

(v) An Opinion or Opinions of Counsel, in form and substance satisfactory to the Trustees, to the effect that: (A) all requirements of this Indenture and of the Lease which must be satisfied by the Company and the Tenant prior to the issuance of such Supplementary Notes have been satisfied, (B) the Supplemental Indenture has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding instrument enforceable in accordance with its terms, and the Trustees may properly execute and deliver the Supplemental Indenture, (C) the Supplemental Indenture has been duly recorded or filed in the manner and in all places required by law to make effective and to maintain the lien purported to be created by the Indenture, as so supplemented, and to make this Indenture, as so supplemented, effective in accordance with its terms, and this Indenture, as so supplemented, constitutes a direct and valid first lien on the Properties, subject only to Permitted Encumbrances, (D) such Supplementary Notes have been duly authorized, executed and delivered by the Company and are legal, valid and binding obligations of the Company enforceable in accordance with the terms thereof and of this Indenture, as so supplemented, (E) the Lease Supplement and the Assignment Supplement have been duly authorized, executed and delivered by the Company and the Tenant and constitute legal, valid and binding instruments enforceable in accordance with their respective terms, and the Lease Supplement and the Assignment Supplement have been recorded or filed in all offices in which recording or filing is necessary to the validity of, or to publish notice of, the Lease and the Assignment, as so supplemented, (F) no consent, approval or other authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by the Company or the Tenant of any of the instruments referred to in this clause (v) or, if any such consent, approval or authorization is required, specifying the same and stating that the same has been obtained and is in full effect; (G) neither the execution or delivery of such Supplementary Notes, the Supplementary Indenture, the Lease Supplement or the Assignment Supplement, nor the consummation of the transactions contemplated therein, nor compliance with the provisions thereof, conflicts or will conflict with or result in a breach of any of the provisions of the articles or certificate of incorporation or by-laws of the Company or the Tenant, or of any court, administrative agency or other governmental authority, or of any agreement or other instrument to which the Company or the Tenant is a party or to which it is subject, or constitute a default under any thereof; and (H) the issuance, sale and delivery of such Supplementary Notes to the purchasers thereof is an exempted transaction under the Securities Act of 1933, as amended, and existing law does not require the registration of such Supplementary Notes under said Securities Act or the qualification of this Indenture, as so supplemented, under the Trust Indenture Act of 1939, as amended. Such Opinion or Opinions may be subject to the qualifications that the instruments referred to in this clause (v) are subject to applicable bankruptcy law and other laws affecting the enforcement of creditors' rights, that certain remedies under the Indenture, as so supplemented, may be qualified by applicable state laws, none of which qualifications will materially interfere with the practical realization of the benefits or the security provided by the Indenture, as so supplemented, and that certain remedies under the Lease, as so supplemented, may be qualified by applicable state laws, none of which qualifications will materially interfere with the practical realization of the landlord's rights thereunder. Counsel rendering such Opinion or Opinions may rely: (A) with respect to questions of any jurisdiction other than that in which such counsel is admitted to the practice of law, upon an opinion of counsel in such jurisdiction which is satisfactory in form and substance to the Trustee; (B) with respect to the priority of the lien created by the Indenture, as so supplemented, upon the endorsement to the mortgage title insurance policy referred to in clause (vi) below; and (C) with respect to the recording and filing of the Supplementary Indenture, Lease Supplement and Assignment Supplement, upon advice of such recording and filing given by the title Company issuing such policy.

(vi) An endorsement to the appropriate policy of mortgage title insurance which was delivered pursuant to paragraph 7(e) of the Purchase Agreement, which endorsement shall increase the coverage of such policy on and after the date of issuance of such Supplementary Notes by an amount equal to the original principal amount of such Supplementary Notes, redate such policy as of the date of

