

(b) a copy of the instrument by which said interest is being sold, assigned, conveyed or transferred;

(c) a favorable opinion of counsel, satisfactory to the Trustee, as to the legal power of the assignee or grantee of said interest to take the same under the power of eminent domain;

(d) a certificate of Lessor signed by an Executive Officer of each thereof, stating (i) the consideration being paid for said interest is not less than the fair market value of said interest, as determined by Lessor, (ii) that such consideration is payable entirely to Lessor and the amount thereof, and (iii) that said sale, assignment, conveyance or transfer is being made in anticipation that said interest would otherwise be taken under the power of eminent domain;

(e) a duly authorized undertaking of the Lessor and Lessee under the Lease to the effect that they will remain obligated under the Lease to the same extent as if said sale, assignment, conveyance or transfer had not been made, and that Lessee shall at its sole cost and expense, restore and rebuild the remaining portion of the Property to good condition and repair, as required by the Lease, having the same value as immediately prior to such sale, assignment, conveyance or transfer except as reduced by the consideration paid therefor;

(f) a duly authorized undertaking by Guarantor that it will remain obligated under the Guaranty to the same

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