

If the opinion of counsel provided for in the foregoing subdivision (3) of this Section shall include the statements provided for in the next to last paragraph of Section 6D.05 with reference to any of the lands on which are located any of the facilities referred to in said paragraph, such statements shall be sufficient compliance, as to such lands, with the requirement of a statement as to good title contained in clause (iii) of said subdivision (3).

Notwithstanding the foregoing provisions of this Section 6D.03, the Company shall not be entitled to withdraw or have paid any moneys out of the Second Permian-San Juan Construction 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, insofar as applicable) and stating that not less than \$8,000,000 of expenditures have been made by the Company on account of the cost of the acquisition or construction and completion of facilities constituting a part of the Second Permian-San Juan Project (not including, however, any expenditures for the acquisition by the Company of any gas leasehold estates). The Company shall not be entitled to withdraw or have paid out of the Second Permian-San Juan Construction Fund any moneys on the basis of expenditures covered by such certificate except to the extent that the aggregate amount of such expenditures shall exceed the sum of \$8,000,000.

The Company covenants and agrees that, whenever any moneys shall be withdrawn from the Second Permian-San Juan Construction Fund pursuant to this Section on the basis of indebtedness incurred, such moneys will be applied by it to the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 6D.04. The Company covenants and agrees that, simultaneously with or promptly after the execution and delivery of the Seventeenth Supplemental Indenture hereto, it will deliver or cause to be delivered to the Corporate Trustee