

accordance with the law and that such stock (if any is to be received in exchange) is fully paid and non-assessable, and has been legally authorized and issued and in the event that bonds, notes or other evidences of indebtedness are to be received in exchange that the same have been duly and legally 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 Corporate Trustee under the provisions of this Section shall be held by the Corporate Trustee as part of the trust estate, subject to the terms and conditions in this Indenture contained. In the event that, upon any such exchange, consolidation, merger, sale or dissolution, any cash shall be payable to the Company and/or to the Corporate Trustee in respect of any stock and/or other securities pledged hereunder, such cash shall be paid over to or held by the Corporate Trustee and be paid out or applied by it as provided in Section 8.12 or, if such cash was received in respect of any stock or other securities of any controlled corporation pledged hereunder, the same shall be paid out or applied as provided in Section 4.06.

Nothing in this Section contained shall require the deposit or pledge with the Corporate 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 Section 9.11.

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necessary at any time that any shares of stock, bonds or notes or other evidences of indebtedness pledged hereunder be withdrawn from the Corporate Trustee before it is practicable for the Company to deposit with the Corporate Trustee the shares of stock, bonds, notes or other evidences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 Corporate 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 Corporate Trustee may deem necessary and proper under the circumstances.

The Corporate Trustee may receive an opinion of counsel as conclusive evidence that any such exchange or substitution is in compli-