request, to the payment at maturity or to the redemption of Bonds then outstanding of any series (except Free Bonds) determined by said Resolution. Any such request of the Company for the application of moneys pursuant to this subsection (d) shall also be accompanied by an Officers' Certificate stating that no Event of Default has occurred and is continuing.

The Company covenants that whenever any redemption of Bonds shall be applied for under the provisions of subsection (d) of this Section 7, it will take all action necessary, or authorize the Corporate Trustee to take all action necessary, to redeem such Bonds at the earliest applicable redemption date, and will deposit with the Corporate Trustee on or before the date fixed for redemption additional moneys sufficient to pay the premium and all accrued and unpaid interest on the Bonds so to be redeemed to the date so fixed for redemption.

SECTION 8. The Trustees shall not be required under any of the provisions of this Article IX to release any part of the property subject to the lien of the Mortgage from the lien hereof at any time when an Event of Default shall have occurred and be continuing; but, notwithstanding any such Event of Default, the Trustees may do so upon compliance by the Company with the provisions of Section 3 of this Article IX except clause (c) (5) of Part B of said Section 3, if the Trustees in their discretion shall deem that such release will not adversely affect the interests of the Bondholders, or if the holders of a majority in principal amount of the Outstanding Bonds shall request the Trustees so to do.

SECTION 9. In no event shall any purchaser or purchasers of any part of the mortgaged property sold or disposed of under any provisions of this Article IX be required to ascertain the authority of the Corporate Trustee or the Trustees, as the case may be, to execute any release, to see to the application of the purchase money or to inquire as to any facts

required by the provisions hereof for the exercise of such authority.

SECTION 10. Notwithstanding any of the provisions of the Mortgage, the Trustees shall release, either before or after an Event of Default shall have occurred, the lien of the Mortgage as to any property or properties or part or parts thereof at any time subject thereto, and cause such property or properties to revert to the Company free and clear of such lien; provided, however, that, prior to the release of any such property under this Section 10, there shall have been delivered to the Corporate Trustee in each case:

(a) a request (evidenced as provided in Section 1 of Article XI) of the holders of not less than 66⅔% in aggregate principal amount of all Outstanding Bonds, to release the property in question and the selection and designation by such holders of the independent railroad expert referred to in subsection (c) below; or

(b) the record showing that the holders of not less than 85% in aggregate principal amount of all Outstanding Bonds represented at a Bondholders' Meeting, called and conducted pursuant to Article XII hereof, at which not less than 50% in aggregate principal amount of all Outstanding Bonds were represented, requested the release of the property in question and selected and designated the independent railroad expert referred to in subsection (c) below; and

(c) in either case, a report of the independent railroad expert selected and designated pursuant to either subsection (a) or subsection (b) above, to the effect that such property is no longer of value to the holders of Outstanding Bonds and that, in his opinion, a proper allocation of revenues and expenses thereto then shows, and in the future may reasonably be expected to show, a loss.