

redemption of the Bonds of the Series in question for the account of the Depletion and Depreciation Fund.

The Company agrees, on or before December 1st of each year, to deliver to the Trustee a certificate, stating the amount expended by it on or before the November 30th next preceding for such redemption of Bonds, excluding therefrom any Bonds which may be called for redemption pursuant to the provisions of Section 7 of this Article or Section 7 of Article VII of the Original Indenture.

SECTION 5. 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 set forth in Clause D of Section 1 of this Article, the securities specified in such clause shall be deposited with the Trustee on or before November 30th of such year and the Trustee shall hold the same as part of the mortgaged property under the Original Indenture. At the request of the Company the Trustee will from time to time sell any such securities at the highest prices which it can obtain therefor or shall deliver the same to the Company at the Company's option upon payment in cash by the Company for such securities at their current market value, and the cash received by the Trustee shall be held as part of such mortgaged property until disposed of in the manner provided in Section 7 hereof of Article VII of the Original Indenture.

SECTION 6. 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 set forth in Clause E of Section 1 of this Article, the personal property referred to in such Clause shall be effectively pledged with the Trustee, if not theretofore so pledged, and placed in the control (physical control, in the case of tangible property) of the Trustee (but in such manner as not to interfere with the conduct of the Company's business) on or before November 30th of such year and there shall be deposited with the Trustee:

A. A certificate signed by an expert deemed by the Trustee to be qualified to act-- who may be an expert in the employ of the Company-- describing such personal property with reasonable detail and stating that personally or through one or more competent assistants he has examined the same and stating his opinion as to the market value of such property at the date of the placing thereof in such control of the Trustee.

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 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