

guaranteed or contingently agreed to purchase" shall mean the sum of the net income and depreciation expense of said corporation and all interest paid or accrued on said indebtedness, determined in accordance with sound accounting practice, computed cumulatively from the date on which said corporation places its plant for the manufacture of chemicals through the utilization of natural gas in commercial operation, to the close of the immediately preceding quarterly reporting period.

§5.27. So long as any of the Bonds of the 1975 Series are outstanding, the Company will not, directly or indirectly, purchase or redeem or pay in cash, otherwise discharge or acquire prior to maturity any of the Interim Notes, and will make payment of the principal amount of the Interim Notes at the maturity date thereof by the exercise of its election under the Note Indenture to pay the Interim Notes at maturity in shares of the Company's Cumulative Preferred Stock, \$3.30 Series, provided, however, that it may purchase, redeem, pay, otherwise discharge or acquire any of the Interim Notes at or prior to the maturity date thereof from the proceeds from the substantially concurrent sale of the Company's common stock or of the Company's preferred stock bearing a dividend rate not in excess of 5½%.

§5.28. So long as any of the Bonds of the 1975 Series are outstanding, the Company will not, directly or indirectly, purchase or redeem or pay in cash, or otherwise discharge or acquire for a consideration any of the 3.75% Unsecured Notes otherwise than (a) with funds which would otherwise be available for the payment of dividends on the common stock of the Company in conformity with the provisions of §5.19, (b) by the delivery of shares of common stock of the Company to the holders of the 3.75% Unsecured Notes in accordance with the right of the Company expressed in said Notes, (c) from the proceeds of the substantially concurrent sale of shares of common stock or preferred stock of the Company or (d) from the proceeds of the sale of securities of the Company representing indebtedness subordinate to the Bonds as to payment of principal and interest, but only if the issuance thereof would not result in the Company being in default under §5.26 hereof. The term "indebtedness subordinate to the Bonds", as