

provided for in subdivision (1) of this Section, and that such real estate and rights of way are subject to the lien of this Indenture free and clear of all liens and encumbrances other than permitted encumbrances, or will be so subject to the lien of this Indenture upon the execution and delivery of specified instruments of conveyance, assignment and transfer; and

(4) such instruments of conveyance, assignment or transfer, if any, as may be specified in the above required opinion of counsel.

The Company covenants and agrees that, whenever any moneys shall be withdrawn from the Loop Line Construction Fund pursuant to this Section on the basis of indebtedness incurred, such moneys will be applied by it to the payment of such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.

Forthwith upon the execution and delivery of the Seventh Supplemental Indenture, the Corporate Trustee shall, without the necessity of any application or other action on the part of the Company, transfer the sum of \$1,500,000 from the Loop Line Construction Fund to the San Juan Construction Fund and said sum shall thereafter be held and applied by the Corporate Trustee as a part of said San Juan Construction Fund pursuant to the provisions of Article Six B hereof.

Notwithstanding the foregoing provisions of this Section, from and after the date of the execution and delivery of the Eighth Supplemental Indenture hereto, the Company shall not be entitled to withdraw or to have paid any moneys from the Loop Line Construction Fund under this Section or under Section 6A.03 unless and until there shall have been furnished to the Corporate Trustee a certificate of the Company complying with the requirements of the fifth paragraph of this Section (accompanied by the other documents required under the provisions of that paragraph, insofar as applicable) and stating that not less than \$9,500,000 of expenditures have been made by the Company (whether before or after the execution and delivery of the Eighth Supplemental Indenture) on account of the cost of acquisition or construction and completion of facilities added to and made a part of the Loop Line Project by the redefinition thereof included in the