

of the matters and things covered by the foregoing documents and certificate. The Company shall with reasonable promptness after the receipt of an executed partial release and supplement cause the same to be duly recorded and filed for record in the proper public office in each of the counties wherein the additional Property is located and shall furnish the Trustees with satisfactory evidence thereof.

In the event the additional Property which is made subject to the Lease and this Assignment is located other than in the States of Alabama, Florida, Georgia, Louisiana, Mississippi, South Carolina, Tennessee or Texas, then, and only in such event, the Company shall with reasonable promptness after the receipt of the executed partial release and supplement deliver to the Trustees an opinion of counsel for the Company (i) to the effect the partial release and supplement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation, contract and agreement of the Company and the Lessee, as the case may be, in accordance with its terms, and (ii) covering, with respect to the Assignment, as so supplemented, and the additional Property, the matters contained in paragraph (g) of Section 5.8 of the Loan Agreement. Counsel for the Company may rely on the opinions of local counsel selected by the Company and approved by special counsel for the Lenders with respect to the validity of the Lease and the Assignment, both as so supplemented, and the priority of the lien of the Assignment under the laws of the state in which the additional Property is located.

B. Substituting in lieu of Section 3.5 thereof the following Section 3.5:

3.5. Notwithstanding anything elsewhere in this Assignment contained, the Trustees shall have the right, but shall not be required, to demand in respect of any action within the purview hereof (except any action pursuant to Section 3.14 hereof) any showings, certificates, opinions, appraisals or other information by the Trustees deemed necessary or appropriate in addition to the matters by the terms hereof required as a condition precedent to such action.

(CONTINUED ON NEXT PAGE)