

the amount at which such personal property shall have originally been taken by the Trustee, and the cash received by the Trustee shall be held as part of the mortgaged property hereunder until disposed of in the manner provided in Section 7 hereof; provided, however, that the cash payment to be made by the Company to the Trustee shall not exceed the amount of Depletion and Depreciation Fund which has been satisfied by the original placing of such property in the control of the Trustee; or

(b) Upon receiving the documents and/or securities specified in Section 2 hereof evidencing expenditures of the nature described in Clause A of Section 1 hereof (and now included in any statement theretofore filed with the Trustee pursuant to Paragraph A. of Section 2 hereof) and subject to the limitations therein contained, equal to the amounts of the Depletion and Depreciation Fund which has been satisfied by the original placing of such property in the control of the Trustee.

SECTION 7. Upon the written request of the Company the Trustee will pay over any cash received by it pursuant to Clause A of Section 1 and Sections 5 and 6 hereof, either:

A. To the Company to reimburse it for expenditures of the nature described in Clause A of Section 1 hereof (and not included in any statement theretofore filed with the Trustee pursuant to Paragraph A. of Section 2 hereof) and subject to the limitations therein contained, upon receipt of the appropriate documents and/or securities 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 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 redemption price specified in Section 7 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 required.

Such notice having been given as hereinbefore provided, the Bonds so called for redemption shall become due and payable on such date in the manner and with the effect set forth in Section 9 of Article V, and the holder of each and every Bond of Series "A" 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 Three Million Dollars (\$3,000,000).

SECTION 8. The Company agrees that within one year after the pledge of securities with the Trustee 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 Trustee to apply the cash proceeds of