

be pledged hereunder, by any of the provisions of this Indenture or otherwise made subject to the lien hereof or intended so to be, subject however, to any Prior Lien Indentures.

Subject to the provisions of any applicable Prior Lien Indenture, all pledged securities shall be delivered to the Trustee in bearer form or accompanied by proper instruments of assignment and transfer and shall be held by the Trustee subject to the terms and provisions of this Indenture.

§ 7.02. The Trustee is hereby authorized in its discretion to cause to be registered in its name as Trustee, or in the name of its nominee, any and all pledged coupon bonds or to cause the same to be exchanged for registered bonds without coupons. The Trustee may cause to be transferred into its name as Trustee, or into the name of its nominee, all pledged registered bonds without coupons and all pledged stock; and it may make such other transfers and arrangements with respect to pledged securities as it may deem advisable from time to time.

§ 7.03. Unless the Companies shall be In Default hereunder, (i) each Pledgor Company shall have the right, with the same force and effect as though such stock had not been pledged hereunder, to vote, or to give any approval or consent in respect of, all stock pledged by such Pledgor Company, for all purposes, and from time to time the Trustee, upon receipt of a Request so to do, shall execute and deliver, or shall cause to be executed and delivered, to such Pledgor Company or its nominees, suitable powers of attorney or proxies to enable such Pledgor Company so to vote, approve or consent; (ii) each Pledgor Company shall be entitled to receive all interest and cash dividends on any of the securities pledged by it whether before, at or after maturity; (iii) the Trustee shall not, except