

(6) Remodeling, Alterations and Additions:

(a) Alterations and additions made by Company which become part of the Encumbered Assets: Subject to the provisions of and to the extent permitted by, as the case may be, the Agreement and the Credit Agreement, Company shall have the right at its cost and expense, at any time and from time to time during the term of this Mortgage:

- (i) to rearrange, modify, remodel or alter the facilities;
- (ii) to construct, install and maintain such additional buildings, structures, fixtures and other improvements as it may from time to time desire upon the Land or in the Facilities; and
- (iii) to connect or "tie-in" walls and utilities and other facilities located on the Land to other facilities erected on real property adjacent to the Land or partly on such adjacent real property and partly on the Land; provided, however that in such event Company must furnish Trustee and Agent with a certificate of a recognized registered professional engineer and/or engineering firm that such connection and tie-in of walls and facilities will not adversely affect or impair the soundness or value of the Facilities or materially reduce the overall operating efficiency of the Facilities. All modifications, remodeling and alterations of or additions to the Facilities and all connections of "tie-in" walls and other facilities shall be constructed in good and workmanlike manner, conforming to good architectural and engineering practice.

Company, in the exercise of the rights granted in this Section 5 shall comply with all applicable provisions of the Lease and with all applicable laws, rules, ordinances and regulations and shall at no time adversely affect or impair the soundness or value of the Facilities or materially reduce the overall operating efficiency thereof. All such modifications, alterations, improvements, remodelings and additions shall become part of the Encumbered Assets except as in this Section 6 otherwise provided, shall be free of any liens and encumbrances (other than the lien of this Mortgage and the Banks' Mortgage) and shall be held, operated and maintained on the same terms and conditions as the Encumbered Assets.

