

continuity of the railroads hereby mortgaged shall be broken; and provided further, that no part of the mortgaged premises or property shall be released hereunder unless at the time of such release it shall no longer be necessary or expedient to retain the same for the operation, maintenance or use of such railroads or for use in conducting the business thereof, and no such release shall be made unless the Railroad Company shall have contracted to sell the property so to be released, or shall have contracted to exchange the same for other property. The proceeds of any and all such sales and all moneys received as compensation for any property subject to this Indenture taken by exercise of the power of eminent domain shall be paid to the Trustee to be by it held and paid over as part of the Improvement and Equipment Fund under Section 2 of Article Fifth of this Indenture in the manner and for the purposes therein mentioned. Any new property acquired by the Railroad Company by exchange or purchase, to take the place of any property released hereunder, or with the proceeds thereof, shall forthwith become and be subject to the first lien of this Indenture as fully as if specifically mortgaged hereby and without further conveyance; but if requested by the Trustee, the Railroad Company shall convey the same to the Trustee by appropriate deeds upon the trusts and for the purposes of this Indenture. The Railroad Company from time to time, may make changes or alterations in or substitutions of any and all leases, trackage rights or contracts; but in such event any modified, altered or substituted leases, contracts or trackage rights shall forthwith become bound by and be subject to the terms of this Indenture in the same manner as those previously existing. The Railroad Company, while in possession of the mortgaged premises, shall also have full power, from time to time, in its discretion, to dispose of any of the rails, equipment, machinery, tools and implements at any time held subject to the lien hereof, which may have become unfit for such use, replacing the same by new rails, equipment, machinery, tools or implements, which shall become subject to this Indenture. In case the mortgaged premises shall be in the possession of a receiver lawfully appointed, the powers in and by this Article conferred upon the Railroad Company may be exercised by such receiver with the approval of the Trustee; and, if the Trustee shall be in possession of the mortgaged premises under