

in accordance with its terms; that with such supplement to the Assignment or other documents as are specified in said Opinion (unless stated therein that none is necessary) the Assignment constitutes a valid present assignment, as security for the Notes (including the aforesaid Additional Notes) outstanding under the Mortgage, of Lessor's right to receive the rents and other sums payable to Lessor under this Lease, as amended by the amendment referred to in clause (iii) above, and specified in the Assignment (as amended by such supplement, if any) as assigned thereby; 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; and that the certificate furnished pursuant to clause (f) of this Section 6.2 satisfies the applicable legal requirements, or, that no such certificate is necessary; such Opinion may make exceptions, insofar as necessary, in respect of enforceability of this Lease and the Assignment, for bankruptcy, reorganization and similar laws affecting creditors' rights.

(vi) Lessor shall have received an effective policy of title insurance insuring title as specified in clause (e) above of this Section 6.2.

(vii) Lessor shall have received a certificate signed by the President or a Vice President and the Treasurer or an Assistant Treasurer of Lessee, dated the date of such payment, to the effect 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.

(viii) Lessor and Lessee shall have furnished to the Mortgagee a certificate, satisfactory in form and substance to the Mortgagee, dated the date of such payment, showing the total of the Construction Costs to be reimbursed, determined in accordance with this Section 6.2 at the date of such payment, and the calculation of the Purchase Price of the Property or Properties in respect of which such Construction Costs have been incurred, determined in accordance with the provisions of Section 6.4 at the date of such payment and showing 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 so determined is not more than

the fair market value of that Property shown in the certificate provided for in clause (c) above.

6.3. *Purchase of Properties by Lessee after Construction.* In the case of improvements or additions which qualify for reimbursement of Construction Costs pursuant to Section 6.2, if Lessor shall have been unable to issue and sell the Additional Notes in the principal amount referred to in clause (i) of Section 6.2 in order to make payment of such Construction Costs at the date provided for in Section 6.2, then on the Instalment Date next occurring after the expiration of 90 days from the receipt by Lessor of a request of Lessee for such payment pursuant to Section 6.2, Lessee may purchase all of the Properties covered by such request, provided Lessee has theretofore made a request on the terms and conditions provided in Section 6.2 and the failure of Lessor to sell such Additional Notes has not resulted from a failure of a condition specified in Section 9.04 of the Mortgage or Section 6.2 hereof.

The closing of such purchase, and the termination of this Lease with respect to the Properties so purchased, shall take place on such Instalment Date, subject to satisfaction of the following further conditions: (i) receipt by Lessor of an Officers' Certificate, dated such date of closing, to the effect 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 and that Lessee has paid all fixed and additional rent payable hereunder through the date of closing; (ii) the Properties to be purchased shall have been released from the lien of the Mortgage in accordance with Section 4.03 of the Mortgage and shall have been released from the lien of the Assignment; (iii) payment in cash by Lessee to Lessor of the Purchase Price determined at the date of closing in accordance with Section 6.4; (iv) delivery by Lessor to Lessee of a deed (or other appropriate instrument) sufficient to convey title to the Properties to be purchased, subject to all liens, encumbrances, charges, claims, exceptions and restrictions attaching thereto at the date of conveyance (whether or not attaching thereto at the date of this Lease), but free of the lien of the Mortgage, and Lessee to acknowledge to Lessor by a