

shall state that the Company will, on the date fixed for redemption, redeem the bonds so chosen for redemption, at par plus accrued interest to the date of redemption, upon presentation and surrender of such bonds and all unpaid coupons thereto belonging, at the principal office of the Corporate Trustee, in the City of Cleveland, Ohio. The first publication of such notice in each case shall be at least sixty (60) days prior to the date fixed for redemption, and such notice shall continue to be published once in each calendar week, on any day of the week, for three (3) successive weeks thereafter. In all cases in which less than the entire amount of bonds are chosen for redemption, the published notice of redemption shall contain the numbers of the bonds so chosen. In all cases of redemption of bonds, the Company shall at least five (5) days before the date fixed for redemption, deposit with the Corporate Trustee sufficient money to pay the redemption price of said bonds plus accrued interest on the principal thereof to the date of redemption, which date of redemption shall in all cases be an interest paying date.

Said notice having been given in the manner aforesaid, and sufficient money to retire all bonds called for redemption at the rate aforesaid having been deposited with the Corporate Trustee, if the holder or holders of any bond or bonds so called for redemption, fail to present the same for redemption at the time and place in said notice specified, such bond or bonds shall thereafter cease to bear interest, and the Corporate Trustee shall credit to each of such bonds as may not be so presented, designated by the number thereof, a sum of money equal to such redemption price, plus the interest accrued thereon to the date fixed for redemption, as aforesaid and remaining unpaid, and said credit shall be treated as full payment of each such bond and the coupons thereto belonging, as between the Company and the holder thereof, and said sum so credited by the Corporate Trustee to bonds which have not been presented for redemption, shall bear no interest, and thereupon and thereafter said bonds and all coupons thereto belonging shall be excluded from participation in the lien and security afforded by these presents, and the holder thereof shall look for the payment of such bonds plus accrued interest only to sums so credited thereto in the hands of the Corporate Trustee, and in no event to the Company, and the Company shall, as to all such bonds, be released from all liability in respect thereof, but said sums so deposited shall be held by the Corporate Trustee to the credit and for the payment of said bonds plus the interest thereon, and shall be paid by the Corporate Trustee to the holders thereof on presentation and delivery to it of said respective bonds, together with all outstanding coupons thereto belonging.

Upon presentation to the Corporate Trustee, cancelled, of all of said authorized issue of bonds and coupons which at the time shall have been issued and outstanding, or upon the presentation of a portion thereof, cancelled, all of said bonds having been called for redemption or purchase under the provisions of this Article, and the Corporate Trustee having credited to all such bonds as may not have been presented for redemption or purchase, the redemption or purchase price thereof plus the interest thereon, the Trustees shall cancel and discharge this mortgage or deed of trust as fully, and to the same effect, as if the total issue of said bonds and coupons had been duly paid by the Company at the maturity thereof.

All bonds redeemed under this Article, together with the coupons thereto belonging, shall be cancelled by the Corporate Trustee forthwith, and delivered to the Company, or upon its order.

All costs, charges and expenses incurred by the Corporate Trustee hereunder with respect to the redemption of bonds shall be paid by the Company.

#### ARTICLE V.

##### SALE, EXCHANGE AND RELEASE OF MORTGAGED PROPERTY.

SECTION 1. It is further covenanted and agreed by and between the parties hereto, nothing herein contained to the contrary notwithstanding, that the Company reserves and shall have the right at any time to sell, exchange, convey, or otherwise dispose of any part of said mortgaged property, real, personal or mixed (except such portions of its railroads, railroad bed, and rights of way, the sale and conveyance of which would break the continuity of the Company's lines of railroads) which is no longer necessary or advantageous to use in the prosecution of the business of the Company, and, with the consent and approval of the Trustees, to expend the proceeds of the property so sold in the purchase of other real estate, buildings, easements, chattels, rolling stock, or other things necessary or proper to be used in or about the property, when so purchased or received in exchange for any other property conveyed or transferred, shall thereupon become and be subject to the lien and operation of these presents; provided, however, in case the proceeds of any such sale shall exceed the sum of One Thousand Dollars (\$1000.00) in any one transaction, or whenever such sales shall amount to more than Fifteen Thousand Dollars (\$15,000.00) in any one year, then the excess of such proceeds over said One Thousand Dollars (\$1000.00) and Fifteen Thousand Dollars (\$15,000.00) respectively, shall be paid to or delivered directly to the Corporate Trustee, and shall be paid out by it only in the purchase of other property as above provided, or, at the request of the Company, and with the consent of the Corporate Trustee, for the redemption of bonds secured hereby, in the manner hereinbefore provided in Article IV hereof.

SECTION 2. It shall be the duty of the Trustees, upon receiving the proceeds of any such sale of such property, upon written request by the Company, to execute and deliver any conveyance or other instrument necessary or proper to release the property so sold or exchanged from the lien and operation of these presents; and a certificate, signed by the President or Vice President, and verified by the affidavit of the Chief Engineer of the Company, setting forth that the property to be sold or exchanged is no longer necessary or cannot be advantageously used in carrying on the business of the Company, shall be full and absolute authority to the Trustees to consent to the sale or exchange of such property, and to execute and deliver such conveyance or other instrument as is necessary to release said property from the lien and operation of these presents.

SECTION 3. If the Company shall deem it advantageous to sell, exchange, or otherwise dispose of any of its property the Company may procure a release of the same from the lien or operation of this Indenture, upon written application to the Trustees, and upon delivering to said Trustees in substitution therefor, by proper instruments of conveyance, other property approved by or acceptable to said Trustees, which shall be at least equal in value to the property to be released, taking into account the value of such property as connected with and a part of the whole security at the time covered by this Indenture. The value of any property sought to be released, and of any property or consideration tendered in substitution therefor, shall be determined by the Trustees. The certificate of the President or Vice-President of the Company, together with a certificate of appraisal, satisfactory to and approved by the Trustees, may be accepted by the Trustees as sufficient evidence of the value of the property sought to be released, or any property sought to be substituted therefor, but the Trustees shall not be precluded in any case from requiring and other further proof of value and other facts so certified, if, in their judgment, any good reason shall exist for so doing. Any property of any kind and any interest therein, whenever acquired by the Company in renewal, replacement, or substitution of property released from the lien of this Mortgage shall immediately upon such acquisition, without any further conveyance or assignment, become and be subject to the lien of this Mortgage, as fully and completely as though now owned by the Company, and expressly and specifically conveyed by this Mortgage; but the Company shall, if and whenever at any time requested by the Trustees, or either of them, execute proper instruments in writing to establish specifically the lien of this Mortgage upon the property or interest therein hereafter so acquired.

SECTION 4. The Corporate Trustee is hereby authorized and empowered to pay over any moneys which may come into its possession under the provisions of this Article, to the Company, or on its order, from time to time, upon a request and certificate signed by the President or Vice President, and verified by the affidavit of the Chief Engineer of the Company, setting forth the purchase of other property as herein provided, the cost of the same, and that it has received good title thereto and has possession of the same; provided, however, in case the property so purchased is real property, such request and