

required to pay or retain therefrom, or by reason of any present or future law of the United States or the State of Kansas, and which the Railway Company hereby agrees to pay.

Article 3. Upon the written request of the Company, authorized or approved by resolution of its Board of Directors, from time to time while the Company is in possession of the mortgaged premises and not in default, but subject to the conditions and limitations in this Article prescribed and not otherwise, the Trustee shall release from the lien and operation of this Indenture any part of the mortgaged premises which at the time of such release is no longer requisite for any purpose for which it shall have been acquired or used, or shall no longer, in the opinion of the Company, be necessary or expedient to be retained in connection with the operations or business of the Company. No such release shall be made unless the Company shall have sold, or shall have contracted to sell, or to exchange for other property the property so to be released. 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 set apart and applied to the purchase of other property which shall be conveyed in trust by the Company to the Trustee, subject to all the trusts hereby declared, or used in betterments or enlargements of, or improvements upon, some part of the mortgaged premises; or if not so used within one year after their receipt, any such proceeds and moneys shall be paid over to the Trustee and used in the purchase of bonds hereby secured at not more than par and accrued interest, which shall forthwith be cancelled, or be otherwise invested by the Trustee for the benefit of the bondholders hereunder. Any new property acquired by the Company with the proceeds of any such sale, or in exchange for, or to take the place of, any property released hereunder, ipso facto shall become and shall be subject to the lien of this Indenture as fully as if specifically mortgaged hereby; but if requested by the Trustee, the Company will convey the same to the Trustee, by appropriate instruments, upon the trusts and for the purpose of this Indenture.

The Company, from time to time, while in possession of the mortgaged premises also shall have full power, in its discretion, in the ordinary course of its business and for the improvement and maintenance of the mortgaged premises, to dispose of any portion of the equipment, machinery, fixtures or other personal property conveyed or transferred hereby which in its opinion have become unfit or undesirable for use, replacing the same by new equipment, machinery, fixtures and similar property which ipso facto shall become and be subject to the operation of the lien of this Indenture or shall be conveyed to the Trustee hereunder. A certificate signed by the President or a Vice-President of the Railway Company, duly sworn to by him, may be received by the Trustee as conclusive evidence of any of the facts mentioned in this article required to be established in order to authorize the release of any property hereunder, or the disbursement of moneys received by the Trustee, by reason thereof, and shall be full warrant, direction and justification to the Trustee for its action on the faith thereof; and it is hereby