

authorized and issued and are the valid and binding obligations of the corporation issuing the same according to the terms thereof.

"Any stock, bonds, notes or other evidences of indebtedness or other property received by the Trustee under the provisions of this Section shall be held by the Trustee as part of the trust estate, subject to the terms and conditions in this Indenture contained. In the event that any cash shall be payable to the Company and/or to the Trustee in respect of any stock and/or other securities pledged hereunder, upon any such exchange, consolidation or merger or sale or dissolution, such cash shall be deposited with the Trustee and applied as provided in § 9.01 or § 9.02.

"Nothing in this Section contained shall require the deposit or pledge with the Trustee of any cash or other property of a character excepted from the lien hereof in the case of any consolidation or merger with or transfer to the Company covered by the provisions of § 7.13.

"In any case where it may be necessary at any time that any shares of stock, bonds or notes or other evidences of indebtedness pledged hereunder be withdrawn from the Trustee before it is practicable for the Company to deposit with the Trustee the shares of stock, bonds, notes or other evidences of indebtedness or cash or other property to be issued in exchange or substitution therefor, the Trustee may surrender such deposited shares of stock, bonds, notes or other evidences of indebtedness under trust receipts or in any other manner and under such other conditions as the Trustee may deem necessary and proper under the circumstances.

"The Trustee may receive an opinion of counsel as conclusive evidence that any such exchange or substitution is in compliance with this Section, and such opinion shall be full protection for any action taken by the Trustee pursuant thereto.

"§ 7.07. The Trustee may (but need not) do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any corporation, any part of the capital stock whereof shall be then pledged hereunder, and for such purpose from time to time the Trustee may sell, assign, transfer and deliver or permit the Company to sell, assign, transfer and deliver so many of the shares of stock of any such corporation as may be necessary to qualify persons to act as directors of or in any other official relation to such corporation. The Trustee may, and unless an event of default shall have happened and be continuing, shall, upon the written request of the Company, assign and