

such securities or personal property or such cash proceeds of such securities or personal property or such cash, if the same shall still be held by the Trustee at such time, and to sell such personal property if the same is still held by the Trustee at such time and to apply the cash proceeds thereof, in one of the three methods specified in Section 7 hereof.

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 any cash dividends upon its Eight per Cent. Cumulative Preferred Stock until such failure shall have been made good.

SECTION 10. The Company agrees that it will not sell to the Bankers for the Depletion and Depreciation Fund any of the Bonds of Series "A" secured hereby and held in its Treasury or the Treasury of any of the Subsidiary Companies, except such bonds as may have been previously marketed and bought in by it or them.

In the drawing of bonds by lot to be redeemed by the Bankers for the account of the Depletion and Depreciation Fund the Bankers shall exclude from the bonds subject to drawing, any of the Bonds of Series "A" secured hereby and so held (without previous marketing) in the Company's Treasury or in the Treasury of the Subsidiary Companies. Prior to such drawing by lot the Company shall forthwith, upon request of the Bankers, deliver to the Bankers a statement showing the numbers of the Bonds of Series "A" secured hereby and so held (without previous marketing) in the Company's Treasury or in the Treasury of any of the Subsidiary Companies.

SECTION 11. The Trustee'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 Series "A" during reasonable business hours.

ARTICLE VIII.

CONCERNING PLEDGED SECURITIES.

SECTION 1. Until the final payment and satisfaction of all the First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds, and the First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds issued respectively under the Underlying Mortgages, and until the satisfaction or release of such Underlying Mortgages, all the securities pledged under such respective Underlying Mortgages and subject to the lien of this Indenture, shall remain subject to the prior and superior lien of said Underlying Mortgages respectively.

SECTION 2. The Company agrees to deliver or cause to be delivered to the Trustee all bonds, notes or other obligations (herein referred to as securities) and certificates for shares of stock of corporations pledged or agreed to be pledged hereunder either hereby or by any other instrument or instruments immediately upon the receipt thereof by it or any Subsidiary Company, except such securities and certificates for shares of stock as are required to be or are already pledged and deposited with either of the trustees of the Underlying Mortgages, which securities and certificates for shares of stock shall, however, as soon as they may be released from the lien of such Underlying Mortgage or Mortgages, be delivered to the Trustee as above required; provided that a