

SECTION 12. Unless some default described in clauses (a), (b) or (c) of Section 1 of Article XI hereof, or one of the Events of Default as defined in said Section 1 of Article XI, shall have occurred, and in either case be then continuing, the Company, and/or any Subsidiary Mortgagor Company, for its own use, shall be entitled to demand and receive and collect (but not by any proceedings which the Trustee shall deem prejudicial to the trusts hereunder), and may release and discharge the principal and interest of any claims in its favor or indebtedness to it subjected to the lien of this Indenture under Section 24 of Article III hereof; and if requested by the Company, and/or any Subsidiary Mortgagor Company, the Trustee shall execute any reassignments or releases which may be required for that purpose.

ARTICLE IX .

POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY.

SECTION 1. Unless some default described in clauses (a), (b) or (c) of Section 1 of Article XI hereof, or one of the Events of Default as defined in said Section 1 of Article XI, shall have occurred, and in either case be then continuing, (1) the Company and its Subsidiary Companies shall be suffered and permitted to possess, manage, develop, operate and enjoy their respective properties and the property covered by this Indenture (other than shares of stock securities, obligations and cash required to be deposited with the Trustee, and other than property held by the Trustee under Sections 5 and 6 of Article VII, as to which the Company shall only have the right of enjoyment granted herein) and to take and use any incomes, rents, issues and profits thereof in the same manner, to the same extent and with the same effect, except as provided herein, as if this Indenture had not been made, and to sell free from the lien hereof in the usual course of trade with their respective customers such merchandise as is commonly dealt in by corporations engaged in a similar business; (2) the Company and its Subsidiary Companies may at any time, without the consent of the Trustee, sell or otherwise dispose of parts of their respective properties which are neither necessary to nor useful for the operation of their respective plants or which have become worn or damaged or otherwise unsuitable for their purposes provided that they shall substitute therefor within six months from the date of sale or other disposition, subject to the lien of these presents, free from prior liens or charges other than the underlying Mortgages, property and/or cash of equal value so that the security of said bonds shall not thereby be in any wise reduced or impaired; provided, however, that the Company and its Subsidiary Companies shall not, so long as any Bonds of Series "A" are outstanding in any given six months, without the consent of the Trustee, sell or dispose of such property under this clause (2) exceeding in value one hundred thousand dollars (\$100,000). Any cash so paid to the Trustee shall be held and disposed of by it in accordance with the provisions of Article X.

SECTION 2. The Company or any Subsidiary Company may at any time sell or otherwise dispose of any other of its property at any time covered directly or indirectly hereby other than property held by the Trustee under Sections 5 and 6 of Article VII (but no shares of stocks, bonds or other securities issued by any Subsidiary Company shall be so sold or disposed of unless all of the shares of stock and securities issued by such corporation owned by the Company or any Subsidiary Company be sold or disposed of at the same time), and the Trustee shall release the same from the lien hereof, and in the case of property of a Subsidiary Company, shall consent to the sale or disposal of such property by such Subsidiary company and shall do all acts and things necessary on its part to evidence or make effective such release or consent, but so long as any Bonds of