

- (c) deposit the balance, if any into the Bond Redemption Account to be used for the redemption of Bonds in accordance with the provisions of Article V hereof.

Section 6.02. (a) The Trustee shall execute and deliver a release of any unimproved portion of the Trust Estate from the lien of this Indenture, but only pursuant to the provisions of Section 21.04 of the Lease, upon receipt by the Trustee of the following, all in form and substance satisfactory to the Trustee:

(i) cash equal to the purchase price for the portion to be released as provided for in said Section 21.04 of the Lease;

(ii) A notice in writing containing (i) an adequate legal description of that portion of the Trust Estate with respect to which such option is to be exercised and ~~(ii)~~ a statement that the Corporation intends to exercise its option to purchase such portion of the Trust Estate on a date stated, which shall not be less than 45 nor more than 90 days from the date of such notice;

(iii) a certificate of an independent engineer who is acceptable to the Trustee, dated not more than 90 days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (i) the portion of the Trust Estate with respect to which the option is exercised is not needed for the operation of the Trust Estate for the purposes hereinabove stated and (ii) the purchase will not impair the usefulness of the Facility as a manufacturing plant and will not destroy the means of ingress thereto and egress therefrom; and

(iv) the request of the Grantor for such release accompanied by a form of release to be so executed and delivered by the Trustee.

Payments received by the Trustee pursuant to this Section 6.02 (a) shall be deposited in the Bond Redemption Account to be used for the redemption of Bonds in accordance with the provisions of Article V hereof.

The Trustee shall at the request of the Grantor or of the Corporation release and confirm that any Mortgaged Equipment is no longer subject to the lien of this Indenture upon compliance with the applicable provisions of the Lease.

(b) The Grantor may at any time or times grant easements affecting, dedicate or convey and execute petitions with respect to, any portion or portions of any property included in the Trust Estate free from the lien of this Indenture or subordinate thereto but only as provided in and subject to the provisions of Section 21.06 of the Lease, and the Trustee shall execute and deliver a release of said portion from the lien of this Indenture upon receipt by the Trustee of:

(i) an Opinion of Counsel, in form and substance satisfactory to the Trustee, to the effect that the action taken or proposed to be taken by the Grantor and the Corporation is in conformity with Section 21.06 of the Lease relating to such property;

(ii) an Officers' Certificate of the Corporation stating that the conveyance of said portion does not adversely affect the market value of the remaining portion thereof, nor the use of such remaining portion in the Corporation's business; and