

above, and specified in the Assignment (as amended by such supplement, if any) and, that the Assignment (as amended by such supplement, if any) is a valid legal and binding instrument enforceable in accordance with its terms against the Lessor and Lessee; specifying the recording and filing necessary with respect to said supplemental lease and said supplement to the Assignment and that all such recording and filing have been effected; and that the said supplemental lease and said supplement to the Assignment are not in violation of the certificate of incorporation or by-laws 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, ordinance or governmental approval, consent, order, authorization, designation, registration, declaration or filing with respect to the supplemental lease and the supplement or other instruments in connection with the Assignment thereof, except such as shall have been duly obtained or made and as shall be in full force and effect (specifying the same); and as to such other matters incident to the transaction hereby contemplated as Lessor or Mortgagee may reasonably request; such opinion may make exceptions, insofar as necessary, in respect of the enforceability of the Lease and the Assignment for bankruptcy, reorganization and similar laws affecting creditors' rights;

(13) receipt by Lessor of a duly certified copy of a resolution of Lessee's Executive Committee evidencing Lessee's determination to abandon the use of the abandoned Property and stating that the same has been or will promptly be abandoned;

(14) delivery of such other documents and satisfaction of such other conditions by Lessee as may reasonably be requested by Lessor or the Mortgagee in connection with the matters referred to in this Section 17.1;

(15) all proceedings in connection with the execution and delivery of the foregoing documents and the transactions contemplated thereby and all documents incident thereto shall be satisfactory in form and substance to Lessor and Mortgagee; and

(16) all transactions contemplated by this Section 17.1 and all documents in connection therewith shall conform to the provisions of this Lease and the Mortgage and all conditions per-

ment to the transactions contemplated hereby which are specified in the Mortgage and this Lease shall have been satisfied.

(17) Lessor and Lessee shall have furnished to the Mortgagee a certificate, in form and substance satisfactory to the Mortgagee, showing in detail the calculation of the Purchase Price of the abandoned Property determined in accordance with Section 6.4 at the date specified in this Section 17.1.

17.2. *Abandonment Without Substitution; Purchase of Property.* On and after April 1, 1967, if Lessee shall determine, in the good faith judgment of its Executive Committee, that a Property (the "abandoned Property") is uneconomic for Lessee's continued use and occupancy or that of its subtenants and that such use and occupancy has been or will promptly be abandoned, Lessee may by written notice to Lessor purchase the abandoned Property at the Purchase Price for such Property determined in accordance with Section 6.4. The closing of such purchase shall take place on the Installment Date next occurring after the expiration of 180 days from the date of receipt by Lessor of said notice, subject to fulfillment of the conditions specified in clauses (i), (ii), (iii), (iv), (v), (viii), (ix) and (x) of Section 6.3 and subject to the further conditions that Lessor shall have received a certified copy of a resolution of Lessee's Executive Committee making the determinations specified in this Section 17.2 and evidencing Lessee's determination to abandon the use and occupancy of the Property and stating that the same has been or will be promptly abandoned.

17.3. *Substitution for Leasehold Properties.* In the event Lessee desires to purchase any Leasehold Property, Lessee shall have the right to terminate this Lease with respect to such Property as an entirety and to purchase such entire Property from Lessor by conveying to Lessor as consideration for such entire Property a tract or parcel of improved land owned by Lessee in fee simple which, together with the improvements thereon (the "substitute Property") has a fair market value equal to or greater than the Purchase Price of said Leasehold Property (determined as of the date of such conveyance,