

In addition, subject to the provisions of Section 6.1(b) of the Loan Agreement and to the provisions of the Reimbursement Agreement, the Corporation shall have the privilege of remodeling the Facilities or making substitutions, additions, modifications and improvements to the Facilities from time to time as the Corporation, in its discretion, may deem to be desirable for the Corporation's use and purposes, the same shall be the property of the Corporation and be included under the terms of this Mortgage as part of the Facilities, and any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the Corporation in any manner and in the sole discretion of the Corporation.

As required by Section 8.13 of the Loan Agreement, and by Section 7.2 of the Reimbursement Agreement, the Corporation will not permit any mechanic's or other lien to be established or remain against the Facilities for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the Corporation.

Section 2.2. Release of Items of Equipment. If no event of default under the Reimbursement Agreement or hereunder shall have occurred and be continuing, the Corporation may, subject to Section 7.6 of the Reimbursement Agreement, remove any items of Equipment from the Facilities and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Bank therefor, provided that:

(a) (i) the Corporation shall receive consideration in the form of cash (or, if not in cash, and if the Bonds are then outstanding, accompanied by an Opinion of Bond Counsel (as defined in the Loan Agreement and Indenture) that the exemption from Federal income taxation of interest on the Bonds will not be impaired as a result of such receipt and the fair market value of which is) at least equal to the fair market value, if any, of such Equipment as determined by the Corporation, (ii) such consideration, as received, is promptly applied, toward the acquisition of additional Equipment to be used in the operations of the Facilities and subject to the lien hereof, and (iii) such removal, sale, trade-in, exchange or other disposition will not significantly impair the revenue producing capacity of the Corporation; or

(b) the Corporation shall reasonably and in good faith determine that such items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the Corporation's purposes and that the removal, sale, trade-in, exchange or other disposition will not significantly alter the character or purpose or detract from the value or operating efficiency of the Facilities and will not significantly impair the revenue producing capacity of the Corporation; provided, however, that the consideration received by the Corporation