

Interim Certificates are purchased by the Purchase Fund Agent, it shall be the duty of the Purchase Fund Agent to deliver such Interim Certificates so purchased to the Trustee, to be held by the Trustee until such time as permanent or temporary bonds are ready for exchange for Interim Certificates, at which time the Company covenants and agrees that it will cause either permanent or temporary bonds of Series B to be authenticated by the Trustee, equal in principal amount to the amount of such Interim Certificates so purchased by the Purchase Fund Agent and delivered to the Trustee, and such bonds of Series B so authenticated shall forthwith be cancelled by the Trustee and no Bonds of Series B shall be issued in place thereof, and such Bonds shall thereupon be deemed to have been retired through the Purchase Fund.

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The Company covenants and agrees to pay to the Bankers as Purchase Fund Agent, upon <sup>written</sup> demand and simultaneously with the surrender to the Trustee of the Bonds or Interim Certificates so purchased, ~~the amount expended from time to time by the Bankers in the~~ purchased, the amount expended from time to time by the Bankers in the purchase of Such Bonds or Interim Certificates pursuant to the provisions of this Section.

The Company will be credited on its Sinking Fund obligation hereinafore in Section 2 of this Article set forth with any Bonds retired through the Purchase Fund, except to the extent that upon call for tenders for the Sinking Fund Bonds are offered at or below par and accrued interest to the next succeeding Sinking Fund Payment Date.

To the extent that the Company shall take credit on its Sinking Fund obligation hereinafore in Section 2 of this Article set forth for any Bonds retired through the Purchase Fund during the current quarter yearly period, to such extent the Company will be debited on its Purchase Fund obligation contained in this Section for such quarter yearly period, so that the obligation of the Company pursuant to this Section shall be increased to such extent for such quarter yearly period.

No portion of the Purchase Fund which is not utilized in any quarter will be available to be utilized in any subsequent quarter.

SECTION 10. The Company further agrees if it shall issue Bonds of any other series under the Original Indenture, that, as long as any Series B Bonds are outstanding;

(a) In addition to Bonds which may be retired with the Depletion and Depreciation Fund provided in Article VII of the Original Indenture and in addition to Bonds purchased or redeemed with moneys withdrawn from or applied by the Trustee pursuant to Article X of the Original Indenture or purchased or redeemed pursuant to Section 3 of Article IX of the Original Indenture but not in addition to the Bonds of Series B retired pursuant to the provision hereinbefore contained in Article V hereof and to the Bonds of Series "A" retired pursuant to the provisions of Article V of the Original Indenture, the Company will retire and cancel annually at least one-twenty-fifth of the greatest principal amount of Bonds which shall ever at any one time have been outstanding under the Original Indenture;

or

(b) The Company and or the Subsidiary Companies will acquire additional property, make extensions, additions or improvements or acquire securities, of the nature which might be the basis for the issuance of Residue Bonds pursuant to Sections 5 and 6 of Article II of the Original Indenture at a total cost in each year at least equal to two-twenty-fifths of the greatest principal amount of Bonds which shall ever at any one time have been outstanding under the Original Indenture; provided, however, that in case any Subsidiary Company in which the Company has less than a 95% interest, shall acquire any additional property or make any permanent improvements, extensions or additions to its property, the Company shall be credited with only such percentage of the cost as is