

Section 59. In the event that the Company shall give notice of its intention to redeem any bonds so redeemable, the Company shall, and it hereby covenants that it will before the redemption day specified in such notice, deposit with the Trustee a sum of money sufficient to redeem all such bonds so to be redeemed on such date or irrevocably direct the Trustee to apply from money held by it available to be used for the redemption of bonds, a sum of money sufficient to redeem such bonds. If the Company shall fail so to deposit or direct the application of the money for the redemption of said bonds such failure shall constitute a default under this Indenture and the said bonds so called for redemption shall immediately become due and payable, and the holders of said bonds shall be entitled to receive and the Company shall be obligated to pay the redemption price of said bonds, and thereupon and without the lapse of any period of time all the remedies provided for in Article XIII hereof with respect to a default in the payment of principal shall be available to and enforceable by the Trustee.

Section 60. All moneys deposited by the Company with the Trustee under the provisions of this Article XI for the redemption of bonds or which the Company directs shall be applied by the Trustee to the redemption of bonds shall be held for account of the holders of the bonds so to be redeemed, and shall be paid to them respectively, upon presentation and surrender of said bonds in bearer form or properly endorsed for transfer, with all unmatured coupons, if any, appertaining thereto. After such redemption day, if the moneys for the redemption of the bonds to be redeemed shall have been deposited or directed to be applied as aforesaid, such bonds shall cease to bear interest and shall cease to be entitled to the lien of this Indenture, the coupons for interest, if any, maturing subsequent to that day shall be void and as respects the Company's liability thereon such bonds and coupons shall be deemed to have been paid. Provided, however, if any serial number shall be drawn by the Trustee at any selection by lot as in Section 58 hereof provided for, which is endorsed upon any registered bond without coupons of a denomination larger than One thousand dollars (\$1,000), such registered bond shall be presented properly endorsed for transfer at or after the time fixed for the redemption of said bond so drawn for redemption, and the payment with respect to said bond shall be made upon surrender of said bond so endorsed; and coupon bonds or registered bonds without coupons for the unpaid balance, if any, of the principal amount of the registered bond without coupons so presented and surrendered shall be executed by the Company and authenticated and delivered by the Trustee without charge therefor. After the date fixed for such redemption, interest shall be payable only on the portion of said registered bond not so called for redemption and only such portion shall continue to be entitled to the benefit of the lien of this Indenture, and the Company shall be under no further liability with respect to the portion thereof so called for redemption.

Section 61. At any time, upon the request of the Company, expressed by resolution, as defined in Section 3 hereof, the Trustee shall, to the extent that such bonds are available for such purchase, apply all or any part of the cash held by it under any provision of this Indenture, or any cash deposited with it by the Company for the purpose, to the purchase of bonds then outstanding hereunder of such series as the Company may designate at a price not exceeding the current redemption price of such bonds as shall be by their terms redeemable before maturity, and the accrued interest thereon, or at not more than one hundred and five per centum (105%) of the principal of bonds not so redeemable plus accrued interest. Before making any such purchase the Trustee shall, by notice published once in each of four (4) successive calendar weeks in one daily newspaper of general circulation published in the Borough of Manhattan, City of New York, advertise for written proposals (to be received by it on or before a specified date) to sell to it on or before a subsequent specified date bonds of the series designated by the Company then outstanding hereunder; and the Trustee, to the extent, as nearly as is possible, of such funds then in its hands and requested by the Company to be so applied, shall purchase the bonds so offered at the lowest price or prices asked therefor, and reasonable notice shall be given by the Trustee to the owner or owners of the bonds whose proposals may be accepted. The Trustee may also in its discretion, and upon request of the Company so to do shall, invite offers of bonds for sale to it in any other usual manner. Should there be two or more proposals at the time the same price aggregating more than the amount which the Trustee has available for investment, after having accepted all proposals at lower prices, the Trustee shall invest the amount so available, by acceptance of proposals, so as to acquire the requisite amount of bonds at the lowest cost possible, provided, however, that to the extent consistent with the acquisition of such amount of bonds at the lowest cost possible the Trustee shall (a) in accepting proposals, give preference to such proposals as are subject to acceptance of a portion thereof as against proposals not subject to such acceptance, (b) as between proposals subject to acceptance of a portion thereof, accept the same *pro rata*, and (c) as between proposals not subject to such acceptance, select by lot, according to such method as the Trustee shall deem proper in its discretion, the proposals to be accepted. The Trustee shall have the right to reject any or all proposals in whole or in part if it can at the time of opening said proposals purchase the requisite amount of such bonds or any part thereof at a lower price than it could by accepting said proposals. All offers by holders shall be subject to acceptance of a portion thereof unless otherwise expressed in the offers and all advertisements for written proposals shall so state.

Section 62. All bonds issued hereunder paid, retired or redeemed under any of the provisions of this Indenture or purchased by the Trustee as provided in Section 61 hereof and all appurtenant coupons, if any, shall forthwith be canceled, and the Trustee shall thereupon deliver the bonds and coupons so canceled to the Company.

ARTICLE XII.

Possession, Use and Release of Mortgaged Property.

Section 63. So long as the Company is not in default in the payment of the principal of or interest on any of the bonds then outstanding hereunder or none of the completed defaults specified in Section 72 shall have occurred, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged and pledged property (except money and securities which are expressly required to be deposited with the Trustee), and to receive, use and dispose of the tolls, rents, revenues, issues, earnings, income, product and profits thereof, with power, in the ordinary course of business, freely and without let or hindrance on the part of the Trustee or of the bondholders to use, consume and dispose of supplies, and, except as herein otherwise expressly provided to the contrary, to exercise any and all rights under choses in action and contracts.

Section 64. So long as the Company is not in default in the payment of the principal of or interest on any of the bonds then outstanding hereunder or none of the completed defaults specified in Section 72 shall have occurred, the Company may at any time and from time to time, without any release or consent by the Trustee, or accountability thereto for any consideration received by the Company:

(1) sell or otherwise dispose of, free from the lien of this Indenture, (a) any machinery, equipment, tools, implements or other property, which shall have become old, inadequate, obsolete, worn out or unfit for use, upon replacing the same by or substituting for the same other machinery, equipment, tools, implements or property of at least equal value to that of the property disposed of; (b) any materials or supplies, including any merchandise, equipment and apparatus, manufactured or acquired for the purpose of sale and/or resale in the usual course of business;

(2) cancel or make changes or alterations in or substitutions of any and all contracts, leases and/or rights of way grants;

(3) surrender or assent to the modification of any franchise, license, governmental consent or permit under which it may be operating, provided that such surrender or modification is, in the opinion of the Board of Directors, desirable in the conduct of the business of the Company, or provided that, in the event of any such surrender or modification, the Company shall still have, under some other franchise, license, governmental consent or permit or under the modified franchise, license, governmental consent or permit, or under a new franchise, license, governmental consent or permit (subject to the lien of this Indenture and free from any liens prior thereto, except taxes for the then current year and taxes and assessments not then due, the lien of the underlying mortgage, prior liens as defined in Section 6 hereof and any other liens to which the surrendered franchise, license, governmental consent or permit shall have been subject at the time of such surrender), authority, in the opinion of counsel, to conduct the same or an extended business in the same or substantially the same or an extended territory for the same or substantially the same or an extended or unlimited or indeterminate period of time or until the maturity date of the latest maturing series of bonds at the time outstanding hereunder.

Section 65. So long as the Company is not in default in the payment of the principal or of interest on any bonds then outstanding hereunder or none of the completed defaults specified in Section 72 shall have occurred, the Company may obtain the release of any of the mortgaged and pledged property (provided, however, that underlying bonds and/or prior lien bonds deposited with the Trustee shall not be released except as provided in Section 43 and in Article X hereof), and the Trustee shall release the same from the lien hereof upon the application of the Company and receipt by the Trustee of

(1) a resolution, as defined in Section 3 hereof, requesting such release;

(2) an engineer's certificate, as defined in Section 3 hereof, made and dated not more than ninety (90) days prior to the date of such application, stating the full value to the Company, in the opinion of the signers, of the property to be released, whether or not such property or any portion thereof has theretofore been made the basis for the issuance of bonds under this Indenture, and further stating that such release is in the opinion of the signers desirable in the conduct of the business of the Company;

(3) an amount in cash, or in lieu thereof or of any part thereof, (a) a principal amount of obligations secured by purchase money mortgage upon the property released and/or (b) a principal amount of bonds outstanding hereunder and/or of outstanding underlying bonds and/or