

unless Grantee shall have received a certificate of an independent engineer acceptable to Grantee stating that such addition or additions will not impair the usefulness of the Facilities or interfere with ingress thereto or egress therefrom. All additional buildings and improvements constructed on the Land by Grantor pursuant to the authority of this Section may be added to, altered or razed and removed by Grantor at any time so long as no event of default hereunder has theretofore occurred and is then continuing. Grantor covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted, and (c) to promptly and with due diligence either raze and remove from the Land in a good and workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty.

Section 5.4. Release of Easements. At the request of Grantor, if it is not in default hereunder, Grantee will release from the lien of this Agreement such easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to real estate constituting part of the Land, with or without consideration, as may be requested by Grantor, provided that Grantor files with Grantee the following:

- (a) A copy of the instrument of release.
- (b) A written application signed by a Designated Representative of Borrower requesting such instrument.
- (c) A certificate signed by a Designated Representative of Borrower stating, if true, that Grantor is not in default hereunder.
- (d) A certificate, dated within 30 days of the filing of the application required by subsection (b) hereof, of an architect or engineer reasonably acceptable to Grantee expressing the opinion that such grant or release will not impair the effective use of or interfere with the operation of the Project as a long-term mental health hospital facility having 44 beds and will not destroy or materially impair the means of ingress to and egress from the Land and the Facilities.