

such remedial provisions does not, in the opinion of counsel giving such opinion, affect the validity of this Lease and that there are available to Lessor adequate remedies for the purpose of enabling Lessor to dispossess Lessee and terminate this Lease, or to foreclose upon the Leased Property, upon an Event of Default hereunder); and (vi) no approval, authorization, consent or other order of any Federal, State or other governmental authority is legally required for the execution and delivery by Lessee of the deeds referred to in clause (a) above and by Lessor and Lessee of the instrument referred to in clause (b) above and for the carrying out of the provisions of said instruments (or specifying any such approval, authorization, consent or order and stating that it has been obtained), nor will such execution and delivery and such carrying out of the provisions of said instruments conflict with or result in a breach of any of the terms, conditions or provisions of the Certificate of Incorporation or By-Laws of Lessor or of Lessee, of any law or of any regulation, order, writ, injunction or decree of any state or governmental authority or of any agreement known to counsel giving such opinion to which either Lessor or Lessee is a party or by which it is bound or to which it is subject, or constitute a default thereunder;

Lessor shall convey to Lessee the parcels of land for which substitution is to be made, together with the buildings and improvements thereon and the appurtenances thereto, by a deed containing no representation or warranty whatever except a covenant by Lessor that it has not done or suffered anything (except as permitted by Section 38 and except the creation and sufferance of Permitted Encumbrances (as defined in any indenture referred to in the definition of "Assignee" appearing in Section 39) and except any interest created by Lessor or any Assignee upon the exercise of any right hereunder upon Default of Lessee) whereby said premises have been conveyed, mortgaged, transferred or encumbered in any way whatever, provided that it is expressly understood and agreed that the truth or validity of such covenant shall not be a condition to Lessee's obligation so to substitute. Upon such conveyance by Lessor to Lessee the property covered by such conveyance shall no longer be covered by this Lease or be a part of the Leased Property. Lessee hereby agrees to pay to Lessor and any Assignee all costs and expenses (including, without limitation, attorneys' fees and expenses) of Lessor and any Assignee

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