(7) The instruments of conveyance, assignment and transfer, if any, and the duly certified documents, if any, specified in the opinion of counsel provided for in subdivision (6) of this Section; *provided* that if any property additions certified pursuant to Clause (B) of subdivision (3) of this Section include any additional tract or parcel of real estate, there shall in any event be delivered to the Trustee, if it shall so request, a supplemental indenture or other instrument of conveyance specifically subjecting said tract or parcel to the lien of this Indenture.

(8) An engineer's certificate, made and dated not more than ten (10) days prior to the date of such application, stating that the signer has no knowledge of and does not believe that there have been, since the date of the engineer's certificate specified in subdivision (3) of this Section, property retirements in an amount exceeding property additions since said date by more than the amount of the unapplied balance of net property additions calculated to be remaining upon the granting of the application.

Section 3.07. The Trustee shall from time to time upon the written request of the Company authenticate and deliver bonds hereunder (other than bonds of the 1977 Series) of an aggregate principal amount equal to the aggregate principal amount of any bonds (except as otherwise provided in this Section) theretofore authenticated and delivered under this Indenture that shall have been paid, retired, redeemed or cancelled or surrendered to the Trustee for cancellation, or for the payment, retirement or redemption of which moneys in the necessary amount shall have been deposited with, or shall then be held by, the Trustee in trust, but only after the Trustee shall have received:

(1) a certified resolution such as is described in subdivision (1) of Section 3.06;

(2) a certificate of the Company stating (a) that the Company is not, and by the granting of the application then being made will not become, to the knowledge of the signers, in default under any of the provisions of this Indenture; and (b) that bonds theretofore authenticated and delivered under this Indenture

of a specified aggregate principal amount (not less than the aggregate principal amount of bonds for which such request for authentication and delivery is made under this Section) have been paid, retired, redeemed or cancelled, or concurrently with the authentication and delivery of the bonds requested will be surrendered to the Trustee for cancellation (otherwise than upon exchanges or transfers of bonds) and/or that moneys in the necessary amount for the payment, retirement or redemption thereof are then held by or will be deposited with the Trustee prior to or concurrently with the authentication and delivery of the bonds so requested (with irrevocable direction and authorization satisfactory to the Trustee so to apply the same, and, as regards bonds to be redeemed, either with proof satisfactory to the Trustee that notice of redemption has been duly given or with irrevocable authorization to the Trustee to give such notice of redemption), and further stating that no part of such aggregate principal amount of bonds has been theretofore made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of cash and that none of such bonds has been retired by the use of Deposited Cash or of the proceeds of any insurance on any funded property or the proceeds of the release or other disposition of any funded property, or through the operation of any sinking, improvement or other fund applicable to such retirement, except, as regards any such fund, to the extent, if any, that the provisions establishing such fund may expressly permit the issuance of bonds under this Section in respect of bonds retired through the operation of such fund; and further stating the interest rate or rates and the maturity date or dates borne by all such bonds so cancelled or so to be surrendered for cancellation or which are to be so paid, retired or redeemed or money for the retirement or redemption of which is to be so deposited;

(3) an opinion of counsel to the effect (a) that the instruments which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the Trustee to