

Fund unless and until there shall have been delivered to the Corporate Trustee a certificate of the Company complying with the requirements of the second paragraph of this Section (accompanied by the other documents required under the provisions of such second paragraph, in so far as applicable) and stating that not less than \$5,500,000 of expenditures have been made by the Company on account of the cost of the acquisition or construction and completion of facilities added to and made a part of the San Juan Project by the redefinition of said Project included in the Eighth Supplemental Indenture hereto (not including, however, any expenditures for the drilling, testing, completion or equipping of gas or gas and oil wells, other than administrative or overhead charges which may be applicable thereto, or any expenditures for the acquisition by the Company of any gas or gas and oil leases or any rights or interests in or under gas or gas and oil leases), and stating also that no part of any such expenditures has been paid out of the Current Construction Fund for the San Juan Project. In the event that the aggregate amount of expenditures covered by said certificate of the Company shall exceed the sum of \$5,500,000, the Company shall be entitled to withdraw or have paid out of the San Juan Construction Fund a sum equal to such excess.

The Company covenants and agrees that, whenever any moneys shall be withdrawn from the San Juan Construction Fund pursuant to this Section on the basis of indebtedness incurred, such moneys will be applied by it to the payment of such indebtedness promptly when due and payable and in any event within 90 days after receipt of such moneys by the Company from the Corporate Trustee.

SECTION 6B.04. The Company covenants and agrees that, simultaneously with or promptly, after the execution and delivery of the Eighth Supplemental Indenture hereto, it will deliver or cause to be delivered to the Corporate Trustee

(1) a certificate of the Company stating in substance that the Company has completed the acquisition of the gas or gas and oil leases or gas rights or interests in and under gas and oil leases (hereinafter in this Section generally referred to as "gas leasehold estates") described in Part III of Article Four of the Seventh Supplemental Indenture hereto and in Part I of