

November 30th of such year, deliver to the Trustee the various statements, instruments, securities, opinions and certificates specified in Section 2 of Article VII of the Original Indenture.

SECTION 3. If in any year commencing December 1st, 1921, or commencing each December 1st thereafter, any part of the Depletion and Depreciation Fund shall have been expended in the manner set forth in Clause B of Section 1 of this Article, the Company shall on or before November 30th of such year, deliver to the Trustee a certificate of the Company as to the amount expended by it for the purchase of Bonds for the account of the Depletion and Depreciation Fund, pursuant to Clause B of said Section, exclusive of any Bonds purchased pursuant to Section 7 of this Article or of Article BII of the Original Indenture.

SECTION 4. If in any year commencing December 1st, 1921, or commencing each December 1st thereafter, any part of the Depletion and Depreciation Fund is to be or shall have been expended in the manner provided in Clause C of Section 1 of this Article, the Company will either deliver to the Trustee a certificate of the Company as to the amount expended by it for the redemption of Bonds for the account of the Depletion and Depreciation Fund or will call for redemption for the account of the Depletion and Depreciation Fund on the November 30th ending such year the Bonds so to be redeemed.

In the event that in any such year any of the Bonds to be redeemed for the account of the Depletion and Depreciation Fund shall consist of Bonds of Series D, the Company shall give written notice to the Trustee on or before October 25th of such year as to the amount of cash the Company will pay to the Trustee for the account of such Depletion and Depreciation Fund, to be utilized for the purpose of redeeming the Bonds of Series D on the next succeeding November 30th; and the Trustee shall thereupon draw by lot, in any usual manner in its discretion, a principal amount of the Bonds of Series D sufficient to exhaust, at the Sinking Fund Price prevailing on the November 30th following, the funds to be paid to it for such purpose, and the Trustee, 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 the intention to redeem such Bonds on the next succeeding November 30th in the manner and for the period specified in Section 4 of Article V hereof for the redemption of Bonds of Series D at the Sinking Fund Price specified in Section 6 of Article V hereof, and in case the Company shall fail to give notice of call for redemption as therein provided, the Trustee 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, and the Company shall, on or before such next succeeding November 30th, pay to the Trustee the amount of cash specified in the notice which the Company shall have given to the Trustee.

Proof, in form satisfactory to the Trustee, of the publication and mailing of such notice as hereinabove provided, shall be furnished to the Trustee by the Company on or before such next succeeding November 30th.

Such notice having been given and such payment having been made as hereinbefore provided, the Bonds so called for redemption shall become due and payable on such November 30th, in the manner and with the effect set forth in Section 7 of Article V hereof, and the holder of each and every Bond of Series D hereby agrees to accept payment thereof prior to maturity, on the terms and conditions in this Section 4 set forth, provided, however, that Bonds are not subject to redemption under this Section to a greater aggregate principal amount, in any one year, than, taken at their then prevailing Sinking Fund Price, shall equal \$3,000,000.

In the event that in any such year any of the Bonds to be redeemed for the account of the Depletion and Depreciation Fund shall consist of Bonds other than Bonds of Series D, such Bonds shall be redeemed in the manner and upon the terms and conditions provided for the