

LAWL, BOWEN & COMPANY, CHICAGO, ILL. 60601

ations therein contained, upon receipt of the appropriate documents specified in Section 2 hereof; or
 B. To the Bankers to be used in the manner described in Clause B of Section 1 of this Article; or

C. To the Bankers to be used in the manner described in Clause C of Section 1 of this Article. In such case, the Bankers shall forthwith draw by lot in any usual manner in their discretion, a principal amount of Bonds sufficient to exhaust at the Sinking Fund redemption price which will be prevailing at the date of redemption, the funds paid to them for such purpose as near as may be and the Bankers having designated the Bonds so to be redeemed shall forthwith give notice to the Company to that effect, specifying the numbers thereof and the Company shall give notice of intention to redeem such Bonds on a date not later than thirty-five days thereafter in the manner and for the period specified in Section 4 of Article V at the prevailing redemption price specified in Section 5 of Article V, and in case the Company shall fail to give notice of call for redemption, as therein provided, the Bankers may forthwith, at the expense of the Company, give notice with the same effect as though such notice had been given by the Company as therein requested.

Such notice having been given as hereinbefore provided, the Bonds so called for for redemption shall become due and payable on such date in the manner and with the effect set forth in Section 6 of Article V, and the holder of each and every Bond of the 1927 Series issued under this Indenture hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Section 7 set forth, provided, however, that Bonds are not subject to redemption under this Section and under Section 4 of this Article to a greater aggregate principal amount in any one year than taken at the then prevailing Sinking Fund redemption price or prices shall equal than (a) 1 1/2% of the principal amount of Bonds outstanding hereunder on the preceding December 1st, or (b) such principal amount of Bonds as taken at the then prevailing Sinking Fund redemption price shall equal \$375,000, whichever shall be greater.

SECTION 8.--The Company agrees that within one year after the pledge of securities with the Central Company pursuant to Clause D of Section 1 of this Article or the pledge of personal property pursuant to Clause E of said Section or the deposit of cash pursuant to Clause F of said Section, it will request the Central Company to apply the cash proceeds of such securities or personal property or such cash, if the same shall still be held by the Central Company at such time, and to sell such securities or personal property, if the same are still held by the Central Company at such time and to apply the cash proceeds thereof in one of the three methods specified in Section 7 of the Article.

SECTION 9.--In the event that in any year the Company shall fail to comply with the covenants contained in this Article the said failure shall not constitute an event of default under this Indenture but until such failure shall have been made good in succeeding years, the Company agrees:

A. That it will pay no cash dividends upon its Common Stock from and after any such failure until the same shall have been made good; and

B. That after any such failure shall have continued for two years, it will not pay cash dividends upon its Preferred Stock until such failure shall have been made good.

SECTION 10.--The Central Company's sole duty in respect to any document deposited with it under any provision of this Article, is merely to hold the same on file open to the inspection of holders of at least one per cent. in principal amount of Bonds of the 1927 Series during reasonable business hours.

ARTICLE VII.

POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY.

SECTION 1.--Unless some default described in clauses (a), (b), or (c) of Section 1 of Article IX hereof, or one of the Events of Default as defined in said Section 1 of Article IX shall have occurred and in either case be then continuing: (1) the Company shall be suffered and permitted to possess, manage, develop, operate and enjoy the property covered by this Indenture (other than property held by the Central Company under Sections 5 and 6 of Article VI, 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 its customers such merchandise as is commonly dealt in by corporations engaged in a similar business; and (2) the Company may at any time, without the consent of the Trustees, sell or otherwise dispose of parts of the properties covered by this Indenture which are neither necessary to nor useful for the operation of its plants or which have become worn or damaged or otherwise unsuitable for its purposes; provided that it shall in lieu thereof within six months from the date of sale or other disposition, subject to the lien of these presents, free from prior liens or charges, property and/or deposit with the Central Company cash of equal value to the security of the Bonds shall not thereby be in any wise reduced or impaired; provided, however, that the Company shall not, so long as any Bonds of the 1927 Series are outstanding, in any given six months, without the consent of the Trustees, sell or dispose of real property under this clause (2), aggregating more than \$50,000 in value. Any cash so paid to the Central Company shall be held and disposed of by it in accordance with the provisions of Article VIII.

SECTION 2.--The Company may at any time sell or otherwise dispose of any other of its property at any time covered hereby other than property held by the Central Company under Sections 5 and 6 of Article VI, and the Trustees shall release the same from the lien hereof, and shall do all acts and things necessary on their part to evidence or make effective such release or consent, but so long as any Bonds of the 1927 Series are outstanding, only upon receipt by the Trustees of:

I. A copy of a resolution certified to have been adopted by the Board of Directors of the Company, requesting such release or consent and describing the property in such detail as the Central Company may require;

II. A certificate signed by the President or a Vice-President of the Company, stating in substance as follows:

(a) that the retention of such property (describing the same as in the accompanying resolution) is no longer desirable in the conduct of the business of the Company, and that the security hereby afforded will not be impaired by such release or consent;

(b) that the Company has sold or exchanged, or has contracted or is negotiating to sell or exchange, the property in question for a consideration representing, in the opinion of the signer, its full value (which value shall be stated), which consideration shall be described in such detail as the Central Company may require, and may be any of the following:

(1) cash; and/or

(2) obligations secured by purchase money mortgage upon the property to be sold or exchanged; and/or

(3) In the case of the disposition of any fixed property, or in the case of the disposition of any obligations previously acquired of the nature described in the preceding Clause (2), other fixed property of the nature described in Subdivision II of Section 2 of Article II, free and clear of all liens and encumbrances except current taxes and except Farm Mortgages affecting rights of way and except such liens prior hereto as shall have existed on the property being disposed of; and/or

(4) In the case of the disposition of any tangible personal property (other than that of a nature which may be sold pursuant to clause (1) of Section 1 of this Article), the consideration described in the preceding clause (3) and/or other such tangible personal property, free and clear of all liens and encumbrances except current taxes and except such liens prior hereto as shall have existed on the property being disposed of.