

property so to be substituted to the provisions of this Lease so as to become a part of the Leased Property as though such property had been a part of the property originally leased by Lessor to Lessee and the parcel or parcels of land so to be substituted had been described in Schedule A hereto;

(c) certificate signed by the President, any Vice President or the Treasurer of Lessee and dated the Closing Date to the effect that the properties so to be substituted have, in the aggregate, a book value on the books of Lessee at least equal to the pro forma book value of the properties for which substitution is to be made; and

(d) opinion of counsel satisfactory to Lessor and any Assignee, dated the Closing Date, to the effect that (i) the Lessor has good and marketable fee title to the property so to be substituted, subject to no mortgage, lien, charge or encumbrance other than Permitted Encumbrances (as defined in any indenture referred to in the definition of "Assignee" appearing in Section 39) and subject to the due recording and/or filing of the deed or deeds evidencing such title; (ii) the property so to be substituted was acquired by Lessor under a warranty deed or deeds executed and delivered to the Lessor by the Lessee; (iii) at the time of the execution and delivery of each such deed the Lessee had good and marketable fee title to the property so to be substituted subject to no mortgage, lien, charge or encumbrance other than interests of the nature of Permitted Encumbrances as aforesaid; (iv) the instrument referred to in clause (b) above has been duly authorized, executed and delivered by Lessor and Lessee and, subject to the due recording and/or filing thereof, subjects the property so to be substituted to the provisions of this Lease and constitutes such property a part of the Leased Property as though such property had been part of the property originally leased by Lessor to Lessee and the parcel or parcels of land so to be substituted had been described in Schedule A hereto; (v) subject to such due recording and/or filing, this Lease, upon such substitution, is a valid and binding instrument and is (to the same extent as obtained immediately prior to such substitution) enforceable in accordance with its terms except as enforcement of the same may be limited by bankruptcy laws or other laws relating to creditors' rights (such opinion of counsel may be qualified by a statement that certain remedial provisions hereof may be unenforceable in whole or in part provided that such opinion of counsel further states that the inclusion of