

SECTION 9.03. When and as soon as there shall occur any event of default or the Company shall be in default in the payment of interest on any of the bonds, the Corporate Trustee, subject to the provisions of Section 9.01, may cause all shares of stock then pledged and hypothecated hereunder to be transferred (if not already so transferred) into its own name or that of its nominee or nominees, and thereafter and while and so long as such default or event of default shall continue, the Corporate Trustee shall be entitled to exercise all the rights appertaining to the ownership of said shares of stock so pledged and hypothecated hereunder, including the voting power thereof. In voting upon such shares of stock, the Corporate Trustee shall incur no personal liability or responsibility by reason of any error of judgment or of law or of any matter or thing done or omitted to be done under this Indenture or in the management of the affairs of any company whose stock is pledged hereunder or otherwise, except for its own wilful misconduct.

SECTION 9.04. In the event that any corporation whose stock is pledged hereunder shall take any proceedings to change the number of shares of its authorized stock, or to issue in exchange for the stock pledged any other stock of the same or other class or classes and/or other securities, or issue any greater or lesser number of shares in exchange for the stock pledged hereunder, or shall consolidate or merge with any other corporation (other than the Company) or sell its assets to any corporation (other than the Company) in exchange for stock and/or securities of such other corporation or shall change or readjust its outstanding capital stock or indebtedness or be dissolved, then and in any such event, upon the written request of the Company, signed by its President or a Vice President, the Corporate Trustee is authorized to deliver the stock and/or securities then pledged hereunder and designated in such request for such stock and/or securities and/or property and/or cash as may be deliverable in exchange therefor; provided, however, that there shall be delivered to the Corporate Trustee an opinion of counsel, stating that all corporate proceedings necessary to authorize the issue of the stock and/or bonds, notes or other evidences of indebtedness to be received in exchange have been taken in