

the lien hereof, without any such request from the Company.

SECTION 9. The Trustee shall consent to any sale, merger, consolidation, or plan for reorganization of the kind mentioned in Sections 7 and 8 of this Article, if

(a) It shall have been advised by one person, selected by it and paid by the Company and in the Trustee's opinion disinterested and competent (who, in the case of any sale, merger or consolidation of the kind mentioned in Section 7, may be in the employ of the Company) that the relative interest and control of the Trustee over the property, securities, shares of stock, or companies respectively sold, merged, consolidated, or reorganized will not (except as permitted hereinafter in this Section) be diminished or impaired by any such transaction or event.

(b) It shall have been advised by counsel approved by it and paid by the Company, who may be counsel of the Company, that any such sale, lease, merger, consolidation, or reorganization proposed can be lawfully carried out in the manner proposed and that the legal effect thereof will be to leave in the Company an interest and control over the property, securities, shares of stock, or companies involved in such transaction, except, in the case of any such reorganization, with relation to the rights of parties (other than the Company or any Subsidiary Company) who may have assisted in financing the reorganization on condition that they be given rights prior to or on a parity with those of the former parties in interest, and that the requirements of Section 7 of this Article have been complied with in the case of any sale, merger or consolidation of the kind described in said Section 7. Before the Trustee shall accept any shares of Stock or securities in exchange or substitution for shares of stock or securities held by it before the occurrence of any such transaction, it shall receive the further opinion of such counsel that he has examined all of the proceedings connected with such transaction, and that in his opinion said shares of stock or securities offered in exchange or substitution have been validly issued and that the title of the Trustee thereto upon acceptance thereof will be at least as good as its title to the shares of stock or securities which it is called upon to surrender.

The Company covenants that on demand of the Trustee it forthwith will pay or will satisfactorily provide for all expenditures with interest, incurred by the Trustee under any of the provisions of this Section, including all sums required to obtain and perfect the ownership and title to any property which the Trustee shall purchase or shall cause or authorize to be purchased either at the request of the Company or where not more than ten per cent. of the price of such property shall be required to be paid in cash; and in any case, without impairment of or prejudice to any of its rights hereunder by reason of any default of the Company, the Trustee in its discretion may advance all such expenses and such other moneys required, or may procure such advances to be made by others, and for such advances made by the Trustee or by others at its request with interest thereon the Trustee shall have a lien under this indenture in priority to the lien of the Bonds upon all of the trust estate.

SECTION 10. Any new securities or shares of stock issued under any provision of this Article in exchange for securities or shares of stock subject to the lien hereof, shall be delivered to and held in pledge by the Trustee hereunder unless required by the provisions of the Underlying Mortgages to be deposited with the trustees thereunder.

SECTION 11. Wherever this Article provides for surrender of securities and/or stock by the Trustee, such provisions shall include the release by the Trustee of any of its rights therein or lien thereon, if such securities and/or stock are not in the possession of the Trustee.