

(b) Additions made by Company which do not become part of Encumbered Assets: So long as neither the soundness or value of the Facilities is adversely affected or impaired nor its operating efficiency materially reduced, and provided Company shall have first given Trustee and Agent written notice of its intent to do so, and in the case of additional improvements, structures and facilities, shall have first submitted plans therefor to Agent and secured its prior written acknowledgment that in its reasonable opinion, such additional improvements, structures and facilities, if built in accordance with such plans, will exist separate and apart from those improvements encumbered hereunder, will not adversely affect or impair the soundness or value of the Facilities or materially reduce or impair their overall operating efficiency and that such additional improvements, structures and facilities can reasonably be removed from the Land without damaging the Facilities or occasioning substantial restoration activities, Company shall have the right to at any time and from time to time acquire, construct, erect, install, attach and affix, on, in and to the Land and Facilities additional buildings, structures, machinery, and other personal property and retain title thereto in its own name, provided, Company shall give Trustee and Agent prior written notice of its intention to undertake any projects involving the installation, attachment or affixation of fixtures to the Land or Facilities and shall furnish Trustee and Agent with such certification, as appropriate, as is otherwise required under Section (a)(iii) hereof. Any such buildings, structures, machinery, or other real or personal property, title to which is retained by Company shall not be deemed part of the Encumbered Assets unless such real property or personal property replaces part of the Encumbered Assets as provided in Section 7. Company shall have the right at any time and from time to time during the term of this Mortgage to remove or permit to be removed such Company owned buildings, structures, machinery and other real or personal property from the Land or Facilities and to convey the same or to grant or permit any mortgage, encumbrance, lien or charge on or conditional sale or other title retention agreement with respect to such buildings, structures (excluding the sites thereof), and with respect to such machinery or other real or personal property. Provided, however, that no acquisition, construction and/or removal of such building, structures, machinery or other real or personal property by Company or by others with the right to do so shall be done in such manner as to adversely affect or impair the soundness or value of the Facilities or materially reduce its overall operating efficiency unless Company shall have made provision satisfactory to Agent to repair any damage and/or restore the Facilities or portion thereof to their prior soundness, value and overall operating efficiency; Provided, however, none of the foregoing shall in any manner be construed to effect or permit the subordination of the lien of this Mortgage to any interest(s) so granted to the extent such lien is applicable.