

COMPARED

B. Such instruments of conveyance, assignment and transfer as may be necessary in the opinion of counsel (who may be counsel to the Company) selected by the Board of Directors of the Company and approved by the Trustee to vest in the Trustee, to hold as part of the mortgaged property under the Original Indenture, all right, title and interest in and to the personal property described in the certificate referred to in A, together with the opinion of such counsel that the title to such personal property is vested in the Trustee free and clear of all liens prior to the lien of the Original Indenture and that all acts and things have been done and performed necessary to place the Trustee in such control of such property so far as possible so as not to interfere with the conduct of the Company's business.

The Company agrees from time to time similarly to place the Trustee in such physical control of additional personal property, if necessary to maintain continuously the market value of the property originally so controlled at the amount at which it shall have been originally taken by the Trustee and agrees at any time, upon demand by the Trustee, to furnish to the Trustee a certificate similar to that provided for in paragraph A as to the value of such property at the time of such demand by the Trustee.

If at any time the value of the property so controlled shall have increased above the amount at which it shall have been originally taken by the Trustee, the Company will be permitted to withdraw sufficient of such property so that the value of the remaining property shall be at least equal to the amount at which such property had originally been taken by the Trustee provided that the Company shall as a condition of such withdrawal, deliver to the Trustee a certificate of the nature specified in paragraph A as to the value of the personal property which shall remain in the control of the Trustee as of the date of such demand for withdrawal of the remainder.

The Trustee agrees from time to time, at the request of the Company, to redeliver to the Company any such property

(a) Upon receiving payment in cash from the Company of an amount equal to 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 under the Original Indenture until disposed of in the manner provided in Section 7 hereof or of Article VII of the Original Indenture: provided however, that the cash payment to be made by the Company to the Trustee shall not exceed the amount of the 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 not included in any statement theretofore filed with the Trustee pursuant to Section 2 hereof or of Article VII of the Original Indenture) and subject to the limitations therein contained, equal to the amount 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 F 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 Section 2 hereof or of Article VII of the Original Indenture) 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 Company to reimburse it for the purchase of Bonds at not exceeding their