

Exhibit A attached hereto without the written consent of the Lenders; provided, however, the Corporation shall have the privilege of removing any machinery or equipment upon substituting therefor property of like nature having a fair market value of not less than the removed property; provided further that the machinery and equipment so substituted shall be machinery and equipment free and clear of any liens or security interest except Permitted Encumbrances and provided that such substitution shall not impair the exemption of interest on the Notes from Federal income taxation. Any such substituted machinery and equipment shall be identified in writing by the Corporation to the Issuer and the Lenders and shall become a part of the Project and be included under the terms of this Agreement. The Issuer and the Lenders, at the request of the Corporation, shall permit the sale of any machinery and equipment comprising a portion of the Project without substitution therefor so long as the removal of such machinery and equipment from the Project will not adversely alter the scope, character or operation of the Project and the Corporation shall pay to the Lenders, as prepayment of the Notes to be applied in the manner set forth in Article X hereof, the greater of (a) the proceeds from such sale or (b) the fair market value of such machinery and equipment or (c) an amount equal to the original disbursement from the Construction Fund for such machinery and equipment less depreciation calculated on a straight-line basis for the useful life of such machinery and equipment. Upon such payment, the purchased machinery and equipment shall be free and clear of any claims of the Issuer or the Lenders. Fair market value for purposes of this Section 6.03 shall be the value agreed upon by the Corporation and the Lenders, or if no value can be agreed upon, then as determined by an independent appraiser selected by the Lenders and paid by the Corporation. Notwithstanding anything hereinabove contained in this Section 6.03 to the contrary, the Corporation shall have no obligation to obtain the written consent of the Lenders to remove machinery and equipment from the Project to the extent that the value of the machinery and equipment (as measured by its original cost) removed from the Project does not exceed an aggregate amount of \$100,000 in any fiscal year of the Corporation. As used in this Section 6.03, machinery and equipment shall mean and include only machinery and equipment which are a part of the Project.

The Issuer and the Corporation agree to execute and deliver such documents (if any) as the Issuer, the Corporation or either Lender may reasonably request in connection with any action taken by the Issuer or Corporation under this Section 6.03. The Corporation will pay any costs (including reasonable counsel fees) incurred in subjecting to the lien of this Agreement any items of machinery, equipment or related property that under the