationary period with an employer in contractual relations with the Union and who have been unemployed because of layoff or plant closing and are reemployed in the same local market within one year of loss of employment shall receive credit for each year of employment with the prior employer.

VIII

HOLIDAYS:

A. 1. Subject to Paragraph F, all employees shall be entitled to the following eleven (11) holidays with pay:

New Year's Day Thanksgiving Day

Friday after Thanksgiving Day

15

The National Observance of Martin Luther King, Jr's. Birthday	Christmas Day
Washington's Birthday	Last Weekday Prior to the Commencement of Christmas Vacation
Memorial Day	
July 4th	Good Friday or Washington's Birthday
Labor Day	

2. The Employer and the Joint Board and/or Local Union may by mutual agreement substitute other holidays for one or all of the following holidays:

Washington's Birthday

Memorial Day

Last weekday prior to the commencement of Christmas vacation

Good Friday *

* If Washington's Birthday or Good Friday, or both, are not celebrated in the market, the day celebrated for the day shall be subject to this paragraph.

3. All such holidays shall be paid for irrespective of the day of the week on which the holiday falls.

Should any of the above holidays fall on Sunday, the day celebrated as such shall be considered the holiday.

B. In the case of hourly and weekly employees, the pay for each holiday shall be one-fifth (1/5) of the employee's current regular weekly rate. In the case of piece workers the employee's pay for each holiday shall be eight (8) times the employee's straight time average hourly earnings as such earnings were computed for the purpose of determining the first week's vacation pay for the Summer Vacation Period immediately preceding such holiday.

C. Notwithstanding the provisions of this paragraph, it is understood that holiday pay shall not be paid any employees if the Employer's factory is shut down in all his manufacturing departments for five (5) consecutive weeks as follows:

1. The entire two (2) weeks immediately preceding the week in which such paid holiday occurs; and

2. The entire week during which such paid holiday occurs; and

3. The entire two (2) weeks immediately following the week in which such paid holiday occurs.

D. Any worker who is absent without reasonable excuse on the work day before or the work day after a holiday shall not be entitled to holiday pay.

E. Tandem or Consecutive Holidays: The "day before and after" rule shall apply to all holidays with the exception that should separate holidays fall either simultaneously or successively, an employee absent (without reasonable cause as heretofore defined) either the day before or the day after shall lose only one of the holidays. In the event an employee is absent (without reasonable cause as heretofore defined) both the day before and the day after, the employee shall lose holiday pay for all intervening holidays.

F. Trial Period, Intervening Holidays: If a holiday falls within the initial trial period, the employee shall receive his holiday pay on the first full pay period following the successful completion of the trial period. If the employee does not complete the initial trial period for any reason no holiday pay is payable. This paragraph shall not apply to employees who have completed their initial trial period with any employer in contractual relations with the Union.

IX

EQUAL DIVISION OF WORK:

During any slack season or whenever there is insufficient work, the available work shall be divided, insofar as is practicable, equally among all regular employees of the Employer in order that continuity of employment may be maintained unless the Employer and the Union shall mutually agree upon a layoff and the conditions applicable thereto.

It is understood that this clause has been mutually interpreted to provide for seniority of the employee as the basis for layoff and this interpretation has been reflected in local agreements.

X

PAYMENT OF WAGES AND CHECKOFF:

A. The Employer agrees that he shall pay his employees on a prescribed day in each week.

B. The Employer shall deduct from the wages of his employees upon written authorization of the employees, union dues, initiation fees and assessments. The amounts deducted pursuant to such authorization shall be transmitted at int-ervals to the properly designated official of the Union, to-gether with a list of names of the employees from whom the deductions were made on forms to be provided by the Union. Sums deducted by the Employer as union dues, initiation fees or assessments shall be kept separate and apart from the general funds of the Employer and shall be deemed trust funds. The aforesaid intervals are to be fixed by each market association, if any, and/or individual Employer and each joint board or local union.

XI

INSURANCE:

A: The Employer agrees to contribute sums of money equal to a stated percentage of his payroll to The Amalgamated Insurance Fund (social insurance and retirement), as provided in Exhibit I annexed hereto, the terms and provisions of said Exhibit I being specifically incorporated hereby by reference.

B: The Employer agrees to provide checkoff of voluntary contributions for any employee who elects participation in the "National Plus" program as now maintained by the Union under the Textile Fund Program.

XII

MACHINE-DOWN TIME AND WAITING TIME:

An employee paid on a piece rate basis who is required to wait for work due to machine breakdown beyond his control shall be compensated at the rate of the employee's average hourly earnings for all such waiting time in excess of fifteen minutes (15) minutes per day. An employee paid on a piece rate basis who is required to wait for work due to cause beyond his control other than for machine breakdown shall be compensated at the rate of the employee's average hourly earnings for all such waiting time in excess of thirty (30) minutes per day. However, in no event will the combined unpaid machine down time and waiting time exceed thirty (30) minutes per day. Any employee who finds it necessary to wait for work shall, on each such separate occasion, notify his immediate supervisor both at the beginning and end of such waiting period. Payment for waiting time shall cover only such time as follows such notification. The Employer may transfer such employees to another machine or job during waiting time. When transferred to another machine during machine down time, on the same job, the employee will be paid piece rate earnings. In addition to the grievance and arbitration procedure set forth in Paragraph A of Article XXI of this Agreement any dispute or question as to the interpretation of this Article may be referred to the national office of the Association and the Union.

XIII

REPORTING PAY:

Employees who report for work at their regular starting time, or at such other hour designated by the Employer, shall be paid their established time or piece rate earnings for all work performed between the hour they report for work and the hour that they are dismissed, but in no event shall they be paid less than six (6) hours, or four (4) hours on Saturday. This clause shall not apply in the event of power failure, fire or other cause over which the Employer has no control. In the case of the first five (5) hours of call in pay, failure of other employees to report for work shall be considered cause over which the Employer has no control only if an emergency arises which it could not foresee and it had taken adequate steps to train and provide relief workers. Excessive absenteeism shall relieve the Employer of the obligation to pay the sixth hour of call in pay.

XIV

BEREAVEMENT PAY:

A. An employee who has been on the payroll of the Employer for six (6) months or more shall be granted bereavement pay in the event of a death in the immediate family of the employee.

B. The immediate family is defined as father, mother, grandfather, grandmother, sister, brother, spouse, children, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

C. Bereavement pay shall be based on the employees' daily time or piece rate earnings as established for the purpose of holiday pay.

D. Bereavement pay shall be paid for the day before, the day of and the day following the funeral, when these days fall on days the employee would otherwise have worked. In the event that the death occurs outside the United States and notice thereof does not reach the employee until after the funeral, Bereavement Pay shall be paid for the three (3) days following receipt of notice provided that such days are days on which the employee would otherwise have worked.

E. No bereavement pay will be granted unless the employee notifies the Employer and requests leave. At his discretion, the Employer may require evidence of death and kinship.

XV

CIVIL RIGHTS:

1. The Employer and the Union shall not discriminate nor perpetuate the effects of past discrimination, if any, against any employee or applicants for employment on account of race, color, religion, creed, sex, or national origin. This clause shall be interpreted broadly to be co-extensive with all federal, state or local anti-discrimination laws and, where available, judicial interpretations thereof.

2. Representatives of the Employer and the Union shall meet to review compliance with this provision and to mutually agree upon such steps as are necessary to achieve compliance. If, upon failure to so mutually agree, either party invokes the arbitration procedures of this Agreement to resolve the dispute, the Impartial Chairman shall fashion his award to grant any and all relief appropriate to effectuate this Article.

XVI

UNION LABEL:

The Employer agrees to affix copies of the label of the Amalgamated Clothing and Textile Workers Union to men's and boys' clothing including, without limitation, single pants manufactured by the Employer or by registered Union con-tractors in behalf of the Employer, all as provided in Exhibit II annexed hereto, the terms and provisions of said Exhibit II being specifically incorporated herein by reference. In addition thereto, the Employer agrees that the size ticket placed on each garment shall contain a legend to the effect that the same is manufactured by ACTWU Union labor.

The exact wording to be affixed on the size ticket shall be set by mutual agreement between the Clothing Manufacturers Association of the USA and the International Union.

XVII

MILITARY SERVICE:

In the event that an employee enlists or is conscripted into the Armed Forces of the United States of America or is called into service as a member of the National Guard or Army, Navy, Air Force or Marine Corps Reserves, he shall, upon his discharge from service, be reinstated with all his rights and privileges enjoyed by him at the time he entered service; provided, that he shall request such reinstatement within the period fixed by law and provided that the Employer shall have the right to discharge any person whom he hired by reason of the entry into military service of the person to be reinstated.

XVIII

OTHER FACTORIES AND CONTRACTORS; OUTSOURCING

Part one - other factories and contractors:

A. During the term of this Agreement the Employer agrees that he shall not, without the consent of the Union, remove or cause to be removed his present plant or plants from the city or cities in which such plant or plants are located.

B. During the term of this Agreement the Employer may with the consent of the Union manufacture garments or cause them to be manufactured for his own business use in a factory other than his present factory or factories provided his factory or factories have and continue to have full employment and provided further that such other factory or factories are under contract with the Union.

C. The Employer further agrees that he shall send work only to such Union contractors designated by agreement of the parties herein. The Employer emp1oying contractors agrees simultaneously with the execution of this Agreement to execute a contractor registration statement, the terms and conditions of which shall be specifically incorporated herein by reference.

D. It is agreed that imports other than corduroy clothing not made in Union shops, are within the scope of Article XVIII. The Employer shall notify the Union of its intentions as to such corduroy clothing, and the quantities involved and shall make available to the Union all pertinent documentation involved in such transaction. In the event corduroy clothing becomes an important production item in shops under contract with the Union, this exception to Article XVIII shall be subject to renegotiation upon reasonable notice from the Union, then existing commitments shall not be interfered with.

Part two - outsourcing:

A. Permissible outsourcing

During the term of this agreement and subject to all of the conditions contained herein the Employer shall be permitted to outsource no more than 10% of its current contract year's production. The remaining 90% is to be manufactured in its facilities covered by this agreement. Outward processing production (known as "807" or 807 A" production) will be defined as outsourced products. Further, outsourcing will not excuse the participating firm from making needed investment in its domestic facilities and equipment. Any Employer who outsources hereby commits to invest in improved physical plant, equipment and EDI systems in its own facilities.

B. Notification

The Employers must give the Union advance notification of its planned outsourcing. Said notification shall include:

1. The number and types of units the Employer plans to outsource:
2. The reasons why the outsourcing is planned;
3. Name & location of the source

The Union shall have the opportunity to find a suitable alternative source within one week of said notice.

C. Guarantees

If, during the term of this agreement, an Employer outsources more than an experimental level of production it shall, for each contract year during which it outsources, guarantee that its current full time employees work at least 1470 hours, in addition to vacations and holidays during said contract year. An experimental level of production is defined as the greater of 1000 units or 2% of the domestic production in the preceding contract year to a maximum of 3000 units.

For the purpose of this Agreement, a suit or overcoat/topcoat should count as 1 unit; a coat as 2/3 of a unit; a pair of pants as 1/3 of a unit and a vest as 1/6th of a unit.

Such hours as are not worked (1) at the option of the employee or because the employee is not available for employment, (2) because of power failure, fire or other cause over which the firm has no control as defined in the Reporting Pay provision of the Collective Bargaining Agreement (but not including short time for lack of sales), and (3) hours otherwise compensated for pursuant to the firm's Collective Bargaining Agreement with the Union, shall be counted toward fulfilling the guarantees.

For each unit outsourced pursuant to this Agreement, the Employer shall pay $1.00 per unit divided among all of the employees of the Employer on the payroll as of the beginning and the end of the contract year, as a holiday bonus, not later than December 15 following the end of each contract year for which the employer is required to make such payments pursuant to the outsourcing agreement. This payment, if the employee so elects, may be made by the Employer to the National Plus 401(K) program which will make such arrangements as are necessary to receive said payments.

An Employer electing to participate in an outsourcing program shall so notify the Joint Board Manager and the Union's International President with respect to the planned outsourcing by certified mail, RRR. The Union's one week period to fins a suitable alternative to the outsourcing shall begin to run upon earliest receipt of that notice. All reports and information required by the National Agreement with respect to the outsourcing program shall be made to the Joint Board Manager and to the Union's International President.

D. shipping

The Firm shall receive and ship all units subject to this Article only in facilities under contract with the union.

E. Records

The Union shall be provided such records as are required to monitor compliance with the terms of this Article, in addition to all other rights with respect to inspection of records guaranteed to it under the Collective Bargaining Agreement. The information shall be kept confidential. Any breach of such confidentiality shall terminate the right of the Union to examine such records upon the decision of an arbitrator that the union did indeed breach the confidentiality agreement.

F. Continuation of Contracting

Unless the Employer brings work, that had been performed by its existing contractors, into its facilities covered by this agreement, it shall during any contract year in which it outsources production continue to supply work to contractors at such levels as supplied in the previous year. Contractors shall include all contractors of shoulder pads, coats fronts, sponging and examining, to the extent now contracted. The measure of damages payable to the Union for failure to supply the amount of work required by the preceding sentence shall be that applied to other violations this article.

G. Damages

Claims that any Employer is in violation of this Article shall be resolved through the grievance and arbitration provisions of this Agreement. If the Arbitrator finds that the Employer has violated this Article by outsourcing in excess of the limits set forth herein, the Arbitrator shall impose damages equal to one and one half times the unit labor cost of these outsourced units in excess of the limit. Said damages shall be paid to the Joint Board that is party to an Agreement with the Employer for distribution to the affected employees.

STANDARDS:

It is agreed that all Employers will comply with the following work standards in any outsourcing:

Wages:

Companies will only do business with partners, contractors or other sources who provide wages and benefits that comply with any applicable law and provide a living wage defined as a specified market-basket of consumerism priced in local currency and adjusted for inflation in the country from which the product is being sourced.

Workinq Hours:

Companies will only do business with partners, contractors or other sources outside the United States that comply with all applicable laws and will not utilize a source who requires more than a 48 hour work week and does not provide at least one day off in each seven days.

Forced or Compulsory Labor:

In the manufacture of its products. Companies will not work with business partners that use forced or other compulsory labor, including labor that is required as a means of political coercion or as punishment for holding or for peacefully expressing political views. Companies will not purchase materials that were produced by forced prison of other compulsory labor and will terminate business relationships with any sources found to utilize such labor.

Child Labor

Companies will not work with business partners that use child labor. The term "child" generally refers to a person who is less than 14 years of age, or younger than age for completing compulsory education if that age is higher than 14. In countries where the law defines "child" to include individuals who are older than 14, Companies will apply that definition.

Freedom of Association:

Companies will use business partners that share a commitment to the right of Employees to establish and join organizations of their own choosing, and abide by international standards as specified by the ILO regarding freedom of association.

Companies will assure that no employee is penalized because of his or her exercise of this right. Companies recognize and respect the right of all employees to organize and bargain collectively, and to strike.

Discrimination:

Companies will not use business partners who discriminate on the basis of personal characteristics rather than people's ability to do the job. They will not utilize partners who use corporal punishment or other forms of mental or physical coercion.

Safe and Healthy Work Environment:

Companies will have business partners that provide employees a safe and healthy workplace and that do not expose workers to hazardous conditions.

Continued Violators:

If the Union determines that countries or companies have repeatedly violated the foregoing work standards or are pervasive violators of human rights, it shall notify the Employer and give it 60 days to remedy the violations. If the union chooses it may take the alleged violations to binding expedited arbitration. If the union proves its case, the company shall cease to contract with that country or company.

Monitoring

Employers and the ACTWU shall periodically monitor the compliance of their contractors/suppliers with the above standards and reports of this monitoring will be made available to the other party.

XIX

HOME WORK:

None of the Employer's work may be performed in the homes of the employees.

XX

DISCHARGES:

No employee covered by this Agreement shall be discharged without just cause. The Union shall present all complaints of discharge without just cause to the Employer within seven (7) days after the discharge. If the complaint cannot be adjusted by mutual consent, it shall forthwith be submitted to the Impartial Chairman designated in each local or market agreement for determination pursuant to the procedure provided. The Impartial Chairman shall issue his decision and award within seven (7) days from the conclusion of the hearing and the discharge in dispute. If the Impartial Chairman finds that the employee was discharged without just cause, he shall order reinstatement and may require the payment of back pay in such amount as in his judgment the circumstances warrant. This paragraph shall not apply to an employee during his trial period.

XXI

GRIEVANCE AND ARBITRATION PROCEDURE:

A. Any complaint, grievance or dispute arising under, out of or relating directly or indirectly to the provisions of an agreement between each market association, if any, and/or individual Employer and each joint board or local union, or the interpretation or performance thereof, shall in the first instance be taken up for adjustment by a representative of the Union and a representative of the Employer. Any and all matters in dispute, including a dispute concerning the interpretation or application of the arbitration provision, which have not been adjusted pursuant to the procedure therein provided, shall be referred for arbitration and final determination to the Impartial Chairman therein designated. The details of the grievance and arbitration procedure thus provided are expressly reserved to each of said market associations, if any, and/or individual Employer and each joint board or local union for negotiation and joint agreement.

B. Except as expressly provided otherwise in this Agreement, with respect to any dispute subject to arbitration or any claim, demand, or act arising under the Agreement which is subject to arbitration, the procedure established in this Agreement for the adjustment thereof shall be the exclusive means for its determination. No proceeding or action in a court of law or equity or administrative tribunal shall be initiated with respect thereto other than to compel arbitration or to enforce, modify or vacate an award. This paragraph shall constitute a complete defense to or ground for a stay of an act instituted contrary hereto.

XXII

STOPPAGES AND LOCKOUTS:

The Employer and the Union agree that there shall be no stoppages or lockouts during the term of this Agreement.

XXIII

OTHER CONDITIONS OF EMPLOYMENT:

1. All conditions of employment not negotiated nationally and not expressly provided for herein are reserved to each of said market associations, if any, and/or individual Employer and each joint board or local union for negotiation and joint agreement, subject to the terms of the Local Issues letter.

2. The terms, provisions and items which were the subject matter of and settled by the 1993 negotiations will be uniformly adopted by all Joint Boards, Local Unions and Employers without change.

XXIV

MORE FAVORABLE PRACTICES:

Any custom or practice existing in the plant of an Employer at the time of the execution of this Agreement more favorable to the employees than the provisions hereof shall be continued as heretofore. It is understood that this clause is to be mutually interpreted to provide that prior contrary past practices do not prevail over subsequently negotiated contract provisions, such as Paragraph D of Article XXVI.

XXV

SUCCESSORS:

In the event the Employer merges or consolidates with, or its business is acquired by another person, firm or corporation, the Employer shall remain bound by all of the terms and provisions of this Agreement for the full term hereof.

XXVI

INTRODUCTION OF TECHNOLOGICAL CHANGES, ETC.:

A. The Union has long cooperated with Employers in the introduction of new machinery, changes in manufacturing techniques, and technological improvements in clothing plants. This policy has been established by mutual agreement, generally on a market level, between the Employer and the Union. Underlying such agreement has been the recognition of these basic conditions: (a) wages of the affected workers were not to be reduced, and (b) workers were not to be thrown out of employment. Such policy is reaffirmed and shall continue to be dependent, preferably by mutual agreement on a market level.

B. If, however, in the event that the introduction of any such new machinery, changes in manufacturing techniques and technological improvements would not, in the opinion of either party be consistent with the maintenance of the aforesaid basic conditions, then the Association and the Amalgamated Clothing and Textile Workers Union shall each appoint a committee which jointly shall study and seek to resolve the problems attendant upon such change.

C. Subject to the foregoing basic conditions (a) and (b) of paragraph A above, the scope of the general arbitration clause shall remain in full force and effect and applicable to all covered by this Agreement.

D. To provide for reasonably comparable implementation of the basic conditions set forth in Article XXVI, including the definition of technological change, the Employer and the Union shall utilize the following guidelines in the absence of mutually satisfactory guidelines heretofore established on a market or local union level. Where an Employer contemplates such a technological change, the Employer shall give prior notice to the joint board or local union. Rates for such newly introduced or changed machinery shall be established by mutual agreement. While employed on the newly introduced or changed machinery, a worker shall be paid wages earned plus the difference, if any, between the expected earnings under the newly established rate and his prior earnings. Workers in the affected operation shall not be thrown out of employment, instead, if a job is available on a substantially equivalent operation, with the opportunity for substantially equivalent earnings, a worker may be transferred to such job and, during a period of retraining equal to the normal training period for similarly experienced workers, shall be guaranteed his former average hourly earnings. If such a job is not available, the worker shall have the option of (a) accepting another job with a guarantee, during a period of retraining equal to the normal training period for similarly experienced workers, of his former average hourly earnings, or (b) severance pay in such amounts as shall be mutually agreed to by the Employer and the joint board or local union. A worker electing to take a job which is not on a substantially equivalent operation with the opportunity for substantially equivalent earnings may subsequently elect to take severance pay, in which event such severance pay shall be reduced by any make-up pay paid pursuant to the normal training program applied. In the event the worker elects to take severance pay, such worker shall retain for one year his seniority and recall rights to his former job or section.

XXVII

SEPARABILITY:

Should any part or provision of this Agreement be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or provision shall not invalidate the remainder thereof. In such event, the parties agree to negotiate substitute provisions.

XXVIII

SAFETY AND HEALTH STUDY COMMITTEE

Whereas eliminating occupational safety and health hazards for employees in the men's and boys' tailored clothing industry is to the mutual benefit of the Association and the Union, the parties to this Agreement shall form and maintain a joint Labor-Management Safety and Health Study Committee.

The Committee shall be composed of equal numbers of representatives selected by the Association and by the Union.

The Committee shall hold meetings as often as necessary for the purpose of developing the means and structure to undertake joint safety and health studies to analyze occupational hazards in the industry and to suggest appropriate measures for control of such hazards.

A Safety and Health Study Committee will be established in each plant. It will meet regularly at dates, times, and places to be determined by local management after consultation with the Union. The employees shall be paid their established time rate or piece rate average by the Employer while attending such meetings.

XXIX

JURY DUTY

An employee called for involuntary trial jury duty will be paid the difference between the pay received for such jury duty and his straight time average weekly earnings (calculated for the eight (8) weeks immediately preceding such jury duty) for the period of such jury duty. The employee shall present a receipt for the amount of jury duty pay received. An employee who receives a notice to serve as a juror must notify his Employer not later than the next work day. If the Employer deems it necessary to have the employee excused from jury duty, the Union and the employee agree to cooperate in seeking to have the employee excused.

XXX

VOLUNTARY CHECKOFF OF POLITICAL CONTRIBUTIONS

The Employer agrees to deduct from the wages of its employees who are Union members and who voluntarily authorize such contributions on forms provided for that purpose, contributions to Amalgamated Clothing and Textile Workers Union-Political Action Committee. The amounts deducted pursuant to said voluntary authorizations shall be transmitted to the Treasurer of ACTWU-PAC at monthly intervals. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

The Union shall reimburse the Employer for any expenses incurred due to this provision.

XXXI

LEAVES OF ABSENCE

Leaves of absence shall be granted for justifiable personal reasons. The Employer may limit the number of leaves for personal reasons granted at any given time to avoid an unreasonable effect on the Employer's ability to operate. Such leaves may be limited to an initial period of two (2) weeks with extensions granted by mutual agreement.

All other leaves of absence for reasons, including but not limited to, illness, injury, pregnancy or Union purposes, shall be granted for such periods and under such circumstances as have been heretofore granted in each Market or local area.

XXXII

FEDERAL FUNDS:

The Union shall cooperate with the CMA and its members to facilitate the availability of federal funds for training programs.

XXXIII

CHILD CARE:

A. Parental leave:

An employee may receive six (6) weeks of unpaid parental leave (not including leave granted pursuant to the leave of absence clause) within any two (2) year period to attend to the employee's seriously ill or new born child.

B. Child care Facilities:

The Employer and the Union shall establish local committees to study the availability of child care facilities.

XXXIV

"S.U.B." PROGRAM

Should the employees of an Employer agree to purchase additional insurance coverage provided by the Amalgamated Insurance Company, or Supplemental Medical Insurance coverage provided by the Amalgamated Life and Health Insurance Company, the Employer shall check off the employees' cost of the program, upon presentation of proper authorization, and pay the same over to the insurance company as required by the contract between the employees and the insurance company, as applicable.

XXXV

NATIONAL HEALTH INSURANCE:

The inflationary spiral affecting health care costs in the United States has caused the parties concern over the continued viability of their insurance program. Therefore, the parties agree that it would benefit the insurance program and the employees who are covered by this Agreement if an appropriate National Health Insurance Program is enacted. It is further agreed that the National Clothing Industry Labor-Management Committee shall meet to determine the best way to mount a joint campaign in support of the establishment of an appropriate National Health Insurance Program and to implement such a campaign.

XXXVI

ORGANIZATIONAL HIRING

The Employer agrees that it will hire employees who have been discharged from other employers during an organizing campaign conducted by the Union. The Employer is not required by this Section to hire an employee who is not qualified to perform the job that is being applied for.

The Employer is not required to employ such applicants if it does not have jobs available. Any employee hired under this Section is subject to the Employer's regular probationary period for new employees.

The Employer is not required to unlawfully give preference to employees applying under this Section.

The Union will hold the Employer harmless for any liability, including but not limited to attorney's fees, imposed by enforcement of this clause.

XXXVII

MORE FAVORABLE CONDITIONS

If the Union enters into any agreement with any manufacturer of Men's and/or Boys tailored clothing which has previously resigned from the CMA and which provides any term or condition more favorable to that employer than any term or condition contained in this agreement, then upon written notice given by the Clothing Manufacturers Association of the United States of America, Inc., such terms or conditions shall automatically be extended to the Employer members of the Clothing Manufacturers Association of the United States of America, Inc., who are parties to and covered by this Agreement. Such Employer members of the Clothing Manufacturers Association of the United States of America, Inc. shall have the right to make such terms or conditions retroactive to the effective date of such terms or conditions in the agreement containing such more favorable terms or conditions.

XXXVIII

TERM OF AGREEMENT

This Agreement shall be effective upon the date hereof and shall remain in full force and effect until midnight, April 30, 1995. It shall be automatically renewed from year to year thereafter unless on or before March 1, 1995, or March 1, of any year thereafter, notice in writing by certified mail is given by either the Association or the Amalgamated Clothing and Textile Workers Union to the other of its desire to propose changes in this Agreement or of intention to terminate the same, in either of which events this Agreement shall terminate upon the ensuing April 30th.

33

IN WITNESS WHEREOF the parties hereto have caused their signatures to be affixed effective the day and year hereinabove first written.

CLOTHING MANUFACTURERS ASSOCIATION OF THE UNITED STATES OF AMERICA on behalf of itself and each of its members

By:____
Homi B. Patel
President

AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION on behalf of itself and its joint boards and local unions

By:____
Jack Sheinkman
President

agmt-93

(10/1/93B)

AMALGAMATED INSURANCE FUND
INSURANCE AND RETIREMENT

SUPPLEMENTAL AGREEMENT DATED AS OF October 1, 1993 between (herein called the "Employer") and of the AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION (herein called the "Union").

WITNESSETH:

WHEREAS, the Employer and the Union have executed a Collective Bargaining Agreement (herein called the "Collective Bargaining Agreement") which is now in full force and effect, and

WHEREAS, the Employer has agreed to contribute sums of money to a fund or funds to be used to provide pensions or other retirement benefits, life, medical care, hospitalization, accident and health insurance, and other insurance benefits and health care services to employees employed in the men's and boy's clothing industry, including medical care and hospitalization for the families of such employees, and an educational assistance program for eligible children of such employees, and to execute a supplemental agreement in the form of this Supplemental Agreement providing funds for certain of the above described benefits, and

WHEREAS, the Employer has heretofore entered into one or more prior supplemental agreements with the Union for the purpose of providing funds for certain of the above described benefits, and

WHEREAS, it is the intention that this Supplemental Agreement shall supersede all prior supplemental agreements from and after October 1, 1993,

NOW THEREFORE, in consideration of the premises the Union and the Employer agree that the Collective Bargaining Agreement shall be supplemented as follows:

1. Definitions:

(A) The term "employees of the Employer" as used in this Supplemental Agreement means all of the employees of the Employer within the collective bargaining unit fixed by the Collective Bargaining Agreement, including employees during their trial period.

(B) The term "gross wages" as used in this Supplemental Agreement means all of the wages of the employees (as defined in sub-paragraph (A) hereof) including cost of living bonuses, and vacation, holiday and bereavement pay, but excluding employer contributions, if any, to any savings or similar plan for the benefit of the employer's employees.

2. This Supplemental Agreement shall supersede all prior supplemental agreements from and after October 1, 1993; provided, however, that all sums of money paid or payable by the Employer under any prior supplemental agreement to the Trustees designated in one or more Agreements and Declarations of Trust which accompanied, and were made part of, said prior supplemental agreements (insofar as any part of such sums of money so paid to said Trustees have not been expended or applied by said Trustees in accordance with the provisions of said prior supplemental agreements and prior agreements and declarations of trust) shall be applied by the said Trustees to the purposes set forth and provided for in said prior supplemental agreements and agreements and declarations of trust, and subject to the provisions therein contained.

3. A. (i) Commencing on the pay day for the week of October 4, 1993, and weekly thereafter, through and including January 2, 1994 the Employer shall pay to the Trustees (hereinafter called "Trustees") designated under an Agreement and Declaration of Trust, as most recently amended as of January 1, 1992, the terms and provisions of which Agreement and Declaration of Trust are herein specifically incorporated by reference, 18.24% of the gross wages payable for each pay period to all the employees of the Employer together with $14.00 per week per employee for each employee who performed any work during a week for which he is entitled to receive pay. Except as provided in and subject to the provisions of paragraph 1 of the Agreement and Declaration of Trust, the said 18.24% and $14.00 shall be credited to the Retirement Fund and the Social Insurance Fund as follows:

(a) 9.83% of gross wages shall be credited to the Retirement Fund.

(b) 8.41% of gross wages plus the $14.00 per employee shall be credited to the Social Insurance Fun.

(ii) Commencing on the pay day for the week of January 3, 1994, and weekly thereafter, the Employer shall pay to the Trustees (hereinafter called "Trustees") designated under an Agreement and Declaration of Trust, as most recently amended as of January 1, 1992, the terms and provisions of which Agreement and Declaration of Trust are herein specifically incorporated by reference, 20.33% of the gross wages payable for each pay period to all the employees of the Employer together with $16.67 per week per employee for each employee who performed any work during a week for which he is entitled to receive pay.

Except as provided in and subject to the provisions of paragraph 1 of the Agreement and Declaration of Trust, the said 20.33% and $16.67 shall be credited to the Retirement Fund and the Social Insurance Fund as follows:

(a) 10.33% of gross wages shall be credited to the Retirement Fund.

(b) 10.00% of gross wages plus the $16.67 per employee shall be credited to the Social Insurance Fun.

B. The Trustees may at any time and from time to time determine that as of an effective date thereafter the Employer contributions (including investment income) paid or payable to them shall be credited to the Retirement Fund and to the Social Insurance Fund, respectively, in such proportions as they determine. Such Employer contributions paid or payable from the effective date of each such determination until the effective date of the subsequent determination shall be credited to the Retirement Fund and/or the Social Insurance Fund in accordance with such determination. The Trustees may invoke the procedures provided in the Agreement for the collection of sums due should a contributing Employer incur liability for withdrawal from the plan because of the provisions of the Multi-employer Pension Plan Amendments Act of 1980 (MPPAA) as amended.

C. All of the foregoing sums shall be administered and expended by the Trustees pursuant to the provisions of the said Agreement and Declaration of Trust, as amended as of January 1, 1992, for the purpose of providing benefits upon their retirement, and life, accident and health insurance, and such other forms of group insurance for medical care and hospitalization, and to provide health care services, or to provide for the reimbursement of the costs thereof, as the Trustees may reasonably determine, to employees employed by the Employer, and employees employed by other employers, including affiliates of the Amalgamated Clothing and Textile Workers Union (herein called the "Amalgamated"), for whom contributions are made to the Amalgamated Insurance Fund in the amounts set forth in this paragraph, all of whom are members of the group embraced within the general plan in the men's and boy's clothing industry, and also to provide medical care, health care services, or to provide for reimbursement of the costs thereof and hospitalization for the families of such employees, and educational assistance for the eligible children of such employees. The Employer agrees that it shall make all provisions and adjustments as are required to put the Opt-out program into effect.

D. The parties agree that the Trustees, pursuant to the authority vested in them by the said Agreement and Declaration of Trust as amended, shall study and review the Social Insurance Plan. If they should determine, based on a written determination of the Plan Administrator and/or the actuaries servicing the Social Insurance Fund, that a greater contribution is required to the Social Insurance Fund to maintain the level of benefits provided by the Social Insurance Fund, they shall fix and determine the amount of contribution payable by the employer to maintain the level of benefits provided by the Social Insurance Fund. The employer agrees to pay the amount so fixed.

4. The Employer shall furnish to the Trustees, upon request, such information and reports as they may require in the performance of their duties under any of the agreements and declarations of trust. The Trustees, or any authorized agent or representative of the Trustees, shall have right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such of the books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions of paragraph 3 hereof.

5. No employee or member of his family shall have the option to receive instead of the benefits provided for by any of the Agreements and Declarations of Trust any part of the contributions of the Employer. No employee or member of his family shall have the right to assign any benefits to which he may be or become entitled under any of the Agreements and Declarations of Trust or to receive a cash consideration in lieu of such benefits either upon termination of the trust therein created, or through severance of employment or otherwise.

6. A. This Supplemental Agreement and the Collective Bargaining Agreement and the Agreement and Declaration of Trust shall be construed as a single document, and all of the provisions of the Collective Bargaining Agreement relating to the administration and enforcement thereof shall apply to the administration and enforcement of this Supplemental Agreement, provided, however, that any controversy, claim, complaint, grievance or dispute between the parties hereto arising out of or relating to the provisions of this Supplemental Agreement or the interpretation, breach, application or performance thereof, shall be referred by the Union, the Trustees or the Employer for arbitration and determination as hereinafter provided:

(1) Millard Cass, Esq., or his designee, is designated as the Arbitrator under this Supplemental Agreement. In the event of the unavailability of the said Millard Cass, Esq., or his designee, a successor Arbitrator shall be appointed in writing by the Clothing Manufacturers Association of the United States of America and the Amalgamated. In the event they cannot agree on a successor, he shall be appointed forthwith by the American Arbitration Association upon application of the Trustees, the Amalgamated or the Clothing Manufacturers Association of the United States of America.

(2) The powers of the Arbitrator and the procedures for arbitration hereunder shall be as hereinafter provided. The decision, order, direction, award or action of the Arbitrator shall be final, conclusive, binding and enforceable in a court of competent jurisdiction.

In addition to the powers which the Arbitrator may possess pursuant to the within Supplemental Agreement or by operation of law, in the event of any breach or threatened breach of this Supplemental Agreement, the Arbitrator, after a hearing, may issue an award providing for a mandatory direction or prohibition.

The Arbitrator also shall have the authority, in such case as he shall deem proper, to order the Employer to pay all insurance and related claims to the extent of the schedule of benefits established from time to time by the Trustees, which arise during any period of suspension or cancellation of insurance coverage caused by non-payment by the Employer of the required contributions to the Fund, and which claims remain unpaid because of said non-payment.

The Arbitrator shall also have the authority in such case as he shall deem proper to include in his award against the Employer the reasonable costs of collection, including, but not limited to, the Arbitrator's fees, legal fees, interest, liquidated damages, auditing and accounting costs; providing, however, that no costs of collection shall be awarded against the Employer unless the said award shall also find that the Employer has failed to perform and comply with the terms and provisions of this Supplemental Agreement.

The parties consent that any papers, notices or processes, including subpoenas, necessary or appropriate to initiate or continue an arbitration hereunder to enforce, confirm, vacate or modify an award, may be served by certified mail directed to the last known address of the Employer, the Union and the Trustees.

The Union or the Employer or the Trustees may call such arbitration hearing by giving five (5) days notice by certified mail or two (2) days notice by telegram to the other parties. The Arbitrator, however, if he deems it appropriate, may call a hearing on shorter notice. The parties consent that arbitration hearings shall be heard at such place as the Arbitrator may designate.

The parties agree that the oath of the Arbitrator is waived and consent that he may proceed with the hearing on this submission. In the event a party to arbitration should default in appearing before the Arbitrator, the Arbitrator is hereby empowered to take the proof of the party or parties appearing and render an award thereon.

The Employer's pertinent books, vouchers, papers and records shall be available for examination by duly authorized representatives of the Arbitrator to determine whether there is full compliance with the terms of this Supplemental Agreement.

B. In the event that the Union receives written notice from one or more of the Trustees, designated by the Trustees for that purpose, that the Employer has failed to pay in full any sum due the Trustees under paragraph 3 hereof and that such failure has continued for five (5) days, the Union may direct its members to discontinue work in the plant of the Employer and to discontinue work upon clothing being manufactured for the Employer by contractors until all sums due from the Employer under paragraph 3 hereof have been paid in full. The remedy provided for in this sub-paragraph shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union, anything in the Collective Bargaining Agreement to the contrary notwithstanding. Payment by the Employer under protest shall be without prejudice to his right to contest the correctness of the Trustees' demand.

C. The Trustees, in their own names as Trustees, may also institute or intervene in any proceeding at law, in equity, or in bankruptcy for the purpose of effectuating the collection of any sums due to them from the Employer under the provisions of paragraph 3 hereof.

7. In the event that legislation is enacted by the Federal Government levying a tax or other exaction upon the Employer for the purpose of establishing a federally administered system of life, health, accident, medical care or hospitalization insurance under which the employees of the Employer are insured, the Employer shall be credited against the sums payable under paragraph 3 hereof for each pay period, with the amount of such tax or exaction, payable by him for such pay period, provided that the amount of such credit shall in no event exceed the amount required to be paid at that time to provide benefits other than retirement.

The Health Insurance for the Aged Act (known as Medicare) as enacted on July 30, 1965 is not legislation within the scope of this paragraph, and the Employer is not entitled to any credit against the sums payable under paragraph 3 hereof for any payments made to support the programs and/or benefits provided for in the said Act.

8. The provisions of this Supplemental Agreement shall remain in full force and effect for the full term of the Collective Bargaining Agreement and of any extensions or renewals thereof, but shall terminate and come to an end with the Collective Bargaining Agreement or any extension or renewal thereof, or prior thereto by an instrument in writing executed by the Clothing Manufacturers Association of the United States of America and the Amalgamated and approved by the Board of Directors of the Clothing Manufacturers Association of the United States of America and the General Executive Board of the Amalgamated. Notwithstanding the foregoing, and if the Clothing Manufacturers Association shall enter into a new national collective bargaining agreement during the term of this Agreement and said Agreement changes the rate and/or allocation of Employer contributions under paragraph 3 hereof, the Employer expressly agrees to contribute at the rate called for in the said national agreement as of the effective date thereof.

9. The primary purpose of this Supplemental Agreement and the said Agreement and Declaration of Trust being to provide a practical plan for retirement benefits for employees, and life, accident and health insurance, and health care services and other insurance benefits for employees and their families, it is understood that the form of the plan, and of this Supplemental Agreement and of the Agreement and Declaration of Trust, shall not give rise to a literal or formal interpretation or construction. Such interpretation or construction shall be placed on this Supplemental Agreement, and the Agreement and Declaration of Trust, as will assist in the functioning of the plan, for the benefit of employees and their families, regardless of form.

10. In no event will the Employer be entitled to the return of any part of any contribution made hereunder.

11. Regardless of the date on which the within Supplemental Agreement shall be executed, the within Supplemental Agreement shall be effective as of October 1, 1993, with the same force and effect as if it had been actually executed on that date.

12. Neither the execution of this Supplemental Agreement nor any provision herein contained, or contained in any other agreement affecting the same, shall be deemed to release the Employer from any contribution or contributions provided for in any prior supplemental agreement or agreements and which have become due and payable to the Trustees referred to in any such supplemental agreement or agreements, and not yet paid to such Trustees.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Employer

BY

TITLE

_______________________________________ of the
Amalgamated Clothing and Textile Workers Union

BY

TITLE

Address of Employer:

- -------------------
Street

- -------------------
City, State and Zip

EXHIBIT II

LICENSE AGREEMENT made as of the day of 199 , between of the AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION (herein called the "Licensor") and/or the AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION, NEW YORK, NEW YORK (herein called the "Amalgamated"), and the EMPLOYER (herein called the "Licensee").

WHEREAS, the Amalgamated, a labor organization, has designed, adopted copyrighted and registered and is now the owner of labels for the identification of men's and boys' clothing which is the product of the labor of its members, a facsimile of which is as follows:

UNION MADE IN U.S.A.

ACTWU

AMALGAMATED
CLOTHING & TEXTILE
WORKERS UNION

The foregoing labels are herein referred to severally as the "suit label", "garment label" and the "trouser label" and collectively as the "labels"; and

WHEREAS The Amalgamated has authorized the Licensor, if any, to enter into this License Agreement; and

WHEREAS, the Licensee, a manufacturer of men's and/or boys' clothing, is in contractual relations with the Licensor and/or the Amalgamated under a collective bargaining agreement in which the Licensee has agreed to affix copies of the labels to men's and boys' clothing manufactured by the Licensee to identify such clothing as the product of members of the Amalgamated and to meet the demand of the consuming public.

NOW, THEREFORE, the Licensor and/or the Amalgamated and the Licensee agrees as follows:

1. The Licensor and/or the Amalgamated grants the Licensee a non-exclusive and non-assignable license to affix copies of the labels supplied by the Amalgamated to men's and boys' clothing manufactured by the Licensee only for its own use or the use of any other manufacturer licensed by the Licensor, the Amalgamated, or any of its affiliates; or, for the Licensee by contractors registered by the Licensee pursuant to the provisions of the said collective bargaining Agreement. This License shall not extend to any garments

manufactured by the Licensee or by its registered contractors for any other manufacturer not licensed by the Licensor, the Amalgamated or any of its affiliates.

2. The Licensee shall affix copies of the labels to all appropriate garments as follows:

(a) a copy of the suit or garment label to every coat forming a part of a suit and to every sport coat, topcoat, and overcoat, and

(b) a copy of the trouser label to every pair of single pants (but not to pants forming a part of a suit)

manufactured by the Licensee or for the Licensee by registered contractors.

3. The Licensee shall cause all copies of labels supplied by the Amalgamated to be sewed to the garments to which they are affixed by machine (and not by hand) during the process of construction. The Licensee shall not deliver any copies of the label or permit them to be delivered to any retailer or other person except as parts of the garments to which they have been affixed in the factory of the Licensee or the Licensee's contractors.

4. The Amalgamated shall supply the Licensee with copies of labels in such quantities as the production of the Licensee requires.

5. Promptly upon receipt of bills therefor from the Amalgamated the Licensee shall pay the Amalgamated for copies of suit or garment labels delivered to the Licensee at $10.00 per thousand and trouser labels at $5.00 per thousand.

6. The Licensee shall not copy the labels, cause them to be copied, or obtain copies thereof except from the Amalgamated pursuant to the provisions of this Agreement.

7. This License Agreement shall automatically terminate, without notice from the Amalgamated and the right of the Licensee to use the labels shall immediately cease in the event that:

(a) The existing collective bargaining agreement between the parties terminates by lapse of time or otherwise and is not extended or renewed, with or without modifications; or

(b) The General Officers of the Amalgamated determine that the Licensee has violated any of the terms or conditions of employment provided in the aforesaid collective bargaining agreement or the terms of this

License Agreement. However, the right of the Licensee to use the label shall not be terminated until an opportunity is given to the Licensee to appear and be heard before the General Officers of the Amalgamated.

8. In addition to the Label herein provided for, each garment sold by the Licensee bearing a size ticket shall have imprinted on the said size ticket a legend to the effect that the same is manufactured by ACTWU labor, or a facsimile of the union label. The exact copy to be printed on the size ticket shall be set by mutual agreement between the Clothing Manufacturers Association of the USA and the International Union. The text shall be the copyright of the CMA and the Union and may be used only so long as the Licensee shall have the right to use the labels pursuant to Paragraph 7 above.

9. In the event of the termination of this License Agreement, the Licensee shall forthwith deliver to the Amalgamated all copies of labels then in the Licensee's possession or control, and forthwith cease and desist from using size tickets bearing the legend provided for in Paragraph 8 above.

10. The exclusive right to institute legal proceedings for any unauthorized use of the labels shall remain in the Amalgamated, but the Amalgamated shall not be liable to the Licensee for any failure to institute such proceedings.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

____ of the
AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION,
Licensor

By___________________________

____
Licensee

By___________________________

Approved:
AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION

By: /s/ Jack Sheinkman
President

October 1, 1993

Homi B. Patel, President
Clothing Manufacturers Association
of the United States of America
1290 Avenue of the Americas
New York, N.Y. 10104

Dear Mr. Patel:

The purpose of this letter is to delineate the Union's understanding of the issues and procedures to be followed in handling "local issues."

1. The term "local issues," subject to the procedures of Paragraphs 4 and 5 of this letter shall not include any item included by either party in the national negotiations leading to the agreement of October 1, 1993.

Notwithstanding any of the foregoing, in the event any employer or union affiliate in the ninety days following execution of the National Agreement, wishes to propose changes in contract language, contract interpretation or method of contract provision implementation they may do so in writing. In such event, the employer and the union shall discuss in good faith the proposed modifications, provided however, that failure to agree shall not be subject to arbitration nor lead to a waiver of the no strike/no lockout provisions of the agreement, and provided further that no proposed modification may be implemented without the mutual consent of both parties.

2. The Union and the Employer will furnish the other with a list of its "local issues" as soon as practicable. It is understood, however, that either party may add additional "local issues" during the negotiations.

3. "Local issues" shall include but are not limited to:

a. Non-discriminatory seniority provisions complying with Title VII requirements and meeting, to the extent legally permissible, existing local procedures.

b. Utilization of employer contributions for local benefit programs.

c. Time work and piece work minima for those classifications set forth in Schedule A to the collective bargaining agreement dated June 1, 1971 or otherwise provided by local and/or market agreements but not including a general piece work minimum.

d. Additions to (but not including office clerical employees unless heretofore included in joint board or local market agreements) or eliminations from the unit definition contained in Article I of the National Agreement.

4. Negotiations on local issues will begin as soon as possible after the conclusion of national bargaining.

5. Local issues shall be resolved by local bargaining within ninety (90) days, unless such period is extended by mutual agreement. Local issues not resolved within such period shall be submitted to arbitration under the procedures set forth in the appropriate local collective bargaining agreement. The arbitration of such issues shall be determined on the substantive merits of the issue without regard to the existing terms of the collective bargaining agreement.

6. It is specifically agreed that the term of the Collective Bargaining Agreement shall be provided by the settlement reached during national bargaining, even though local negotiations have yet to be concluded.

Very truly yours,

AMALGAMATED CLOTHING AND TEXTILE
WORKERS UNION

Jack Sheinkman
President

ACCEPTED
CLOTHING MANUFACTURERS ASSOCIATION
OF THE U.S.A., INC.

Homi B. Patel
President

EXHIBIT (10)M

SECOND AMENDMENT TO LOAN AGREEMENT

This Second Amendment to Loan Agreement ("Second Amendment") is dated as of January 31, 1994 and is entered into by and among the banks named on the signature pages hereof (the "Banks"), Genesco Inc. (the "Borrower"), The First National Bank of Chicago, as Co-Agent for the Banks (in such capacity, the "Co-Agent"), and NationsBank of North Carolina, N.A., as agent for the Banks (in such capacity, the "Agent").

R E C I T A L S

1. The Borrower, the Banks, the Co-Agent and the Agent are parties to a Loan Agreement dated as of August 2, 1993 (the "Loan Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meanings as in the Loan Agreement. The Loan Agreement has previously been amended by a First Amendment to Loan Agreement dated as of November 5, 1993.

2. The parties hereto desire further to amend the Loan Agreement in the particulars hereinafter set forth

A G R E E M E N T S

NOW, THEREFORE, the Banks, the Borrower, the Co-Agent and the Agent hereby agree as follows:

1. Amendment to Section 2.4(b) and (c). Section 2.4(b) and Section 2.4(c) are hereby deleted in their entirety and the following are substituted in lieu thereof:

> (b) Eurodollar Loans. During such periods as Revolving Loans shall consist of Eurodollar Loans, at a per annum rate equal to the Adjusted Eurodollar Rate plus 2.25%.
>
> (c) Adjusted CD Loans. During such periods as Revolving Loans shall consist of Adjusted CD Loans, at a per annum rate equal to the Adjusted CD rate plus 2.30%.

2. Amendment to Section 2.10(c). Section 2.10(c) is hereby deleted in its entirety and the following is substituted in lieu thereof:

(c) Standby Letter of Credit Commission. In consideration of the issuance of standby Letters of Credit hereunder, the Borrower agrees to pay to the Letter of Credit Bank a letter of credit commission equal to the 2.25% per annum on the maximum amount available to be drawn under each of the standby Letters of Credit from the date of issuance to the date of expiration.

Five-sixths (83.33%) of the foregoing commission shall be shared by the Banks (including the applicable Letter of Credit Bank in its capacity as a Bank) in accordance with their respective Commitment Percentages, and the balance of such commission shall be retained solely by the applicable Letter of Credit Bank. The foregoing commission shall be payable in advance on the date of issuance (or extension) of each standby Letter of Credit.

3. Amendment to Section 7.5.2. Section 7.5.2 is hereby deleted in its entirety and the following is substituted in lieu thereof:

7.5.2 Consolidated Tangible Net Worth. The Borrower will not permit Consolidated Tangible Net Worth at the end of any quarterly or annual accounting period to be less than the respective amount set forth in the table below for each period, increased by the amount, if any, by which the charges to earnings and asset write-downs reflected on the Borrower's financial statements at and for the fiscal year ending January 31, 1994 are less than $38,200,000:

Quarter Ending	Amount
January 31, 1994	$73,000,000
April 30, 1994	$73,000,000
July 31, 1994	$73,000,000
October 31, 1994	$80,000,000
January 31, 1995	$89,000,000
April 30, 1995	$89,000,000
July 31, 1995	$89,000,000
October 31, 1995	$89,000,000
January 31, 1996	$89,000,000

The Borrower will not permit Consolidated Tangible Net Worth at the end of any quarterly or annual accounting period ending on a date after January 31, 1996 to be less than the Consolidated Tangible Net Worth required at January 31, 1996 plus fifty percent (50%) of the Borrower's positive Consolidated Net Income (without reduction for any negative Consolidated Net Income), for the fiscal year ended January 31, 1996.

4. Amendment to Section 7.5.3. Section 7.5.3 is hereby deleted in its entirety and the following is substituted in lieu thereof:

7.5.3 Consolidated Fixed Charge Coverage Ratio. The Borrower will not permit its Consolidated Fixed Charge Coverage Ratio to be less than 1.00 with respect to the fiscal year ending January 31, 1995 or to be less than 1.25 with respect to any fiscal year thereafter, unless during the fourth fiscal quarter of such fiscal year the Borrower reduces the outstanding principal amount of the Loans for a period of at least thirty (30) consecutive days to not more than $10,000,000, disregarding, for purposes of determining whether such reduction has been effected, any reductions effected with the proceeds of borrowings from any financial institution.

5. Amendment to Section 7.5.6. Section 7.5.6 of the Loan Agreement is deleted in its entirety and the following is substituted in lieu thereof:

7.5.6 Consolidated Senior Funded Indebtedness/Total Capital. The Borrower will not permit the ratio of Consolidated Senior Funded Indebtedness to Total Capital at the end of each of the first three quarterly accounting periods of each fiscal year to be greater than .60 to 1.0 or at the end of any fiscal year to be greater than .55 to 1.0; provided that, at April 30, 1994 and at July 31, 1994, the Borrower may permit the ratio of Consolidated Senior Funded Indebtedness to Total Capital to be no greater than .63 to 1.0.

6. Amendment Fee. Promptly after this Second Amendment becomes effective, Borrower shall pay to the Agent, for the account of each Bank, to be allocated to it in proportion to its respective Commitment Percentage, the sum of $250,000.00 as an amendment fee.

7. Headings. Article and section headings in this Second Amendment are included herein for convenience of reference only and shall not constitute a part of this Second Amendment for any other purpose or be given any substantive effect.

8. Applicable Law. This Second Amendment shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Tennessee.

9. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Banks.

10. Counterparts; Effectiveness. This Second Amendment and any amendments, waivers, consents or supplements may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Pursuant to section 10.6 of the Loan Agreement, this Second Amendment shall become effective upon the execution of a counterpart hereof by the Borrower and Majority Banks.

11. Entire Agreement. The Loan Agreement, as amended by the First Amendment and by this Second Amendment, represents the entire understanding among the parties with respect to the matters set forth herein and supersedes all prior understandings among the parties hereto with respect to such matters.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Second Amendment to be duly executed effective as of the date first above written.

ATTEST:	GENESCO INC.
By /S/ Roger G. Sisson	By /s/ Michael A. Corbett
Secretary	Title Treasurer
(Corporate Seal)	

[signatures continued on page 5]

NATIONSBANK OF NORTH CAROLINA, N.A.,
Individually and as Agent

By /s/ Steve Dalton

Title Vice President

[signatures continued on page 6]

THE FIRST NATIONAL BANK OF CHICAGO,
Individually and as Co-Agent

By /s/ John Runger

Title Vice President

[signatures continued on page 7]

FIRST AMERICAN NATIONAL BANK

By /s/ Scott Bane

Title Vice President

[signatures continued on page 8]

CIBC, INC.

By /s/ Kathryn W. Sax
Title Vice President

[signatures continued on page 9]

THE HONG KONG AND SHANGHAI BANKING
CORPORATION LIMITED

By /s/ J. Gregory McClain
Title Vice President

[signatures continued on page 10]

FIRST UNION NATIONAL BANK OF TENNESSEE

By /s/ Brent Turner

Title Vice President

[signatures continued on page 11]

THIRD NATIONAL BANK IN NASHVILLE

By /s/ J. Fred Turner

Title First Vice President

Exhibit 10(w)

GENESCO
[LOGO]

Genesco Inc.
Genesco Park, Suite 490
P O Box 731
Nashville, Tennessee 37202-0731
615 367 7447

E. Douglas Grindstaff
President and Chief Executive Officer

December 8, 1993

Mr. Thomas B. Clark
8220 Wikle Road East
Brentwood, Tennessee 37027

Dear Tom:

Genesco Inc. (the "Company") is pleased to confirm your employment as executive vice president-administration and general counsel of the Company upon the terms and conditions hereinafter set forth:

1. TITLE; DUTIES. You will be elected executive vice president and general counsel of the Company as soon as practicably possible after the date of your acceptance of this Agreement reporting directly to the chief executive officer. You will be responsible for the Company's legal, human resources, audit and security, public and investor relations and such additional areas of responsibility as may be assigned to you by the Company's chief executive officer and will be headquartered in the Company's executive offices in Nashville, Tennessee.

2. TERM OF AGREEMENT; EFFECTIVE DATE. The term of this Agreement begins on the date you first assume your duties on a full-time basis (the "Effective Date"), which will be no later than February 1, 1994, and expires on the earlier to occur of (i) January 31, 1997, (ii) the date of your death or (iii) the date of your discharge for Cause, unless extended upon a Change of Control as provided in Section 8 below; provided, however, that the provisions of Section 8 below shall remain in effect beyond the term of this Agreement in accordance with its terms.

3. BASE SALARY. During the term of this Agreement, you will be entitled to receive a base salary at a rate of $20,833.33 a month. Your base salary will be reviewed annually on or before October 31, 1995 and October 31, 1996, at which time you will be considered for an increase based on the Company's operating results and financial condition and your individual performance and achievements, it being understood and agreed that any increase shall be in the sole discretion of the Committee.

4. ANNUAL CASH BONUS. You will be eligible to receive a cash bonus with respect to each Fiscal Year in an amount up to 80% of the base salary paid to you during the Fiscal Year pursuant to the Company's management incentive compensation plan; provided, however, that a cash bonus of not less than $100,000 shall be payable with respect to Fiscal Years 1995 and 1996. Any annual bonus payable to you pursuant

to this Section 4 shall be determined and paid within ninety days after the end of the Fiscal Year.

5. STOCK OPTION. The Committee will grant to you pursuant to the terms of the Stock Option Plan stock options to purchase a total of 75,000 shares of Genesco's common stock. The stock option grant will be made as soon as practicable after the date hereof. The incentive option will be for the maximum number of shares permitted under Section 422(d) of the Internal Revenue Code, and the remaining shares, if any, will be subject to a non-qualified option. The options will be for a term of 10 years and will be exercisable at the exercise price for 25,000 shares one year after the date of grant, for 50,000 shares two years after the date of grant and for the full 75,000 shares three years after the date of grant. The Committee will also consider granting to you an additional option for at least 25,000 shares on or before December 31, 1994, but the granting of any additional options and the number of shares subject to any such option shall be at the sole discretion of the Committee.

6. OTHER EXECUTIVE BENEFITS. During the term of this Agreement, you will be entitled to participate in or receive benefits under all employee benefit plans and optional executive benefits and perquisites which are generally made available to the senior corporate officers of the Company. Those currently include Company-paid life insurance, supplemental medical insurance, car allowance and tax and financial planning reimbursement. In lieu of the executive life insurance benefit currently provided corporate officers, the Company will pay future premiums on your Connecticut Mutual life insurance policy (No. 4700073) and will reimburse you for the pro rata portion of your annual premium paid August 17, 1993 in the amount of $5,250.

7. CONTRACTUAL RESTRICTIONS. You represent to the Company that your employment by the Company and the performance of your duties hereunder will not violate or constitute a breach of any contractual restriction binding on you.

8. CHANGE OF CONTROL. In the event of a Change of Control at any time while you are employed by the Company, you shall thereafter be employed for a term of three years from the date on which a Change of Control occurs (such three-year term following a Change of Control being referred to as the "Extended Term") and your employment by the Company thereafter shall be upon the following terms:

(a) During the Extended Term you will be entitled to exercise such authority and perform such executive duties as are commensurate with those being performed by you immediately prior to the date on which a Change of Control occurs, such services to be performed primarily at the executive offices of the Company. During the Extended Term you will have the opportunity for base salary increases from time to time in accordance with the Company's regular compensation practices and will be eligible to participate on a reasonable basis in all bonus, stock option and other incentive compensation plans which provide opportunities for you to receive compensation equal to those available to you under the plans in which you were participating immediately prior to the date on which a Change of Control occurs. You will also be entitled to receive employee and fringe benefits equivalent to those to which you were entitled immediately prior to the date on which a Change of Control occurs.

(b) In the event (i) the Company terminates your employment for any reason other than for Cause or (ii) the Company makes a significant change in the nature or significant reduction in the scope of your authority or duties from those exercised or performed by you immediately prior to the date on which a Change of Control occurs or otherwise breaches any provision of this Agreement in any material respect or (iii) you make a reasonable, good faith determination that, as a result of a Change of Control and changed circumstances thereafter significantly affecting your position, you are unable to exercise the authority or perform the duties of your position as contemplated in this Section 8, any of such events being referred to herein as a "Terminating Event," then you shall be relieved of any responsibility to perform your duties as an executive officer of the Company, and the Company shall nonetheless be obligated to pay to you your base salary through the end of the month in which the Terminating Event occurs, plus a cash bonus equal to one-half of the maximum annual bonus for which you would have been eligible for the Fiscal Year in which the Terminating Event occurs multiplied by a fraction, the numerator of which is the number of days from February 1 of such Fiscal Year to the date of the Terminating Event and the denominator of which is 365. During the remainder of the Extended Term following a Terminating Event (a) the Company shall pay you in monthly installments the sum of (i) an amount equal to the monthly base salary you were receiving at the time of the Terminating Event plus (ii) an amount equal to the average of the annual bonuses paid to you for the two Fiscal Years next preceding the Terminating Event (excluding any Fiscal Year in which no bonus was paid) divided by twelve, but in no event less than $8,333 per month if a Terminating Event occurs in Fiscal Year 1995 or 1996. You shall also continue to be entitled to all benefits and service credit for benefits under employee benefit plans of the Company during the remainder of the Extended Term as if you were still employed. To the extent that such benefits or service credit for benefits are not payable or provided under any plans to you, your dependents, beneficiaries or estate because you are no longer an employee of the Company, the Company shall itself pay or provide for payment of such benefits to you, your dependents, beneficiaries or estate.

(c) You agree that there shall be no obligation on the part of the Company to provide any payments or benefits described in subsection 8(b) if, during the Extended Term that such payments are to be made or benefits to be provided, (i) you become employed by or are otherwise engaged or financially interested in any business which is competitive with any business of the Company or any of its subsidiaries in which the Company or any such subsidiary was engaged during your employment and (ii) such employment or competitive conduct or financial interest is likely to cause, or causes, material damage to the Company or any of its subsidiaries.

(d) You agree that during and after the Extended Term you will not divulge or appropriate to your own use or to the use of others any secret or confidential information or knowledge pertaining to the business of the Company or any of its subsidiaries which you obtain during your employment by the Company.

(e) If a Terminating Event occurs, you agree to make reasonable efforts to mitigate damages by seeking other employment; provided, however, that you will neither be required to accept a position of substantially different character than the position held by you with the Company immediately prior to the date on which a Change of Control occurs or a position which would cause you to violate your fiduciary duties to the Company or the terms of this Agreement nor be required to accept a position in a location which is unreasonable, given your personal circumstances. To the extent that you receive compensation or benefits or service credit for benefits from other employment, the payments and the benefits described in subsection 8(b) shall be correspondingly reduced.

(f) If a Terminating Event occurs, you may elect, within sixty days after the date of such Terminating Event, to be paid a lump sum severance allowance, in lieu of the monthly payments and benefits described in subsection 8(b), in an amount which is equal to the lump sum present value, determined on a reasonable basis, of the sum of (i) the monthly base salary and bonus payments payable following a Terminating Event during the remainder of the Extended Term or for 24 calendar months, whichever is less, plus the pro rata share of any bonus which would have been payable for the Fiscal Year in which the Terminating Event occurs and (ii) the pension benefits you would have accrued under any qualified pension or retirement benefit plan maintained by the Company in which you would have been entitled to participate if you had remained in the employ of the Company for the remainder of the Extended Term or for 24 months, whichever is less. The present value of such lump sum payment shall be determined by discounting expected payments and benefits at a rate equal to the interest rate of 26-week Treasury Bills at the most recent auction as published in The Wall Street Journal. If you elect to receive a lump sum severance allowance, you will be under no duty to mitigate severance payments and will not be restricted from becoming employed by or otherwise engaged or financially interested in any competitive business as provided above.

9. DEFINITIONS. The following terms and phrases used this Agreement shall have the meanings ascribed to them below:

Agreement means this letter agreement dated December 8, 1993 between Thomas B. Clark and Genesco Inc.

Board means the full board of directors of Genesco Inc.

Cause means (i) a material failure to comply with the Company's policy on ethical business conduct in the course of employment by the Company, (ii) commission of a felony, (iii) any material failure to faithfully perform duties imposed as an employee of the Company or comply with the terms of this Agreement, (iv) failure to accept any office to which elected by the Board consistent with the provisions of this

Agreement, (v) a material failure to follow the expressed, lawful directives of the Board, (vi) the incurrence of any Disability or (vii) any other personal conduct which is substantially prejudicial or injurious to the interests of the Company.

Change of Control means a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934 as in effect on the date of this Agreement; provided that, without limitation, such a change of control shall be deemed to have occurred if and when (i) any "person" (as such term is defined in Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934) is or becomes a beneficial owner, directly or indirectly, of securities of the Company representing 25% or more of the combined voting power of the Company's then outstanding securities or (ii) individuals who were members of the board of directors of the Company immediately prior to a meeting of the shareholders of the Company involving a contest for the election of directors do not constitute a majority of the board of directors following such election.

Committee means the compensation committee of the Board or such other committee which exercises substantially the same responsibilities delegated to the compensation committee on the date hereof.

Company means Genesco Inc., a Tennessee corporation.

Disability means inability to perform duties as a senior executive officer of the Company by reason of a medically determinable, physical or mental impairment which has lasted or can be expected to last for a continuous period of at least six months.

Effective Date is defined in Section 2 of this Agreement.

Extended Term is defined in Section 8 of this Agreement.

Fiscal Year means the fiscal year of the Company ending January 31 (e.g., Fiscal Year 1994 is the fiscal year ending January 31, 1994).

Stock Option Plan means the Company's 1987 stock option plan approved by shareholders of the Company on June 16, 1987, as subsequently amended and as may be amended in the future from time to time.

Terminating Event is defined in Section 8.

10. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to contracts made and to be wholly performed within that State.

11. NOTICES. Any notice required or permitted hereunder shall be either hand delivered or shall be sent by registered or certified mail, return receipt requested, addressed, if to Genesco to its corporate headquarters, attention of the

corporate secretary, and, if to you, to your residence address indicated above or to such other address as you may have previously designated for such purpose.

12. ASSIGNMENT. You acknowledge that the services to be rendered by you pursuant to this Agreement are unique and personal and that you may not assign any of your rights or obligations under this Agreement. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon any successor in interest to the Company by merger or consolidation or by assignment in connection with the sale of substantially all of the assets of the Company.

13. ENTIRE AGREEMENT; AMENDMENT OR WAIVER. This Agreement sets forth the Company's entire offer of employment. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by the Company which are not set forth expressly in this Agreement. No provision of this Agreement may be modified or waived, unless such waiver or modification is agreed to in writing and is signed by you and an executive officer of the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any provision of this Agreement to be performed or observed by the other party shall be deemed a waiver of any other provision at the same time or the same or any other provision at any prior or subsequent time.

Please confirm your acceptance of the Company's offer of employment upon the terms and conditions set forth in this Agreement by signing and returning to the Company the enclosed copy of this letter.

Very truly yours,

GENESCO INC.

By /s/ E. Douglas Grindstaff
E. Douglas Grindstaff
President and Chief Executive Officer

Confirmed and agreed:

/s/ Thomas B. Clark
Thomas B. Clark

October 26, 1993

Exhibit 10(x)

Mr. Michael Corbett
1 Sunnybrook Road
Basking Ridge, NJ 07929

Dear Mike:

I am pleased to revise our offer to you for the position of Treasurer for GENESCO.

1. BASE SALARY. Your base salary will be at the rate of $11,250.00 per month as of the date you assume your duties on or before October 15, 1993.

2. INCENTIVE COMPENSATION. You will become eligible to participate in GENESCO's Management Incentive Compensation Plan commencing with the fiscal year beginning February 1, 1994 and ending January 31, 1995. You will be eligible to earn a cash award of up to a maximum of 30% of your aggregate base salary received during that fiscal year. The amount of and conditions for earning each cash award earned by you shall be determined under the provisions of the GENESCO Management Incentive Compensation Plan applicable to that fiscal year. GENESCO has no present intention to make a substantial change in the plan for the fiscal year ending January 31, 1995, or any subsequent fiscal year, but any change, substantial or otherwise, that may be made would apply to you and all other participants similarly situated.

   For the fiscal year ending January 31, 1995, GENESCO will make a cash payment to supplement any award you may receive under the 1995 Plan in an amount equal to $15,000 less any award actually earned under the 1995 Plan. This special supplement payment, designed to assure you of a minimum cash payment of $15,000, is applicable only to the fiscal year ending January 31, 1995 and requires that you remain employed through your payment date. Any future bonuses will be payable strictly in accordance with the terms of any incentive plan then in effect.

3. SIGNING BONUS. As an inducement for you to accept this offer, in order to defer expenses not covered by the relocation expense provision described in section number seven of this letter, the Company will pay you a total of $30,000, to be paid after completion of 30 days of employment at GENESCO. In order to receive this payment, you must remain employed at GENESCO through the payment date.

4. STOCK OPTIONS. We will recommend to the Compensation Committee of the board of Directors that you be granted 2,000 shares of stock at the next scheduled committee meeting.

5. BENEFITS. You will be entitled to participate in the employee benefit plans which are generally available to management employees of the Company. In addition, you will be eligible for coverage under the following executive benefit programs:

   Hospital Surgical Coverage for Dependents - The premium for the basic Comprehensive Medical Plan for your dependents, in addition to your personal coverage, will be absorbed by the Company.

   Group Life Insurance - The premium for your group life insurance under the company plan will be absorbed by the Company. The amount of coverage under the group plan is $90,000. An equal amount of Accidental Death and Dismemberment coverage is provided.

   Medical Reimbursement Plan - Medical expenses for you and your eligible dependents in excess of coverage provided by the GENESCO Group Health Plan will be paid by the Company to an amount not to exceed ten percent (10%) of your total annual compensation for the preceding year. Employees who do not have "preceding year" earnings will have a maximum based upon the current year. Credit for any unused part of the benefit may not be carried forward from year to year.

   The following items are covered:

   * hospital charges
   * physician charges
   * surgery, except cosmetic surgery

   * x-ray
   * laboratory
   * physical examination

* dental
* eye examination
* lenses (but not more than one pair per person each 12 months)
* frames (but not more than pair per person each 36 months, up to a maximum of $200)

In lieu of prescription eye glasses, contact lenses will be covered up to $200 per person, each 12 months.

The following items are not covered by the Medical Reimbursement Plan, but may be covered by the basic comprehensive medical plan after an annual deductible.

* drugs
* private duty nursing
* medical equipment other than lenses and frames

The above benefits become effective the first of the month following one full month of employment.

If you have any questions concerning these benefit plans, please contact Buford Eubanks at (615) 367-7853.

6. ELECTION OF OFFICER. Our intent is to recommend to the Board of Directors your election as Treasurer at the next regularly scheduled board meeting.

   Upon your election as an officer, your benefits will change as follows:

   A. GENESCO will apply for a $400,000 individual non-rated life insurance policy to replace the $90,000 of group life coverage described above. The issuance of a policy is subject to meeting the required underwriting standards of the insurance company.

   B. You will be reimbursed for actual tax preparation fees incurred.

   C. You will be reimbursed up to $2,000 annually for financial/estate planning fees.

7. RELOCATION EXPENSES. Genesco will provide the following relocation reimbursements upon submission of itemized expense reports together with supporting receipts or documentation if you complete your relocation to Nashville.

- Transportation expense (26 cents per mile) from Mahwah and temporary living expense for a period not to exceed three months until you relocate your family to Nashville.

- Reimbursement for customary real estate brokerage commissions for the sale of your current principal residence.

- GENESCO will pay direct moving costs of packing, transporting and unpacking your family's household furnishings to your new principal residence in Nashville.

- Reimbursement up to 1 1/2% of the new mortgage principal for documented combination of points, loan origination fees and loan discount fees actually incurred should you purchase a residence in the Nashville area.

- Reimbursement of documented closing cost, excluding insurance, interest and taxes on new principal residence.

- Reimbursement for miscellaneous documented relocation expenses not to exceed one-half of one month's salary. Acceptable miscellaneous expenses include automobile licensing, tags, sales tax, etc.; driver's license; utility installation/connection fees (excluding refundable deposits); window hardware, installation, draperies, blinds/shades; baby-sitting; pet care; carpet/residence cleaning; and incidental items of $25 or less.

You will be responsible for any taxes resulting from relocation reimbursements. Copies of all documentation should be sent to Richard Bawcom, Director of Compensation.

8. SEVERANCE. If the Company terminates your employment prior to the second anniversary of your employment for any reason other than for Cause, you will be entitled (i) to receive on the 20th day of each month for a six month period commencing on the date of such termination (the "Severance Period") severance payments at a rate equal to your monthly base salary in effect immediately prior to the date on which a decision is made to terminate your employment (but not less than $11,250.00), reduced by the amount of any compensation you may earn from other employment (including self-employment) during each such month. You will certify to the Company each month as to whether you are engaged in other employment (including self-employment) and the amount of compensation earned therefrom. This severance arrangement is in lieu of any other severance

benefits you may be entitled to under the Company's policies or otherwise.

The term "Cause" as used herein shall mean (i) conviction of a felony; (ii) the incurrence of a mental or physical disability continuing for a period of 180 consecutive days which renders you unable to effectively carry out the important duties or responsibilities assigned to you as an employee of the Company, whether by reason of accident, illness or otherwise; (iii) failure to make all reasonable efforts to follow the expressed lawful directives of the Company's board of directors, its chief executive officer, or the executive to whom you report; (iv) violation of the Company's policies on ethical business conduct (a copy of such policies currently in effect being attached as Exhibit A); (v) failure to faithfully perform your duties as an employee of the Company; or (vi) intentional or gross negligent misconduct by you injurious in any material way to the interest of the Company. "Cause" shall not include mere bad business judgment or any acts or omission, not covered by Item (i) or Item (iii) through (vi) above reasonably believed by you in good faith to have been in or not opposed to the best interest of the Company.

9. CONTRACTUAL RESTRICTIONS. It is not GENESCO's intent for you to violate any agreements with previous employers. Your employment by GENESCO is based upon your representation that your employment and the performance of your duties on behalf of GENESCO will not violate or constitute a breach of any contractual restrictions binding you.

10. CONDITIONS OF EMPLOYMENT. All management employees are subject to certain conditions of employment. Such conditions include the execution and delivery of GENESCO's Intellectual Property Agreement and acceptance of and adherence to the terms and conditions of GENESCO's Policy on Ethical Business Conduct. A copy of the Intellectual Property Agreement and a copy of GENESCO's Policy on Ethical Business Conduct are enclosed for your review. The Intellectual Property Agreement and the Ethical Business Conduct reply form must be signed after you report to work. You also will be required to provide proof of employment eligibility as required.

11. ENTIRE OFFER OF EMPLOYMENT. This letter sets forth GENESCO's entire offer of employment and supersedes all prior communications, both written and verbal, with respect thereto. This letter shall not be construed to limit in any way the Company's latitude to terminate your employment at any time with or without cause or to otherwise change from time to time your duties, the location of your employment, or any of the terms and conditions of your employment. Your

employment at GENESCO will be on an "at will" basis. The compensation, benefits, and prerequisites provided to you pursuant to this letter shall be subject to any withholdings and deductions and other matters required by any applicable tax laws.

Mike, I sincerely believe you can make a major contribution to the future success of GENESCO. Please affirm your receipt and acceptance of our offer by signing and returning the enclosed copy of this letter.

Sincerely,

/s/ James S. Gulmi
- ------------------
James S. Gulmi

Acceptance /s/ Michael A Corbett   Date: 10-27-93
           ---------------------   ----------
               Michael Corbett

cc: Steve Little, Richard Bawcom

GENESCO INC. EXHIBIT 11
AND CONSOLIDATED SUBSIDIARIES
Earnings Per Common and
Common Share Equivalent
Years Ended January 31

IN THOUSANDS	1994 EARNINGS	1994 SHARES	1993 EARNINGS	1993 SHARES	1992 EARNINGS	1992 SHARES
PRIMARY EARNINGS (LOSS) PER SHARE						
Earnings (loss) before extraordinary loss and cumulative effect of change in accounting principle	$(51,779)		$ 9,693		$ 461	
Preferred dividend requirements	307		312		296	
Earnings (loss) before extraordinary loss and cumulative effect of change in accounting principle applicable: to common stock and average common shares outstanding	$(52,086)	24,159	$ 9,381	22,946	$ 165	22,768
Employees preferred and stock options deemed to be common stock equivalents		-0-		283		125
Totals before extraordinary loss and cumulative effect of change in accounting principle	$(52,086)	24,159	$ 9,381	23,229	$ 165	22,893
PER SHARE	$ (2.16)		$ .40		$ .01	
Earnings (loss) before cumulative effect of change in accounting principle	$(52,019)		$ 9,110		$ 461	
Preferred dividend requirements	307		312		296	
Earnings (loss) before cumulative effect of change in accounting principle applicable to common stock and average common shares outstanding	$(52,326)	24,159	$ 8,798	22,946	$ 165	22,768
Employees preferred and stock options deemed to be a common stock equivalent		-0-		283		125
Totals before cumulative effect of change in accounting principle	$(52,326)	24,159	$ 8,798	23,229	$ 165	22,893
PER SHARE	$ (2.17)		$ .38		$ .01	
Net earnings (loss)	$(54,292)		$ 9,110		$ 461	
Preferred dividend requirements	307		312		296	
Net earnings (loss) applicable to common stock and average common shares outstanding	$(54,599)	24,159	$ 8,798	22,946	$ 165	22,768
Employees preferred and stock options deemed to be a common stock equivalent		-0-		283		125
Total net earnings (loss)	$(54,599)	24,159	$ 8,798	23,229	$ 165	22,893
PER SHARE	$ (2.26)		$ .38		$ .01	

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Earnings Per Common and
Common Share Equivalent
Years Ended January 31

EXHIBIT 11
Continued

IN THOUSANDS	1994 EARNINGS	1994 SHARES	1993 EARNINGS	1993 SHARES	1992 EARNINGS	1992 SHARES
FULLY DILUTED EARNINGS (LOSS) PER SHARE						
Earnings (loss) before extraordinary loss and cumulative effect of change in accounting principle applicable to common stock and average common shares outstanding	$(52,086)	24,159	$ 9,381	23,229	$ 165	22,893
Senior securities the conversion of which would dilute earnings per share		-0-		144		118
Totals before extraordinary loss and cumulative effect of change in accounting principle	$(52,086)	24,159	$ 9,381	23,373	$ 165	23,011
PER SHARE	$ (2.16)		$ .40		$ .01	
Earnings (loss) before cumulative effect of change in accounting principle applicable to common stock and average common shares outstanding	$(52,326)	24,159	$ 8,798	23,229	$ 165	22,893
Senior securities the conversion of which would dilute earnings per share		-0-		144		118
Totals before cumulative effect of change in accounting principle	$(52,326)	24,159	$ 8,798	23,373	$ 165	23,011
PER SHARE	$ (2.17)		$ .38		$ .01	
Net earnings (loss) applicable to common stock and average common shares outstanding	$(54,599)	24,159	$ 8,798	23,229	$ 165	22,893
Senior securities the conversion of which would dilute earnings per share		-0-		144		118
Total net earnings (loss)	$(54,599)	24,159	$ 8,798	23,373	$ 165	23,011
PER SHARE	$ (2.26)		$ .38		$ .01	

All figures in thousands except amount per share.

EXHIBIT (21)

SUBSIDIARIES OF THE REGISTRANT

SUBSIDIARIES OF THE COMPANY:

NAMES OF SUBSIDIARY	PLACE OF INCORPORATION	PERCENT OF VOTING SECURITIES OWNED BY REGISTRANT
Beagen Street Corporation	Delaware	100
Flagg Bros. of Puerto Rico, Inc.	Delaware	100
GCO Properties, Inc.	Tennessee	100
Genesco de Mexico, S.A. de C.V.	Mexico	100
Genesco Global, Inc.	Delaware	100
Genesco Merger Company Inc.	Tennessee	100
Genesco Netherlands BV	Netherlands	100
Genesco World Apparel, Ltd.	Delaware	100
Mitre Sports International Limited	England	100
GCO Apparel, Inc.	Tennessee	100

EXHIBIT (99)

GENESCO STOCK SAVINGS PLAN

Financial Statements

January 31, 1994 and 1993

PRICE WATERHOUSE

April 22, 1994

To the Participants and Administrator
of the Genesco Stock Savings Plan

Report of Independent Accountants

In our opinion, the accompanying statement of financial condition and the related statement of income and changes in plan equity present fairly, in all material respects, the financial condition of the Genesco Stock Savings Plan at January 31, 1994 and 1993, and the income and changes in plan equity for each of the three years in the period ended January 31, 1994, in conformity with generally accepted accounting principles. These financial statements are the responsibility of the plan's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with generally accepted auditing standards which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

/s/ Price Waterhouse
- --------------------

GENESCO STOCK SAVINGS PLAN
Statement of Financial Condition
January 31

ASSETS	1994	1993
Due from Genesco Inc.	$277,788	$222,185
TOTAL ASSETS	$277,788	$222,185
LIABILITIES AND PLAN EQUITY		
Payable to withdrawn participants	$ 12,218	$ 2,624
Plan equity	265,570	219,561
TOTAL LIABILITIES AND PLAN EQUITY	$277,788	$222,185

The accompanying Notes are an integral part of these Financial Statements.

GENESCO STOCK SAVINGS PLAN
Statement of Income and Changes in Plan Equity
For the Years Ended January 31

	1994	1993	1992
Interest income	$ 16,345	$ 17,032	$ 17,445
Net income	16,345	17,032	17,445
Employee contributions	302,040	273,860	253,466
Options exercised	(188,238)	(189,165)	-0-
Distributions to withdrawn participants	(84,138)	(223,906)	(43,182)
Net increase (decrease) in plan equity	46,009	(122,179)	227,729
Plan equity at beginning of period	219,561	341,740	114,011
PLAN EQUITY AT END OF PERIOD	$ 265,570	$ 219,561	$341,740

The accompanying Notes are an integral part of these Financial Statements.

GENESCO STOCK SAVINGS PLAN
Notes to Financial Statements

NOTE 1
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The records of the Genesco Stock Savings Plan (the "Plan") are maintained on the accrual basis of accounting.

All expenses incurred in administration of the Plan are paid by Genesco Inc. (the "Company") and are excluded from these financial statements.

NOTE 2
THE PLAN

BACKGROUND AND SUMMARY
The following description of the Plan provides only general information. Participants should refer to the Plan prospectus for a more complete description of the Plan's provisions.

The Plan was created in June 1990 to advance the interests of the Company and its shareholders by enabling the Company to attract and retain qualified employees and by encouraging employees to identify with shareholder interests through the acquisition of shares of the Company's common stock.

ELIGIBILITY
All employees become eligible to participate in the Plan after one year of employment with more than 1,000 hours of service and annual compensation of less than $100,000.

CONTRIBUTIONS
Contributions to the Plan are solely from participating employees of the Company who, through after-tax payroll deductions, may use their contributions, and interest earned thereon, to purchase common stock of the Company at the end of a two-year option period.

An option enables the participant to purchase shares of the Company's common stock at the lower of the fair market value of such shares at the date the option is granted or the date at which it is exercised. Options are to be granted each year through August 1, 1999, unless the board of directors, at its discretion, determines in advance that no options are to be granted. The options granted and rights thereto may not be sold, assigned, pledged or otherwise transferred and may be exercised during the lifetime of the participant only by the participant.

PARTICIPANT ACCOUNTS
A separate account is maintained for participant's contributions and interest income thereon. The Company provides each participant with an annual statement reflecting the value of their account. Participant contributions are held by Genesco Inc., which has an unfunded and unsecured obligation to the Plan.

NOTE 2
THE PLAN, CONTINUED

The Plan requires interest income to be credited to the participants' accounts quarterly based on their average account balance and computed using the index rate of a local bank in effect on the first business day of each quarter.

VESTING
Participants are 100% vested in the value of their account and may withdraw from the Plan at anytime with 30 days advance notice.

If a participant is terminated for any reason other than retirement or death, the participant's involvement in the Plan and any unexercised options automatically terminate, and the participant will receive the balance of their account in cash.

TERMINATION OF THE PLAN
The Company reserves the right to terminate the Plan at anytime. In the event of termination, the balance of each participant's account shall be paid in cash as soon as is reasonably practicable.

PLAN ADMINISTRATOR
The Plan is administered by the director of employee benefits of the Company and, as to certain matters, by the compensation committee of the board of directors or the board of directors of the Company.

REGULATORY MATTERS
The Plan is intended to qualify as an Employee Stock Purchase Plan within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended. Accordingly, no income will result for federal income tax purposes when the option is granted or exercised, however, income may result upon disposition of the stock. Interest accruing on a participant's account is includable in taxable income of the participant upon the earlier of withdrawal from the Plan or exercise of the participant's option.

The Plan is not subject to any provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

GENESCO STOCK SAVINGS PLAN
Notes to Financial Statements

NOTE 3
SUPPLEMENTAL DATA

OPTIONS TO PURCHASE COMPANY STOCK	TOTAL	PLAN 1990	PLAN 1991	PLAN 1992	PLAN 1993
Outstanding, February 1, 1992	122,016	75,572	46,444	-0-	-
Subscribed	50,156	-	-	50,156	-
Exercised	(37,833)	(37,833)	-	-	-
Withdrawn	(47,357)	(37,739)	(9,388)	(230)	-
Outstanding, January 31, 1993	86,982	-0-	37,056	49,926	-0-
Subscribed	40,093	-	-	-	40,093
Exercised	(30,118)	-	(30,118)	-	-
Withdrawn	(18,132)	-	(6,938)	(7,627)	(3,567)
Outstanding, January 31, 1994	78,825	-	-0-	42,299	36,526
Fair Market value of stock at date of grant		$5.00	$6.25	$7.625	$8.625
Date of grant		8/1/90	10/1/91	10/1/92	10/1/93
Fair market value of stock at date of exercise		$5.875	$8.00	N/A	N/A
Exercise date		7/31/92	9/30/93	9/30/94	9/30/95

NUMBER OF PARTICIPANTS	TOTAL	PLAN 1990	PLAN 1991	PLAN 1992	PLAN 1993
As of February 1, 1992	527	332	195	-	-
Initial enrollment	203	-	-	203	-
Exercised options	(142)	(142)	-	-	-
Withdrawn	(243)	(190)	(47)	(6)	-
As of January 31, 1993	345	-0-	148	197	-
Initial enrollment	156	-	-	-	156
Exercised options	(106)	-	(106)	-	-
Withdrawn	(94)	-	(42)	(36)	(16)
As of January 31, 1994	301	-	-0-	161	140