

(f) Any instrument or instruments required by the terms of such release or removal from this Mortgage of the real estate constituting a portion of the Project.

(g) A certificate of an independent engineer acceptable to Trustee dated not more than sixty (60) days prior to the date of the release and stating that, in the opinion of such engineer (i) the portion of the real estate constituting a portion of the Project so proposed to be released is necessary or desirable in order to obtain railroad service, utility services or roads to benefit the Project, or is not otherwise needed for the operation of the Project for the purpose stated in the Agreement and (ii) the release so proposed to be made will not impair the usefulness of the Project for the purposes for which it is designed and for such purposes as are permitted by the Act and will not destroy the means of ingress thereinto and egress therefrom.

Trustee agrees that, upon deposit with Trustee of the items set out above, it will promptly execute such instruments as may be necessary to release from the lien of this Mortgage that portion of the real estate with respect to which Company shall have exercised the option granted to it under this Section. In the event Company shall exercise the option granted to it under this Section, Company shall not be entitled to any postponement, abatement or diminution of payments payable under the Agreement.

9. DEFINITION OF TERMS. Unless otherwise expressly stated, the word "Company" as used herein includes Company's successors in interest and assigns and the word "Trustee" as used herein includes Trustee's successors in interest and assigns.

10. SOUTH CAROLINA UNIFORM COMMERCIAL CODE SECURITY INTEREST AND FINANCING STATEMENT. This instrument is intended to be a security agreement pursuant to the South Carolina Uniform Commercial Code covering any of the items or types of property included as part of the Project and that may be subject to a security interest pursuant to the South Carolina Uniform Commercial Code, and Company hereby grants Trustee a security interest in such items or types of property. This Mortgage or a reproduction hereof is sufficient as a financing statement, and as a financing statement, it covers, among other things, goods which are or are to become fixtures within the real estate. In addition, Company will execute and deliver to Trustee, upon Trustee's