

(4) That there exists no condition or event which at such time, or after notice or lapse of time or both, would constitute a default under this Lease, the Ground Leases, the Genesco Agreement, or the Assignment.

All alterations of, and improvements and additions to, the premises shall immediately become the property of Lessor.

6.2. Reimbursement by Lessor of Lessee's Construction Costs.

Lessee may by written notice to Lessor from time to time during the term of this Lease request that Lessor pay to Lessee the amount of Construction Costs (to the next lower multiple of \$1,000) which have been incurred by Lessee in connection with any construction constituting an improvement or addition permitted by Section 6.1 of this Lease and not required under any provision of this Lease, *provided* (1) that such Construction Costs shall have been incurred on one or more of the Fee Properties subsequent to the date of this Lease and within a period of five years prior to the date of such request, (2) that such Construction Costs in respect of any single Property shall not be less than the Minimum Construction Cost in respect of that Property and the aggregate of the Construction Costs in respect of the Property or Properties covered by any such request shall not be less than \$800,000, and (3) if such request is in respect of Construction Costs incurred on that portion of any Property described in Schedule C hereto, the request shall not be made prior to April 1, 1971 and shall be in respect only of such Construction Costs as are incurred subsequent to that date.

Such request shall be accompanied by:

(a) A certificate of the President or a Vice President and the Treasurer or an Assistant Treasurer of Lessee, dated the date of such request, setting forth in reasonable detail (i) the character of the construction and the nature of the work performed in connection therewith and the time of its performance; (ii) the aggregate of the Construction Costs incurred in connection with such construction and a specification of the Construction Costs incurred in respect of each subject Property; (iii) that nothing is owing for such construction, or for labor, materials, or wages in connection therewith and each subject Property is free of all liens, charges, encumbrances and claims; (iv) that such construction has

been completed and is in compliance with this Lease; (v) that such construction is used or useful in connection with the operations being conducted on the subject Properties; (vi) that no part of such Construction Costs has been the subject of a prior reimbursement pursuant to this Section 6.2; and (vii) that as to each of the subject Properties the sum of such Construction Costs applicable to that Property plus the Purchase Price of that Property determined at the date of said certificate if such date shall be an Installment Date, or if such date shall not be an Installment Date as of the next preceding Installment Date, in the manner specified in Section 6.4, is not more than the fair market value of that Property shown in the certificate provided for in clause (c) below.

(b) For each subject Property, a certificate of a qualified engineer or architect in charge of such construction, dated the date of such request, to the effect that such construction has been completed in accordance with the plans and specifications referred to in clause (D) of Section 6.1 or, if clause (D) of Section 6.1 is not applicable, in accordance with plans and specifications accompanying such certificate, and complies with requirements of this Lease and setting forth a specification of the Construction Costs incurred in respect of such Property as of the date of completion of such construction.

(c) For each subject Property, a certificate, dated not more than 30 days prior to the date of such request, of a qualified appraiser setting forth in reasonable detail the fair market value of the Property at the date of such certificate.

(d) For each subject Property, a survey of such Property, duly certified as an accurate survey as of a date subsequent to the completion of such construction and not more than 60 days prior to the date of request, by a licensed surveyor, showing that such construction does not materially encroach on adjoining property, and creates no other condition that would render the title to said Property unmarketable.

(e) A binding commitment issued by a recognized and responsible title company (licensed in the State or States wherein the subject Property or Properties are located) reasonably satisfactory to Lessor and Mortgagee (which may be the same company issuing the policy provided for in Section 3.25 of the Mortgage) that it will insure the interest under the Mortgage