

MORTGAGE OF REAL ESTATE

37276 PROVINCE-JARRARD CO.-GREENVILLE

Trustee shall authenticate and deliver, without charge to the holder thereof, at his option, either coupon Bonds or registered Bonds without coupons (but only of authorized denominations) for the unredeemed balance of the principal amount of such outstanding Bond.

SECTION 2. Upon the first publication of the notice provided for in Section 1 of this Article (or the first mailing thereof if publication is not required) the Bonds designated for redemption shall become due and payable upon the date specified in such notice as the redemption date at the applicable redemption price at the time. Payment of the redemption price shall be made to the respective bearers of the Bonds designated for redemption or, if any such Bonds be registered Bonds without coupons or coupon Bonds registered as to principal, to the respective registered owners thereof, upon surrender of such Bonds, at the place stated in the notice of redemption together with all unmatured coupons appertaining thereto and accompanied by duly executed instruments of transfer in the case of registered Bonds without coupons and coupon Bonds registered as to principal.

SECTION 3. On or before the redemption date designated in the notice provided for under Section 1 of this Article, the Company shall deposit with the Trustee an amount of cash sufficient to effect the redemption of the Bonds specified in such notice, or, as authorized by Section 6 of Article VII, it may direct the Trustee to apply to such purpose, to the extent that they are available, any moneys held by the Trustee under said Section 6 of Article VII and available for such purpose; and from and after the redemption date designated in such notice (such deposit having been made as aforesaid), notwithstanding that any Bonds so called for redemption shall not have been surrendered for cancellation, ~~not further interest shall not have been surrendered for cancellation~~, no further interest shall accrue upon the principal (meaning, in case a part but less than the whole of the principal amount of any Bond shall have been called for redemption, such portion of the principal amount thereof which shall have been called for redemption) of any of the Bonds so called for redemption and all coupons for interest thereon maturing subsequent to such redemption date shall be void. Coupons which have matured on or before such redemption date shall remain payable to bearer upon presentation and surrender thereof in accordance with their terms.

SECTION 4. All Bonds so redeemed at the office of the Company, with all unmatured coupons thereto appertaining, shall be delivered by the Company to the Trustee for cancellation. All Bonds and coupons redeemed and paid under this Article shall forthwith be canceled.

ARTICLE VI.

Possession, Use and Release of Property.

SECTION 1. Unless an event of default shall have happened and be continuing, the Company shall be suffered and permitted to possess, use and enjoy all the property and appurtenances, franchises and rights conveyed by this Indenture (other than such securities, obligations and moneys as are expressly required to be deposited with the Trustee), and to receive and use the rents, issues, income, products 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 and consume materials and supplies, deal with choses in action, leases and contracts, exercise the rights and powers conferred upon it thereby, alter and repair or change the position of any of its lines of railroad, tracks, switches, buildings, structures, plants, poles, wires, conduits or other property whatsoever and replace and renew any of its property, except that the position of none of the mortgaged property may be changed so as to impair the lien of this Indenture thereon unless such property is disposed of as permitted by Section 2 of this Article or released as provided in Section 3 or 4 of this Article.

SECTION 2. The Company may at any time and from time to time, without any release by the Trustee:

(a) Sell or otherwise dispose of, free from the lien of this Indenture, any equipment, machinery, apparatus, implements, fixtures, furniture, materials, supplies, and portable personal