new property so acquired by the Railroad Company, and, so far as may be, any and all liens or charges taken up or acquired by it with such bonds or their proceeds; and also the written opinion of counsel of the Railroad Company to the effect that such instruments and conveyances are sufficient for that purpose or that no additional instrument or conveyance is necessary. A certificate signed by the President or a Vice President of the Railroad Company and by its Auditor or Treasurer as to any facts pertinent to the right to certify and deliver bonds under the foregoing provisions of subdivision B of this Section may be received by the Trustee as conclusive evidence of the facts so certified. Such resolutions, certificates and opinion shall be deemed and taken as full authority and protection to the Trustee for its certification of such bonds under the foregoing provisions of this Section. The Railroad Company covenants and agrees that in case any bonds reserved under this subdivision (B) of this Section, or their proceeds, shall be used for the acquisition of any shares of the capital stock of any company owning any branch line, extension, terminal property or other railroad property or coal lands, or to reimburse the Railroad Company for such acquisition, then in such case the Railroad Company will pledge with the Trustee hereunder any additional shares of the capital stock of such company which the Railroad Company may then own or thereafter acquire, whether or not it shall use bonds reserved under this Section or their proceeds, for the acquisition of such additional shares or to reimburse the Railroad Company for such acquisition. Sec. 3. Whenever any coupon bond or bonds amounting to $500 or to any multiple thereof, together with all unmatured coupons thereto belonging, shall be surrendered for exchange for registered bonds, the Railroad Company shall issue and the Trustee shall certify and deliver in exchange for such coupon bond or bonds, a like amount of registered bonds, without coupons. Such registered bonds shall be for $500 or $1,000, or for such other multiples of $500 as the Railroad Company from time to time may prescribe by resolution of its Board of Directors, and shall bear interest at the same rate as the surrendered coupon bonds, and from the date of the last matured coupon thereof. In every case of such exchange the Trustee forthwith shall cancel the surrendered bond or bonds and coupons and shall deliver the same to the Railroad Company. Whenever any