

then prevailing redemption price upon receipt by the Trustee of a certificate of the Company showing such expenditure; or

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C. To the Company to reimburse it for expenditure in the redemption of Bonds at their then prevailing redemption price upon receipt by the Trustee of a certificate of the Company showing such expenditure.

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 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 securities and 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. So long as any Bonds of Series B shall be out-standing wherever in the Original Indenture or in this Supplemental Indenture or any other supplemental indenture Article VII of the Original Indenture is referred to such reference shall be deemed to include a reference to this Article; wherever the Depletion and Depreciation Fund provided for in Article VII of the Original Indenture is referred to such reference shall be deemed to include a reference to the Depletion and Depreciation Fund provided for in this Article; wherever Section 1, 2, 3, 4, 5, 6, 7, or 8 of Article VII of the Original Indenture are referred to such references shall be deemed to include references to Section 1, 2, 3, 4, 5, 6, 7, or 8 of this Article; and wherever any clause of any Section of Article VI of the Original Indenture is referred to such reference shall be deemed to include a reference to the clause bearing the same letter in the Section bearing the same number in this Article.

SECTION 10. So long as any Bonds of Series "A" shall be outstanding performance by the Company and/or the Subsidiary Companies of the obligation contained in Article VII of the Original Indenture shall be deemed performance of the obligation contained ~~in~~ ⁱⁿ this Article VII to the extent of such performance.

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 at its principal office in the City of New York, N. Y. open to the inspection of holders of at least one per cent. (1%) in the principal amount of Bonds of Series B during reasonable business hours.

SECTION 12. In the event that in any year the Company shall fail to comply with the covenants contained in this Article VI, the said failure shall not constitute an event of default under the Original Indenture or this Supplemental Indenture, but until such failure shall have been made good in succeeding year, 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 13. The Company agrees that it will not purchase any Bonds for the Depletion and Depreciation Fund held in its Treasury or in 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 for the account of the Depletion and Depreciation Fund, there shall be excluded from the Bonds subject to drawing any Bonds so held (without previous marketing) in the Company's Treasury or in the Treasury of the Subsidiary Companies.