

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. Adding thereto the following Section 3.15:

3.15. In the event of any partial release of a portion of a Property without diminution of value and without substitution of Properties (as defined in the Lease) pursuant to the third or fourth paragraphs of Section 3 or to Section 4 or 9 of the Lease, the Company shall deliver to the Trustees:

- (a) A partial release to the Lease and this Assignment which partial release shall specifically describe the portion of the Property being released from the Lease and this Assignment;
- (b) A certificate signed by the President, Vice President or chief financial officer of the Company to the effect that the partial release will not diminish the net book value of the Property; and
- (c) An opinion of counsel in the legal department of Lessee to the effect that the partial release to the Lease and this Assignment 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, according to its terms.

Upon receipt of the foregoing documents and certificates the Trustees shall execute and return the partial release to the Company; it being understood and agreed that, subject to the

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