

As Filed With the Securities and Exchange Commission
on September 14, 1995

Registration No. 33-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

GENESCO INC.
(Exact name of Registrant as specified in its charter)

TENNESSEE
(State or other jurisdiction of
incorporation or organization)

62-0211340
(I.R.S. employer
identification no.)

GENESCO PARK
1415 MURFREESBORO ROAD
NASHVILLE, TENNESSEE
(Address of Principal Executive Offices)

37217-2895
(Zip Code)

GENESCO EMPLOYEE STOCK PURCHASE PLAN
(Full title of the plan)

ROGER G. SISSON
GENESCO INC.
GENESCO PARK
1415 MURFREESBORO ROAD
NASHVILLE, TENNESSEE 37217-2895
(Name and address of agent for service)

(615) 367-7000
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered(1)	Amount to be registered	Proposed maximum offering price per share(2)	Proposed maximum aggregate offering price(2)	Amount of registration fee
Common Stock, par value \$1.00 per share	1,000,000 shares	\$3.51	\$3,510,000	\$1,210.34

(1) In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan described herein.

(2) The offering price is estimated solely for the purpose of determining the amount of the registration fee. Such estimate has been calculated based on the average of the high and low trading prices reported on the New York Stock Exchange Composite Transactions tape for September 7, 1995 in accordance with Rule 457(c) and (h).

PART II
INFORMATION REQUIRED IN THE REGISTRATION
STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents previously filed by Genesco Inc., a Tennessee corporation (the "Registrant"), with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated herein by reference:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended January 31, 1995;
- (b) The Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended April 30, 1995; and
- (c) The description of the Registrant's Common Stock, par value \$1.00 per share (the "Common Stock"), contained in the Registrant's registration statement on Form 8-A, as amended or updated pursuant to the Exchange Act.

All documents and reports subsequently filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this Registration Statement which indicates that all shares covered hereby have been sold or which deregisters all such shares then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

None.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Tennessee Business Corporation Act ("TBCA") provides that a corporation may indemnify any of the directors and officers against liability incurred in connection with a proceeding if (i) such person acted in good faith; (ii) in the case of conduct in an official capacity with the corporation, he reasonably believed such conduct was in the corporation's best interests; (iii) in all other cases, he reasonably believed that his conduct was at least not opposed to the best interests of the corporation; and (iv) in connection with any criminal proceeding, such person had no reasonable cause to believe his conduct was unlawful. In actions brought by or in the right of the corporation, however, the TBCA provides that no indemnification may be made if the director or officer was adjudged to be liable to the corporation. The TBCA also provides that in connection with any proceeding charging improper personal benefit to an officer or director, no indemnification may be made if such officer or director is adjudged liable on the basis that such personal benefit was improperly received. Notwithstanding the foregoing, the TBCA provides that a court of competent jurisdiction, unless the corporation's charter provides otherwise, upon application, may order that an officer or director be indemnified at reasonable expenses if, in consideration of all relevant circumstances, the court determines that such individual is fairly and reasonably entitled to indemnification, notwithstanding the fact that (i) such officer or director was adjudged liable to the corporation in a proceeding by or in right of the corporation; (ii) such officer or director was adjudged liable on the basis that personal benefit was improperly received by him; or (iii) such officer or director breached his duty of care to the corporation.

The Registrant's Restated Charter and the Registrant's Bylaws provide that no director shall be personally liable to the Registrant or its shareholders for monetary damages for breach of any fiduciary duty as a director except to the extent provided by the TBCA. Under the TBCA, this provision relieves the Registrant's directors from personal liability arising from a judgment or other final adjudication establishing (i) any breach of the director's duty of loyalty, (ii) acts or commissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) any unlawful distributions. The Registrant has entered into indemnification agreements with each of its directors.

The foregoing statements contained within this Item 6 are subject to the detailed provisions of the Tennessee Business Corporation Act, the Registrant's Restated Charter and the Registrant's Bylaws referenced above.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

- 4.1 Genesco Employee Stock Purchase Plan.
- 4.2 Restated Charter of the Registrant (previously filed as Exhibit (3)b to the Registrant's Annual Report on Form 10-K for the year ended January 31, 1993).
- 4.3 Bylaws of the Registrant (previously filed as Exhibit (3)a to the Registrant's Annual Report on Form 10-K for the fiscal year ended January 31, 1995).
- 5 Opinion of Registrant's legal counsel.
- 23.1 Consent of Registrant's legal counsel (included in Exhibit 5).
- 23.2 Consent of Price Waterhouse LLP.
- 24 Powers of Attorney (included at pages II-5 and II-6).

ITEM 9. UNDERTAKINGS

A. The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment hereof) which individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act, that are incorporated by reference in the Registration Statement.

- (2) That, for the purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and each filing of the Plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, State of Tennessee, on the 14th day of September, 1995.

GENESCO INC.

By: /s/ David M. Chamberlain

 David M. Chamberlain
 Chairman, President and
 Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints James S. Gulmi and Roger G. Sisson, or either of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including, without limitation, post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated:

SIGNATURE -----	TITLE -----	DATE ----
/s/ David M. Chamberlain ----- David M. Chamberlain	Chairman, President, Chief Executive Officer and Director (Principal Executive Officer)	September 14, 1995

/s/ James S. Gulmi ----- James S. Gulmi	Vice President, Finance and Treasurer (Principal Financial Officer	September 14, 1995
/s/ Paul D. Williams ----- Paul D. Williams	Principal Accounting Officer	September 14, 1995
/s/ Harry D. Garber ----- Harry D. Garber	Director	September 14, 1995
/s/ W. Lipscomb Davis, Jr. ----- W. Lipscomb Davis, Jr.	Director	September 14, 1995
/s/ John Diebold ----- John Diebold	Director	September 14, 1995
/s/ Joel C. Gordon ----- Joel C. Gordon	Director	September 14, 1995
/s/ William A. Williamson, Jr. ----- William A. Williamson, Jr.	Director	September 14, 1995
/s/ William S. Wire II ----- William S. Wire II	Director	September 14, 1995

EXHIBIT
INDEX

Exhibit No	Exhibit Description
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4.2	Restated Charter of the Registrant (previously filed as Exhibit (3)b to the Registrant's Annual Report on Form 10-K for the fiscal year ended January 31, 1993)
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5	Opinion of Registrant's legal counsel
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GENESCO EMPLOYEE STOCK PURCHASE PLAN

ARTICLE I
INTRODUCTION

1.1 ESTABLISHMENT OF PLAN

Genesco Inc., a Tennessee corporation ("Genesco") with principal offices located in Nashville, Tennessee, adopts the following employee stock purchase plan for its eligible employees, effective on October 1, 1995, subject to Section 3.1. This Plan shall be known as the Genesco Employee Stock Purchase Plan.

1.2 PURPOSE

The purpose of this Plan is to provide an opportunity for eligible employees of the Employer to become shareholders in Genesco. It is believed that broad-based employee participation in the ownership of the business will help to achieve the unity of purpose conducive to the continued growth of the Employer and to the mutual benefit of its employees and shareholders.

1.3 QUALIFICATION

This Plan is intended to be an employee stock purchase plan which qualifies for favorable Federal income tax treatment under Section 423 of the Code.

ARTICLE II
DEFINITIONS

As used herein, the following words and phrases shall have the meanings specified below:

2.1 CLOSING MARKET PRICE

The last sale price of the Stock as reported on the New York Stock Exchange on the date specified or, if no sales occurred on such day, on the most recent day when sales occurred; but if there should be any material alteration in the present system of reporting

sales prices of such Stock, or if such Stock should no longer be listed on the New York Stock Exchange, the market value of the Stock as of a particular date shall be determined in such a method as shall be specified by the Plan Administrator.

2.2 CODE

The Internal Revenue Code of 1986, as amended from time to time.

2.3 CONTRIBUTION ACCOUNT

The account established on behalf of a Participant to which shall be credited the amount of the Participant's contribution, pursuant to Article V.

2.4 EMPLOYEE

Each employee of an Employer (a) whose total annual base salary is less than \$100,000, (b) who is not a Statutory Insider, and (c) whose customary employment by the Employer is greater than 20 hours per week and greater than five months per year.

2.5 EMPLOYER

Genesco or any corporation (i) which is a Subsidiary of Genesco, (ii) which is authorized by the Board of Directors to adopt this Plan with respect to its Employees, and (iii) which adopts this Plan. The term "Employer" shall include any corporation into which an Employer may be merged or consolidated or to which all or substantially all of its assets may be transferred, provided such corporation does not affirmatively disavow this Plan.

2.6 EXERCISE DATE

The last trading date of the Plan Year on the New York Stock Exchange.

2.7 EXERCISE PRICE

The price per share of the Stock to be charged to Participants at the Exercise Date, as determined in Section 6.3.

2.8 FIVE-PERCENT SHAREHOLDER

An Employee who owns five percent or more of the total combined voting power or value of all classes of stock of Genesco or any Subsidiary thereof. In determining this five percent test, shares of stock which the Employee may purchase under outstanding options, as well as stock attributed to the Employee under Section 424(d) of the Code, shall be treated as stock owned by the Employee in the numerator, but shares of stock which may be issued under options shall not be counted in the total of outstanding shares in the denominator.

2.9 GRANT DATE

The first trading date of the Plan Year on the New York Stock Exchange.

2.10 PARTICIPANT

Any Employee of an Employer who has met the conditions for eligibility as provided in Article IV and who has elected to participate in the Plan.

2.11 PLAN

The Genesco Employee Stock Purchase Plan.

2.12 PLAN ADMINISTRATOR

The committee composed of one or more individuals to whom authority is delegated by Genesco's board of directors to administer the Plan. The Plan Administrator shall initially be the Compensation Committee of Genesco's board of directors.

2.13 PLAN YEAR

A 12 month period beginning on the first day of October and ending on the last day of September in the following calendar year. The initial Plan Year shall commence on October 1, 1995 and end on September 30, 1996.

2.14 SHARES

Those shares of common stock of Genesco which are reserved pursuant to Section 6.1 for issuance upon the exercise of options granted under this Plan.

2.15 STATUTORY INSIDER

Any individual subject to Section 16(a) of the Securities Exchange Act of 1934, as amended, and any other person so designated by resolution of the Board of Directors.

2.16 SUBSIDIARY

Any corporation in an unbroken chain of corporations beginning with Genesco each of which (other than the last corporation in the chain) owns stock possessing 50% or more of the combined voting power of all classes of stock in one of the other corporations in such chain.

ARTICLE III
SHAREHOLDER APPROVAL

3.1 SHAREHOLDER APPROVAL OF PLAN

If the Plan is not approved by the shareholders of Genesco before October 1, 1995, it shall not take effect.

3.2 SHAREHOLDER APPROVAL FOR CERTAIN AMENDMENTS

Without the approval of the shareholders of Genesco, no amendment to this Plan shall

- (i) increase the number of Shares reserved under the Plan, other than as provided in Section 10.3;
- (ii) make participation in the Plan available to any person who is not an Employee; or

- (iii) make participation in the Plan available to employees or any corporation other than Genesco or any Subsidiary which adopts the Plan.

Approval by shareholders must comply with applicable provisions of the corporate charter and bylaws of Genesco, and with Tennessee law prescribing the method and degree of shareholder approval required for issuance of corporate stock or options.

ARTICLE IV ELIGIBILITY AND PARTICIPATION

4.1 CONDITIONS

Each Employee shall become eligible to become a Participant on October 1, 1995 or any October 1 thereafter if such Employee has been employed by the Employer for a continuous period of at least six months prior to such date. No Employee who is a Five-Percent Shareholder shall be eligible to participate in the Plan. Notwithstanding anything to the contrary contained herein, no individual who is not an Employee shall be granted an option to purchase Shares under the Plan.

4.2 APPLICATION FOR PARTICIPATION

Each Employee who becomes eligible to participate shall be furnished a summary of the Plan and an enrollment form. If such Employee elects to participate hereunder, he shall complete such form and file it with his Employer no later than the next September 15. The completed enrollment form shall indicate the amount of Employee contribution authorized by the Employee. If no new enrollment form is filed by a Participant in advance of any Plan Year after the initial Plan Year, that Participant shall be deemed to have elected to continue to participate with the same contribution previously elected (subject to the limit of 15% of base pay).

4.3 DATE OF PARTICIPATION

All Employees who elect to participate shall be enrolled in the Plan commencing with the first payday after the October 1 following their submission of the enrollment form. Upon becoming a Participant, the Participant shall be bound by the terms of this Plan, including any amendments whenever made.

ARTICLE V
CONTRIBUTION ACCOUNT

5.1 EMPLOYEE CONTRIBUTIONS

The enrollment form signed by each Participant shall authorize the Employer to deduct from the Participant's compensation an after-tax amount in an exact number of dollars during each payroll period which may not be less than five dollars (\$5.00) nor more than 15% of the Participant's base pay on the October 1 on which his enrollment is effective. The term "base pay" shall be determined before subtracting any of the Employee's contributions to the Genesco 401(k) plan and the Flexible Spending Accounts Plan. The dollar amount deducted on each payday shall be credited to the Participant's Contribution Account. No interest will accrue on any contributions or on the balance in a Participant's Contribution Account. The Company's obligations to Participants with respect to the Contributions under the Plan are unfunded and secured and Participants, their heirs and Legal Representatives are unsecured general creditors with no legal rights or claims to any particular assets of the Company.

5.2 MODIFICATION OF CONTRIBUTION RATE

No change shall be permitted in a Participant's amount of withholding except upon October 1, and then only if the Participant files a new enrollment form with the Employer at least 15 days in advance of such date designating the desired withholding rate; except that a Participant may notify the Employer at any time (except during the period from September 15 through September 30) that he wishes to discontinue his contributions. This notice shall be in writing and on such forms as provided by the Employer and shall become effective as of a date provided on the form not more than 30 days following its receipt by the Employer.

5.3 WITHDRAWAL OF CONTRIBUTIONS

A Participant may elect to withdraw the balance of his Contribution Account at any time during the Plan Year prior to the Exercise Date (except during the period from September 15 through September 30). The option granted to a Participant shall be canceled upon his withdrawal of the balance in his Contribution Account. The election to withdraw must be in writing on such forms as may be provided by the Employer. No

further contributions may be made with respect to a Plan Year in which a withdrawal occurs.

ARTICLE VI
ISSUANCE AND EXERCISE OF OPTIONS

6.1 RESERVED SHARES OF STOCK

Genesco shall reserve 1,000,000 Shares for issuance upon exercise of the options granted under this Plan. Subject to adjustment pursuant to Section 10.3, the aggregate number of Shares which may be purchased by Participants pursuant to options granted under the Plan shall not exceed the number of Shares reserved hereunder. Shares may, however, be originally issued by Genesco or purchased by Genesco on the open market, in the discretion of the Plan Administrator.

6.2 ISSUANCE OF OPTIONS

On the Grant Date each Participant shall be deemed to receive an option to purchase a number of Shares at an Exercise Price determined as provided in this Article VI.

6.3 DETERMINATION OF EXERCISE PRICE

The Exercise Price of the options granted under this Plan for any Plan Year shall be 85% of the Closing Market Price of the Stock on either the Exercise Date or the Grant Date, whichever is less.

6.4 PURCHASE OF STOCK

On an Exercise Date, all of the options which were granted on the previous Grant Date and which have not subsequently been canceled pursuant to the provisions of the Plan shall be automatically exercised. The Contribution Account of each Participant shall be used to purchase the number of whole Shares determined by dividing the Exercise Price into the balance of the Participant's Contribution Account. Any money remaining in a Participant's Contribution Account representing a fractional share shall remain in his Contribution Account to be used in the next Plan Year along with new contributions in

the next Plan Year; provided, however, that if the Participant does not enroll for the next Plan Year, the balance remaining shall be returned to him in cash.

6.5 TERMS OF OPTIONS

Options granted under this Plan shall be subject to such amendment or modification as the Plan Administrator shall deem necessary to comply with any applicable law or regulation, including but not limited to Section 423 of the Code, and shall contain such other provisions as the Plan Administrator shall from time to time approve and deem necessary.

6.6 LIMITATIONS ON OPTIONS

The options granted hereunder are subject to the following limitations:

- (a) The maximum number of Shares which may be purchased by any Participant on an Exercise Date shall be equal to the lesser of

- (i) 2,000 shares, or
- (ii) \$10,000 divided by the Closing Market Price on the Grant Date in that Plan Year.

The maximum number of Shares as determined above shall be adjusted upon the occurrence of an event described in Section 10.3.

- (b) No option may be granted to a Participant if immediately after the option is granted the Participant would be a Five-Percent Shareholder.
- (c) No Participant may assign, transfer or otherwise alienate any options granted to him under this Plan, otherwise than by will or the laws of descent and distribution, and such options may be exercised during the Participant's lifetime only by him.

6.7 PRO-RATA REDUCTION OF OPTIONED SHARES

If the total number of Shares to be purchased under option by all Participants on an Exercise Date exceeds the number of Shares remaining authorized for issuance under Section 6.1, a pro-rata allocation of the Shares available for issuance will be made among

the Participants in proportion to their respective Contribution Account balances on the Exercise Date, and any money remaining in the Contribution Accounts shall be returned to the Participants.

6.8 STATE SECURITIES LAWS

Notwithstanding anything to the contrary contained herein, the Company shall not be obligated to issue Shares to any Participant if to do so would violate any State securities law applicable to the sale of Shares to such Participant. In the event that the Company refrains from issuing Shares to any Participant in reliance on this Section, the Company shall return to such Participant the amount in such Participant's Contribution Account that would otherwise have been applied to the purchase of Shares.

ARTICLE VII TERMINATION OF PARTICIPATION

7.1 TERMINATION OF EMPLOYMENT

Any Employee whose employment with the Employer is terminated during the Plan Year for any reason except death, disability or retirement at or after age 55 shall cease being a Participant immediately. The balance of that Participant's Contribution Account shall be paid to such Participant as soon as practical after his termination. The options granted to such Participant shall be canceled as of the date of termination.

7.2 DEATH

If a Participant should die while employed by the Employer, no further contributions on behalf of the deceased Participant shall be made. The legal representative of the deceased Participant may elect to withdraw the balance in such Participant's Contribution Account by notifying the Employer in writing prior to the Exercise Date in the Plan Year during which the Participant died (except during the period from September 15 through September 30). In the event that no election to withdraw is made on or before the September 15 preceding the Exercise Date, the balance accumulated in the deceased Participant's Contribution Account shall be used to purchase Shares in accordance with Section 6.4. Any money remaining which is insufficient to purchase a whole Share shall be paid to the legal representative.

7.3 RETIREMENT

If a Participant should retire from the employment of the Employer at or after attaining age 55, no further contributions on behalf of the retired Participant shall be made. The Participant may elect to withdraw the balance in his Contribution Account by notifying the Employer in writing prior to the Exercise Date in the Plan Year during which the Participant retired (except during the period from September 15 through September 30). In the event that no election to withdraw is made on or before the September 15 preceding the Exercise Date, the balance accumulated in the retired Participant's Contribution Account shall be used to purchase Shares in accordance with Section 6.4, and any money remaining which is insufficient to purchase a whole Share shall be paid to the retired Participant.

7.4 DISABILITY

If a Participant should terminate employment with the Employer on account of disability, as determined by reference to the definition of "disability" in the Employer's long-term disability plan, no further contributions on behalf of the disabled Participant shall be made. The Participant may elect to withdraw the balance in his Contribution Account by notifying the Employer in writing prior to the Exercise Date in the Plan Year during which the Participant became disabled (except during the period from September 15 through September 30). In the event no election to withdraw is made on or before the September 15 preceding the Exercise Date, the balance accumulated in the disabled Participant's Contribution Account shall be used to purchase Shares in accordance with Section 6.4, and any money remaining which is insufficient to purchase a whole Share shall be paid to the disabled Participant.

ARTICLE VIII
OWNERSHIP OF STOCK

8.1 SHARE OWNERSHIP; FORM

The Shares purchased by a Participant on an Exercise Date shall, for all purposes, be deemed to have been issued and/or sold at the close of business on such Exercise Date. Prior to that time, none of the rights or privileges of a shareholder of Genesco shall inure to the Participant with respect to such Shares. All the Shares purchased under

the Plan shall be delivered by the Company in the manner determined by the Plan Administrator.

The Plan Administrator, in its sole discretion, may determine that the Shares shall be delivered by (i) issuing and delivering to the Participant a certificate for the number of Shares purchased by such Participant on an Exercise Date, (ii) issuing and delivering a certificate or certificates for the number of Shares purchased by all Participants on an Exercise Date to a member firm of the New York Stock Exchange which is also a member of the National Association of Securities Dealers, as selected by the Plan Administrator from time to time, which Shares shall be maintained by such member firm in separate brokerage accounts for each Participant or (iii) issuing and delivering a certificate or certificates for the number of Shares purchased by all Participants on an Exercise Date to a bank or trust company or affiliate thereof, as selected by the Plan Administrator from time to time, which Shares shall be maintained by such Bank or trust company or affiliate in separate accounts for each Participant. Each certificate or account, as the case may be, may be in the name of the Participant or, if the Participant designates on the form prescribed by the Plan Administrator, in the Participant's name jointly with another individual, with the right of survivorship. Such designation may be changed by filing notice thereof.

8.2 PREMATURE SALE OF STOCK

If a Participant (or former Participant) sells or otherwise disposes of any Shares obtained under this Plan prior to two years after the Grant Date of the option under which such shares were obtained, that Participant (or former Participant) must notify the Employer immediately in writing concerning such disposition.

ARTICLE IX ADMINISTRATION AND AMENDMENT

9.1 ADMINISTRATION

The Plan Administrator shall (i) administer the Plan and keep records of the Contribution Account balance of each Participant, (ii) interpret the Plan, and (iii) determine all questions arising as to eligibility to participate, amount of contributions permitted, determination of the Exercise Price, and all other matters of administration. The Plan Administrator shall have such duties, powers and discretionary authority as may

be necessary to discharge the foregoing duties, and may delegate any or all of the foregoing duties to any individual or individuals (including officers of Genesco or other Employees who are Participants). The Board of Directors shall have the right at any time and without notice to remove or replace any individual or committee of individuals serving as Plan Administrator. All determinations by the Plan Administrator shall be conclusive and binding on all persons. Any rules, regulations, or procedures that may be necessary for the proper administration or functioning of this Plan that are not covered in this Plan document shall be promulgated and adopted by the Plan Administrator.

9.2 AMENDMENT

The board of directors of Genesco may at any time amend the Plan in any respect, including termination of the Plan, without notice to Participants. If the Plan is terminated, all options outstanding at the time of termination shall be immediately canceled and the balance in each Participant's Contribution Account shall be paid to that Participant. Notwithstanding the foregoing, no amendment of the Plan as described in Article III shall become effective until and unless such amendment is approved by the shareholders of Genesco.

ARTICLE X MISCELLANEOUS

10.1 EXPENSES

The Employer will pay all expenses of administering this Plan that may arise in connection with the Plan.

10.2 NO CONTRACT OF EMPLOYMENT

Nothing in this Plan shall be construed to constitute a contract of employment between an Employer and any Employee or to be an inducement for the employment of any Employee. Nothing contained in this Plan shall be deemed to give any Employee the right to be retained in the service of an Employer or to interfere with the right of an Employer to discharge any Employee at any time, with or without cause, regardless of the effect which such discharge may have upon him as a Participant of the Plan.

10.3 ADJUSTMENT UPON CHANGES IN STOCK

The aggregate number of shares of Stock reserved for purchase under the Plan as provided in Section 6.1, and the calculation of the Exercise Price as provided in Section 6.3, shall be adjusted by the Plan Administrator (subject to direction by the Board of Directors) in an equitable manner to reflect changes in the capitalization of Genesco, including, but not limited to, such changes as result from merger, consolidation, reorganization, recapitalization, stock dividend, dividend in property other than cash, stock split, combination of shares, exchange of shares and change in corporate structure. If any adjustment under this Section 10.3 would create a fractional share of Stock or a right to acquire a fractional share of Stock, such fractional share shall be disregarded and the number of shares available under the Plan and the number of shares covered under any options granted pursuant to the Plan shall be the next lower number of shares, rounding all fractions downward.

10.4 EMPLOYER'S RIGHTS

The rights and powers of any Employer shall not be affected in any way by its participation in this Plan, including but not limited to the right or power of any Employer to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

10.5 LIMIT ON LIABILITY

No liability whatever shall attach to or be incurred by any past, present or future shareholders, officers or directors, as such, or Genesco or any Employer, under or by reason of any of the terms, conditions or agreements contained in this Plan or implied therefrom, and any and all liabilities of any and all rights and claims against Genesco, an Employer, or any shareholder, officer or director as such, whether arising at common law or in equity or created by statute or constitution or otherwise, pertaining to this Plan, are hereby expressly waived and released by every Participant as a part of the consideration for any benefits under this Plan; provided, however, no waiver shall occur, solely by reason of this Section 10.5, of any right which is not susceptible to advance waiver under applicable law.

10.6 GENDER AND NUMBER

For the purposes of the Plan, unless the contrary is clearly indicated, the use of the masculine gender shall include the feminine, and the singular number shall include the plural and vice versa.

10.7 GOVERNING LAW

The validity, construction, interpretation, administration and effect of this Plan, and any rules or regulations promulgated hereunder, including all rights or privileges of any Participants hereunder, shall be governed exclusively by and in accordance with the laws of the State of Tennessee, except that the Plan shall be construed to the maximum extent possible to comply with Section 423 of the Code and the Treasury regulations promulgated thereunder.

10.8 HEADINGS

Any headings or subheadings in this Plan are inserted for convenience of reference only and are to be ignored in the construction of any provisions hereof.

10.9 SEVERABILITY

If any provision of this Plan is held by a court to be unenforceable or is deemed invalid for any reason, then such provision shall be deemed inapplicable and omitted, but all other provisions of this Plan shall be deemed valid and enforceable to the full extent possible under applicable law.

GENESCO
[LOGO]

Genesco Inc
1415 Murfreesboro Road
Nashville, Tennessee 37217
615 367-7000
Facsimile 615 367 7073

Roger G. Sisson
Secretary and
Legal Counsel

September 13, 1995

Genesco Inc.
1415 Murfreesboro Road
Nashville, Tennessee 37217

Gentlemen:

I have acted as counsel to you in connection with the authorization and registration under the Securities Act of 1933 of certain shares of your common stock, \$1.00 par value per share, to be offered and sold pursuant to the Genesco Employee Stock Purchase Plan (the "Plan"). In that capacity, I am of the opinion that such shares have been validly authorized and, when issued and paid for as provided in the Plan, will be validly issued, fully paid and non-assessable.

I hereby consent to your filing this letter as an exhibit to the Registration Statement on Form S-8 covering the Plan and the shares to be issued thereunder.

Very truly yours,

/s/ Roger G. Sisson

Roger G. Sisson

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 24, 1995 appearing on page 30 of Genesco Inc.'s Annual Report on Form 10-K for the year ended January 31, 1995.

/s/ Price Waterhouse LLP

Nashville, Tennessee
September 14, 1995