or other grant of a right or interest merely, the Trustee, if so requested, shall subordinate the lien of this Indenture to such lease, right or interest, provided that it shall no longer be necessary or expedient to retain the said property or such right or interest therein for the purposes of the maintenance or operation of any of the mortgaged railroad. The Trustee may execute and deliver its release or instrument of subordination in advance of the execution and delivery by the Railroad Company of a definitive agreement for a sale, exchange or other grant or lease, upon the assurance of the President of the Railroad Company that such release or instrument of subordination will not be delivered to any third party or otherwise be made effective unless and until such sale, exchange, grant or lease is completed and becomes effective.

SECTION 4. Any mortgaged property which shall have been acquired from the Railroad Company by a final decree of any court of competent jurisdiction in favor of any state, county, municipality or any other party plaintiff, in a suit or proceeding in the exercise of the right of eminent domain, whether or not the Trustee was joined as a party defendant, shall be released by the Trustee if so requested by the Railroad Company. Upon the commencement of any suit or proceeding against the Railroad Company in the exercise of the right of eminent domain affecting the mortgaged property then subject to the lien of this Indenture, whether or not the Trustee shall have been joined as a party defendant, and whether or not, if joined, it shall have been served with process therein, the Trustee may release such mortgaged property without awaiting a trial and decree, if so requested by the President of the Railroad Company, and upon his assurance that a specified amount acceptable to the Railroad Company is to be received in settlement of such suit or proceeding and will constitute adequate compensation for the property or interest so requested to be released.

SECTION 5. The Railroad Company shall have full power, in its discretion, from time to time, to dispose of any portion of the rolling stock, shop machinery and equipment, freight handling equipment and engine and roundhouse equipment, at any time held subject to the lien hereof and which the Railroad Company is not entitled to dispose of pursuant to the reservations contained in the granting clauses hereof, which may have become obsolete or otherwise unfit or undesirable for use or which it may not be necessary or advantageous to retain for use upon the mortgaged premises. The Railroad Company, in case it sells any such property, shall either replace such property with other property, not necessarily of the same character but having a value at least equal to the value of the old property at the time of disposition, or, unless some other disposition thereof be required by some mortgage or deed of trust or other instrument prior in lien to this Indenture, shall deposit with the Trustee the proceeds of sale of such property.

SECTION 6. The Railroad Company may, from time to time, make changes in the location of parts of the mortgaged railroads, provided the general integrity and continuity of the mortgaged railroads shall not be broken thereby, and, without restriction, may relocate and dismantle spur and sidetracks, station houses, section houses and other buildings and structures of the mortgaged railroads. The lien of this Indenture shall attach to any relocated parts of railroad and spur and sidetracks, station houses, section houses and other buildings and structures.

SECTION 7. All action on the part of the Trustee called for by this Article Ten shall be requested by resolution of the Board of Directors of the Railroad Company certified by its Secretary under its corporate seal. The Railroad Company, when requesting any action under the foregoing provisions of this Article Ten shall deliver to the Trustee a certificate signed by its President which shall set forth, as the case may be,

(a) a description of the property or rights a release of which, or other action in respect of which, is requested;

(b) the selling price, if any, of such property or rights, or a description of the property or rights, if any, to be received in exchange therefor, or a statement of the nature and circumstances of any transaction which involves no sale or exchange;

(c) such matters as it shall be necessary to establish in order to show that the release of, or other action in respect of, the property or rights forming the subject of such request is authorized under the provisions and restrictions of this Article Ten.

The Railroad Company, when requesting any action under this Article Ten, shall also deliver to the Trustee a certificate or opinion signed by the General Counsel of the Railroad Company stating that the action so requested is authorized by the provisions of this Article Ten and that the resolutions and certificates furnished to the Trustee in connection therewith are in compliance with the provisions of this Section 7, and stating such other matters as the Trustee may request with respect to subjection of property to the lien of this Indenture, or otherwise. Such resolutions, opinion and certificates may be received by the Trustee as conclusive evidence of any of the facts, or of the continuance of any condition, or of anything by this Article Ten required to be established or shown in order to authorize the action sought in respect of any property or rights forming the subject of such resolutions and certificates, and shall be full warrant to the Trustee for any action taken on the faith thereof; but the Trustee, in its discretion, may require at the cost and expense of the Railroad Company such further and additional evidence as to the Trustee may seem reasonable.

SECTION 8. Unless some other disposition thereof be permitted by some other provisions of this Indenture or be required by some mortgage, deed of trust or other instrument prior in lien to this Indenture, the cash proceeds of any and all sales or of settlement of eminent domain proceedings and all moneys received as compensation for any property subject to the lien of this Indenture taken by the exercise of the power of eminent domain, shall be deposited with the Trustee.

The Trustee shall, the Railroad Company not being in default under this Indenture, and may, in its discretion, the Railroad Company being in default, from time to time, at the election of the Railroad Company and upon its written request, apply the moneys so deposited,

(a) to reimburse the Railroad Company for all or any part of expenditures made by the Railroad Company at any time after the date of this Indenture for the acquisition of property subject to the lien of this Indenture or for additions, betterments or improvements to property of the Railroad Company subject to the lien of this Indenture chargeable to capital account under the regulations of the Interstate Commerce Commission or other governmental authority having similar jurisdiction at the time in force; provided, however, that at the time of any request for reimbursement pursuant to this subdivision (a) the Railroad Company shall file with the Trustee a certificate signed by its President and Controller certifying that the Railroad Company has expended since the date of this Indenture, for one or more of the purposes aforesaid, the amount therein specified, describing briefly the property acquired or the additions, betterments or improvements made, and certifying that no part of the expenditures therein described has been reimbursed out of moneys deposited hereunder or under a prior mortgage, and that none of such additions, betterments or improvements has been used as a replacement as provided in Section 5 of this Article Ten, or

(b) to the retirement of Bonds by purchase thereof at private or public sale, from the Railroad Company, or otherwise, at not exceeding the lowest price at which the Railroad Company on the date of such purchase could call Bonds of any series then outstanding for redemption as an entirety (exclusive of current interest accrued to the time of purchase which the Railroad Company shall provide) or for the redemption, in the manner specified in Article Four of this Indenture at the redemption prices specified in the Bonds (exclusive of current interest accrued to the date of redemption which the Railroad Company shall provide). All Bonds secured by this Indenture so purchased shall be cancelled and shall not be reissued.

Any property or rights received by the Railroad Company in exchange for any property or rights released from the lien of this Indenture shall be and become subject to this Indenture, subject only to the lien of any mortgage, deed of trust or other instrument constituting a prior lien on the property or rights released. The property so received may include a purchase money mortgage on the property released or any thereof, but may not include other securities.

SECTION 9. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article Ten be required to see to the application of the purchase money.