

tion 4.01 except to the extent that the aggregate amount of expenditures covered by said certificate shall exceed the sum of \$7,295,250. Said certificate shall in all other respects be deemed a certificate of the Company filed pursuant to the second paragraph of this Section 6E.03.

The Company covenants and agrees that, whenever any moneys shall be withdrawn from the Third Permian-San Juan Construction Fund pursuant to this Section on the basis of indebtedness incurred, such moneys will be applied by it to the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 6E.04. The Company covenants and agrees that, as promptly as practicable after the execution and delivery of the Twenty-fourth Supplemental Indenture and in any event not later than the delivery to the Corporate Trustee of the documents provided for in the first paragraph of Section 6E.05 hereof, 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 gas leasehold estates constituting a part of the Third Permian-San Juan Project as defined in Section 1.12E hereof and as described generally in Part I of Article Three of the Twenty-sixth Supplemental Indenture hereto, including without limitation (i) gas leasehold estates covering acreage located in gas fields in the Permian Basin in southeastern New Mexico or west Texas or in the Panoma area in the Texas Panhandle or in the San Juan Basin in San Juan County and/or Rio Arriba County, New Mexico or La Plata County, Colorado, acquired by the Company pursuant to the leases, assignments and agreements referred to in subdivision (39) of Part I of Article Three of the Twenty-sixth Supplemental Indenture hereto, and (ii) those acquired or received by the Company in exchange or substitution for or in lieu of gas leasehold estates initially so acquired by the Company pursuant to or as a result of the participation of the Company in any joint venture or unitization or communitization agreement as permitted by subdivision (7) of Section 8.01, but exclusive of gas leasehold estates initially so acquired by the Company which have been assigned or transferred in consideration of the drilling of a well or wells or