

to be released, and all obligations under conditional sale or similar agreements with respect to the property to be released, shall be delivered to the Corporate Trustee and shall be held by it as pledged securities hereunder (unless the Company shall pay to the Corporate Trustee, in cash, an amount equal to the principal amount of such purchase money, conditional sale or other obligations, in which event such cash shall be held by the Corporate Trustee as Deposited Cash and such purchase money, conditional sale or other obligations shall not become subject to the lien of this Indenture).

In case any part of the consideration delivered to the Corporate Trustee shall consist of obligations secured by a purchase money mortgage on the property to be released or obligations under conditional sale or similar agreements with respect to the property to be released, the Company shall deliver to the Corporate Trustee an Opinion of Counsel stating that such obligations are valid and enforceable obligations, and (a), in the case of any obligation secured by a purchase money mortgage, that such mortgage affords a valid and enforceable purchase money lien upon the property to be released, subject to no Prior Lien except any Prior Lien subject to which said property is to be sold, and that a valid assignment of such mortgage (unless it be a mortgage to a trustee) to the Trustees has been recorded, or (b), in the case of any obligation under a conditional sale or similar agreement, that a valid and enforceable assignment of such agreement to the Trustees has been made and that such conditional sale or similar agreement and such assignment have been filed or recorded to the extent necessary for the proper protection of the title of the Trustees to the property to be released.

In case any part of the consideration shall consist of property of the character specified in clause (c) of the second paragraph of this Section 5.02, the Company shall deliver to the Corporate Trustee an Officers' Certificate stating that such property has not theretofore been Bonded.

SECTION 5.03. The Trustees shall release upon Request from the lien of this Indenture any franchise or portion thereof which is to be or shall be surrendered and any tracks, structures and other property abandoned if such abandonment or surrender be made (a) pursuant to the authority of the Interstate Commerce Commission or (b) by virtue of an agreement with or action by the Federal government or any State, municipality, or other political division or subdivision of a State or any governmental agency or (c) in accordance with some other legal requirement or (d) as otherwise may be permissible under applicable law, upon compliance by the Company with