

event or condition which at such time, or after notice or lapse of time or both, would constitute a default under the Assigned Lease, any of the Ground Leases, the Assignment, the Genesco Agreement or this Mortgage, and that there has been no material adverse change in the financial condition of the Company or the Lessee (as the case may be) since the date of this Mortgage.

(4) The mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance and the certificate or certificates and other evidence, if any, specified in the opinion of counsel as provided by paragraph (5) of this Section 9.05.

(5) An Opinion or Opinions of Counsel, dated the date of execution and delivery of said supplemental mortgage:

(a) stating that the instruments which have been or are therewith delivered to the Trustee conform to the requirements of this Mortgage and the Assigned Lease and constitute sufficient authority under this Mortgage for the Trustee to execute and deliver the supplemental mortgage;

(b) specifying that the mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance delivered to the Trustee are sufficient to subject the substitute Property to the direct lien of this Mortgage and that all recordation or filing to maintain the lien of this Mortgage upon the substitute Property has been accomplished;

(c) stating that the Company has a good and valid legal title to the substitute Property and that said Property and every part thereof is free and clear of all liens, charges and encumbrances prior to the lien of this Mortgage, except Permitted Encumbrances;

(d) specifying the certificate or other evidence which will be sufficient to show compliance with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the supplemental mortgage then applied for, or stating that there are no such legal requirements;

(e) specifying the certificate or other evidence which will be sufficient to show the authorization, approval or consent, of or to the execution and delivery by the Company of the supplemental mortgage then applied for, by any federal, state or other governmental regulatory body or com-

mission at the time having jurisdiction in the premises, or stating that no such authorization, approval or consent is required;

(f) after giving effect to the subject transactions and the instruments executed and delivered in connection therewith, as to the validity, binding effect and enforceability in accordance with their terms of this Mortgage, the Assigned Lease, the Genesco Agreement and the Assignment, and the same not being in violation of the certificate of incorporation or by-laws of the Company or of the Lessee, or of any applicable mortgage, indenture, lease, assignment, agreement or other instrument of which such counsel has knowledge, or of any applicable license, permit, judgment, decree, order, statute, law or ordinance, and that all conditions precedent provided for in this Mortgage relating to the execution and delivery of the supplemental mortgage applied for have been complied with and upon the execution, authentication and delivery of such supplemental mortgage this Mortgage as supplemented by said supplemental mortgage and the Notes will be valid and binding obligations of the Company enforceable in accordance with their terms and the Notes will be entitled to the benefits and security of the Assigned Lease, the Genesco Agreement and this Mortgage and the Assignment as amended by the said supplemental mortgage and the other instruments specified therein.

(6) Evidence satisfactory to the Trustee of compliance with clause (11) and clauses (14) through (16) of Section 17.1 of the Assigned Lease.

(7) Such other documents, certificates, assurances and opinions as the holders of not less than 25% of the outstanding principal amount of Notes (including not less than 25% in principal amount of Series A Notes outstanding) may reasonably request.