

(h) A sum equal to the net proceeds, if any, from the sale or other disposition of the portion of the Land so released or removed, which sum shall be deposited into the Bond Fund and used to redeem Bonds on the earliest redemption date permitted by the Indenture.

Provided further, however, that if the portion of the Land to be released has transportation or utility facilities located upon it, the Corporation shall retain an easement to use such facilities to the extent necessary for the efficient operation of the Facilities.

The Issuer agrees that upon receipt by the Trustee of the notice and certificates required in this Section to be furnished by the Corporation, it will (but only at the expense of the Corporation) promptly execute and deliver or cause to be executed and delivered to the Corporation such quitclaim deed, release or consent covering the portion of the Land to be released as the Corporation may reasonably request.

Section 3.4. Granting of Easements. If no event of default shall have occurred and be continuing, the Corporation may at any time or times grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in the Facilities free from the lien and security interest afforded by or under this Mortgage, or the Corporation may release existing easements, licenses, rights-of-way and other rights and privileges with or without consideration (but any such consideration only to be in the form of cash or, if not in cash, accompanied by an Opinion of Bond Counsel that the exemption from Federal income taxation of interest on the Bonds will not be impaired by such receipt), and the Issuer agrees that it shall (but only at the expense of the Corporation) execute and deliver or cause to be executed and delivered any instrument necessary or appropriate to confirm, grant or release any such easement, license, right of way or other grant or privilege upon receipt of: (1) a copy of the instrument of grant or release; (2) a written application signed by the Authorized Company Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Facilities; and (3) an opinion of Independent Counsel that such grant or release will not materially impair the security afforded pursuant to this Mortgage, and will not violate the terms of any agreement to which the Corporation or the Issuer is a party with respect to the Facilities or the Indenture; provided however, that the Bank shall have released its lien and security interest in such easements, licenses, rights-of-way and other rights and privileges.