(b) The Corporate Trustee shall be furnished with an Officers' Certificate dated not more than 30 days prior to the delivery thereof and setting forth:

(1) A description of the Securities to be sold by the Company, a statement that the Securities so described include all Securities of such corporation pledged hereunder and a statement as to whether or not such corporation is a Railroad Subsidiary or a Wholly Owned Railroad Subsidiary;

(2) A brief statement of the price or consideration to be received by the Company (which consideration may be cash, or cash and purchase money obligations secured by a pledge of the Securities to be sold) and a statement that the amount of such consideration is not less than the fair value to the Company of the Securities to be sold and represents an adequate consideration therefor; that none of such purchase money obligations matures more than five years from the date of issue; and that the aggregate principal amount thereof does not exceed 60% of the total amount of such consideration;

(3) If the Securities to be sold are Securities of a Wholly Owned Railroad Subsidiary, a statement that such sale is subject to the provisions of Part B of Section 1 of Article IX, accompanied by showings in compliance therewith, or a statement that the provisions of said Part B are not applicable to such sale; and

(4) That no Event of Default has occurred and is continuing.

(c) The consideration stated in the Officers' Certificate provided for in subsection (b) of this Section 12 to be received by the Company shall be deposited and pledged with the Corporate Trustee.

(d) The Corporate Trustee shall be furnished with an Opinion of Counsel stating that (i) such sale is in accordance with the provisions of the Mortgage, (ii) the Corporate Trustee is authorized under the terms of the

Mortgage to comply with the request of the Company in consummation of the sale, (iii) any purchase money obligations mentioned in the Officers' Certificate provided for in subsection (b) of this Section 12 are valid obligations, secured by a valid and enforceable pledge of the Securities to be sold, free and clear of prior liens, (iv) such pledge contains appropriate provision for the security and protection of the Bonds, and (v) all necessary consent or approval of all governmental authorities for the sale and acquisition of such Securities has been obtained or that no such consent or approval is necessary; and said opinion shall be accompanied by a certified copy of any such consent or approval specified in said opinion to be necessary.

(e) The Corporate Trustee shall be furnished with a Certified Resolution authorizing the sale of the Securities mentioned in the Officers' Certificate provided for in subsection (b) of this Section 12, and requesting the release thereof from the lien of the Mortgage.

Upon receipt by the Corporate Trustee of the instruments mentioned in subsections (b), (d) and (e) of this Section 12, and the consideration to be received by the Company as therein stated, the Corporate Trustee shall release from the lien of the Mortgage, and deliver to or upon the written order of the Company, all Securities so to be sold at the time held by the Corporate Trustee.

SECTION 13. In case an Event of Default shall have occurred and be continuing, the Company shall no longer be entitled to receive the payments and exercise the rights theretofore permitted it pursuant to the provisions of this Article VIII, but, nevertheless, may do any of the things authorized to be done by it in Sections 2, 3, 5, 7, 8 and 12 of this Article VIII upon compliance by it with the respective provisions of said sections, if the Corporate Trustee, in the exercise of its discretion, in writing expressly authorizes or assents to such action. The Corporate Trustee shall so authorize or assent