

able, distributable or deliverable on account of the shares of stock pledged hereunder in the event of any such consolidation, merger, sale, conveyance, transfer or lease (whether such consideration be in cash or otherwise) shall be pledged with and delivered to the Corporate Trustee and shall be and become subject to the lien of this Indenture and (c) that, if such corporation be a Pledged Subsidiary, either (i) the consolidated corporation, or the corporation into which such Pledged Subsidiary is merged, or to which its property is sold, conveyed, transferred or leased, is, or thereafter will be, a Pledged Subsidiary, or (ii) in the judgment of the Board of Directors, evidenced by a Certified Resolution delivered to the Corporate Trustee, the transaction is desirable in connection with arrangements for control of the property of such Pledged Subsidiary by the Company and other corporations, and will be beneficial to the trust estate.

Any corporation, shares of whose stock are pledged hereunder, may merge another corporation into itself or take a conveyance of all or any part of the property of any other corporation, *provided, however*, (a) that the value of the security under this Indenture shall not be in any way impaired or prejudiced thereby and (b) that, if such corporation be a Pledged Subsidiary, either (i) such corporation shall remain a Pledged Subsidiary, or (ii) in the judgment of the Board of Directors, evidenced by a Certified Resolution delivered to the Corporate Trustee, the transaction is desirable in connection with arrangements for control of the property of such Pledged Subsidiary by the Company and other corporations, and will be beneficial to the trust estate.

The stock of any corporation, any of whose stock is pledged hereunder, may for the purpose of carrying out any transaction permitted by the foregoing provisions of this Section 6.07, and as a part of or in contemplation of such transaction, be increased or reduced to the extent necessary therefor, *provided, however*, that the percentage of the outstanding stock of such corporation of each class pledged hereunder shall not be decreased by such increase or reduction of stock.

The Corporate Trustee may accept an Officers' Certificate as conclusive evidence that the value of the security hereunder will not be impaired or prejudiced by any consolidation, merger, sale, conveyance, transfer or lease proposed to be made under the provisions of this Section 6.07.

SECTION 6.08. All moneys received by the Corporate Trustee under any of the provisions of this Article Six, other than moneys to which the