

thereof, and the Trustee, on behalf of those who may become holders of the bonds issued hereunder, that no recourse shall directly or indirectly be had to any present or future stockholder, subscriber to stock, director or officer of the Company, under or by virtue of any present or future law, for the payment of any principal or interest of any of the said bonds, and that all of the said bonds are subject to the condition that whoever becomes the holder of any of the said bonds, waives by the acquisition thereof, all such recourse. This indenture shall not be construed to create any trust, liability or obligation to or in favor of any person, firm or corporation, except the Company, the Trustee and the holders of the bonds issued hereunder, nothing in this indenture being intended to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the bonds issued hereunder, any right, remedy or claim in or by reason of this indenture or any covenant, condition or stipulation thereof; all the covenants, conditions and stipulations being intended to be and being for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the bonds issued hereunder.

ARTICLE EIGHTEENTH.- Upon the payment in full or redemption of the outstanding bonds issued hereunder with the interest that shall have accrued thereon, the Trustee shall without unreasonable delay, transfer, assign, reconvey and deliver to the Company, its successors or assigns, the shares of stock hereby conveyed, and such other mortgaged property as may then be included in this trust.

ARTICLE NINETEENTH.- Upon the written request of the Company, approved by resolution of its Board of Directors, the Trustee may, from time to time, while the Company is in possession of the mortgaged premises and properties, release from the lien and operation of this Indenture any part of the mortgaged premises and properties then subject thereto other than the stocks, bonds, notes and other evidences of indebtedness pledged hereby or pursuant to the covenants herein contained; provided that no part of the mortgaged premises or properties shall be released hereunder unless at the time of such release it shall no longer be necessary or expedient for the Company to retain the same for use in its business.

No such release shall be made unless the property so to be released shall have been actually sold, or the sale or exchange of the same for other property shall have been contracted for. Unless some other disposition of the proceeds thereof be required by some now existing mortgage, such proceeds of any and all such sales, and all moneys received as compensation for any property subject to this Indenture taken by the exercise of the power of eminent domain, shall be paid to the Trustee and shall be applied under the direction of the Trustee, to the purchase of other property, real or personal or any betterments of, or additions to, any of the mortgaged premises, or may, at the option of the Company, be applied as herein provided in respect of moneys belonging to the sinking fund. Any new property acquired by the Company to take the place of any property released hereunder shall ipso facto, and without further conveyance become and be subject to the lien of this Indenture, as fully as if specifically mortgaged or pledged hereby; but if requested by the Trustee, the Company will convey the same to the Trustee by appropriate deeds, upon the trusts and for the purposes of this Indenture.

The Company while in possession of the mortgaged premises shall also have full power in its discretion from time to time to dispose of any portion of the machinery, equipment, implements and tools at any time held subject to the lien hereof, which may have become obsolete or otherwise unfit for use by the Company, and the Company hereby agrees to replace the same by new machinery, equipment, implements or tools, which shall without further conveyance be and become subject to the lien of this Indenture. A certificate signed by the President or a Vice-President of the Company may be received by the Trustee as conclusive evidence of any of