

into the occurrence of the event on which any such sale is hereby authorized.

§ 6.10. § 6.01 to § 6.05, inclusive, shall not be construed as being in limitation of one another, but as separate and independent methods of releasing or disposing of property subject to the lien of this Indenture.

§ 6.11. Notwithstanding the provisions of the last paragraph of subdivision (B) of § 6.01, or of § 6.02 or § 6.05, whenever provision is made for the deposit of cash or other consideration with the Trustee, such cash or other consideration need not be deposited to the extent that the Company, pursuant to § 7.02, would at the time be entitled to the release of such cash or other consideration, if deposited, and has complied or then complies with the requirements of said § 7.02 with respect to such release. Any net amount of additional property including any net amount of additional property made the basis for the establishment of an Additions Credit to the extent that the same remains unused and unfunded, amount of additional property or principal amount of Bonds evidenced pursuant to § 7.02 in such connection shall, to the extent the same would have been necessary to entitle the Company to the release of such cash or other consideration, be deemed to have been actually so used under said § 7.02.

#### ARTICLE 7.

##### APPLICATION OF MONEY RECEIVED BY THE TRUSTEE.

§ 7.01. The Trustee shall upon written request of the Company consent to the withdrawal of any money received or held by a trustee or other holder under any prior lien upon receipt by the Trustee of (1) a certificate of the trustee under such prior lien that all the conditions for the withdrawal of such money under such prior lien have been complied with, (2) a certificate of the Company stating that such money was not received by the trustee of such prior lien in connection with the release of, or in substitution for, property theretofore funded hereunder or that such money is being withdrawn upon the

same basis on which money could be withdrawn under this Article 7, and that all conditions precedent provided for in this Indenture relating to the withdrawal of such money have been complied with, and (3) an opinion of counsel stating that all conditions precedent provided for in this Indenture relating to the withdrawal of such money have been complied with. Such certificates and opinion shall be full authority for the Trustee hereunder for consenting to such withdrawal.

§ 7.02. Any money received by the Trustee pursuant to § 5.06, § 5.12 or Article 6 (except as otherwise expressly provided therein and in § 7.03), including payments on account of the principal of any purchase money obligations so received, and all other money elsewhere herein provided to be held and applied as in this § 7.02 provided and all money, constituting a part of the trust estate, if any, received by the Trustee whose disposition is not elsewhere herein specifically otherwise provided for (herein sometimes called "trust money") shall be held by the Trustee and such money may be withdrawn, used or applied as provided in Subdivisions (I) to (IV), both inclusive, set forth below, provided that no default shall exist.

Subdivision (I)—Such money may be withdrawn from time to time in an amount or amounts equal to all or any part of the principal amount of Bonds, the retirement or provision for the retirement of which shall have been evidenced to the Trustee in compliance with the provisions of subdivision (B) of § 3.05 to the extent that the same shall not then be funded, upon receipt by the Trustee of (i) a written request of the Company for the withdrawal of trust money on such basis and setting forth (a) the principal amount of Bonds the retirement or provision for the retirement of which shall have been theretofore evidenced to the Trustee pursuant to subdivision (B) of § 3.05, not then funded; (b) the amount thereof to be used as a basis for the withdrawal of such money; (c) the amount thereof available after the withdrawal requested; and (d) that no interest on any of the Bonds outstanding is due and unpaid nor does a default exist, and (ii) a certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

Subdivision (II)—Such money may be withdrawn from time to time in an amount or amounts equal to all or any part of the