

Indentures: wherever Sections 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 Sections 1, 2, 3, 4, 5, 6, 7, or 8 of this Article and of Article VII of such supplemental indentures; and wherever any clause of any Section of Article VII 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 and in Article VII of such supplemental indentures.

SECTION 10. 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 this Article V 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 principal amount of Bonds of Series D 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 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 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. Prior to such drawing by lot the Company shall forthwith, upon request of the Trustee, deliver to the Trustee a statement showing the numbers of the Bonds secured hereby and so held (without previous marketing) in the Company's Treasury or in the Treasury of any of the Subsidiary Companies.

#### ARTICLE VII

##### CONCERNING PLEDGED SECURITIES.

SECTION 1. The Trustee shall be entitled to assume that any interest received by it on any security, claim or indebtedness, or any dividend received on any share of stock, is paid out of earnings which the Company or the proper Subsidiary Company is entitled to receive, unless it is notified in writing to the contrary by holders of ten per cent. of the Bonds of Series "A" or of ten per cent. of the Bonds of Series B or of ten per cent. of the Bonds of Series C or of ten per cent. of the Bonds of Series D and in the absence of any such written notification it shall be conclusively presumed, as between the Trustee and the bondholders, that the Trustee in making any payments thereof to the Company acted in good faith.

#### ARTICLE VIII

##### POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY.

SECTION 1. Such of the provisions, restrictions and limitations contained in Section 1 and 2 of Article IX of the Original Indenture as are expressly stated to be effective so long as any of the Bonds of Series "A" are outstanding shall also be effective as long as any Bonds of Series D. are outstanding,