

COMPARED

SECTION 2. The Company while in possession and control of the mortgaged property or premises, shall have the right to sell or otherwise dispose of or deal with, in all respects as if not subject to the lien of this Indenture and without any release from the Trustees, such equipment, machinery, tools and other like property as the Company may from time to time have acquired for use in the ordinary conduct of its business, and which may have, in the opinion of the Company, become obsolete, worn out or useless or undesirable in the conduct of the Company's business, replacing the same with new equipment, machinery, tools and other like property of equal value which shall become subject to the lien of this Indenture as a first lien thereon. If in any given period of six months the proceeds of any such property so sold or disposed of shall exceed Two Hundred and Fifty Thousand Dollars (\$250,000) all proceeds in excess of such amount received from the sale or disposition of property of such character during such period of six months shall be deposited with the Corporate Trustees and shall be released by the Corporate Trustees in whole or in part to the Company upon receipt by the Corporate Trustees of the certificate in duplicate of the Company signed by its President or a Vice President and its Treasurer or an Assistant Treasurer stating that the Company has acquired in lieu of the property so sold or disposed of for such excess proceeds or a part thereof like property of equal value subject to the lien of this Indenture as a first lien thereon, or, at the option of the Company, shall be released by the Corporate Trustees in whole or in part for the purposes and upon the certificate required by Section 6 of this Article in respect of the proceeds of the property released under the provisions of Section 1 of this Article.

SECTION 3. The Trustees, upon the written request of the Company, evidenced by a resolution or resolutions of its Board of Directors, copies of which in duplicate certified by its Secretary or Assistant Secretary under its corporate seal shall be lodged with the Corporate Trustees, shall at any time or from time to time, but subject to the conditions and limitations in this Article contained, release from the lien and operation of this Indenture the pledged bonds or obligations of any subsidiary company or companies, provided that the Company (1) shall have delivered to the Corporate Trustees, to be held as part of the pledged securities under this Indenture, other bonds or obligations of the same or other subsidiary company or companies of equal or greater principal amount and secured by the lien of a first mortgage upon property of the character in respect of which bonds may be authenticated and delivered under Section 4 of Article II hereof and having an appraised value at least equal to the appraised value of the property subject to the lien of the mortgage or instrument securing said bonds or obligations released, or (2) shall deposit with the Corporate Trustees a sum of money equal to the principal amount of the bonds or obligations to be released, simultaneously with the release thereof, or (3) shall have subjected to the lien of this Indenture as a first lien thereon property of the character with respect to which bonds may be authenticated and delivered under Section 4 of Article II hereof, and of an appraised value at least equal to the aggregate principal amount of the bonds or obligations released.

In case of an exchange of bonds or obligations under this Section, there shall also be delivered to the Corporate Trustees the following:

- (a) Certificate signed in duplicate by an appraiser or appraisers (who may be an engineer or other expert in the employ of the Company), selected by the Company and satisfactory to the Corporate Trustees, appraising or valuing, as of a date within six months prior to the date of the delivery to the Corporate