delivery of which are requested in such resolution, has been duly authorized by the Company and by any and all governmental authorities the consent of which is requisite to the legal issue of such bonds, specifying any duly certified documents by which such consent is or may be evidenced, or that no consent of any governmental authorities is requisite, and specifying the certificate or other evidence which will be sufficient to show compliance with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the issue of the bonds applied for, or stating that there are no such legal requirements;

(e) a net earnings certificate showing the net earnings of the Company to be as required by Section 3.05, but only if

(1) the Trustee is requested to authenticate and deliver additional bonds bearing interest at a greater rate per annum than the prior lien bonds on the basis of which such additional bonds are to be authenticated and delivered, or

(2) a net earnings certificate shall have been filed with the Trustee since the date of the deposit, payment, ascertainment of invalidity, redemption, or the making of provision for the payment, retirement or redemption, of the prior lien bonds on the basis of which additional bonds are then applied for under this Section 3.11 which excluded the interest charges on such prior lien bonds;

provided that no such net earnings certificate need be filed when the Trustee is requested to authenticate and deliver additional bonds pursuant to the provisions of this Section on the basis of prior lien bonds which by their terms mature within two years from the date of such request; and

(f) the duly certified documents, if any, specified in the opinion of counsel provided for in subdivision (d) of this Section.

Redeemed prior lien bonds shall be deemed to have been paid and cancelled within the meaning of this Section.

Whenever the mortgage or other instrument securing any prior lien bonds shall have been discharged of record, additional bonds for

an aggregate principal amount equal to the total principal amount of prior lien bonds secured by such prior lien theretofore deducted in connection with applications for the authentication and delivery of bonds, or for the withdrawal of cash, or for the release of property, or taken as a credit under any of the provisions of this Indenture, less the sum of (1) the total principal amount of such prior lien bonds theretofore funded, and (2) the total principal amount of such prior lien bonds which the Company has agreed will not be funded, as provided in Section 4.20, shall thereafter be authenticated by the Trustee and delivered to or upon the written order of the Company, but only upon receipt by the Trustee of:

(aa) certificates of the Company, opinion of counsel, and documents, all in form as prescribed in subdivisions (a), (c), (d), (e) and (f) of this Section;

(bb) a certificate of the Company stating:

(1) the total principal amount of prior lien bonds secured by such prior lien theretofore deducted in connection with applications (specifying the dates thereof) for the authentication and delivery of bonds, or for the withdrawal of cash, or for the release of property, or taken as a credit under any of the provisions of this Indenture; and

(2) the total principal amount of prior lien bonds secured by such prior lien theretofore funded; and

(cc) an opinion of counsel to the effect that such prior lien has been discharged of record.

ARTICLE 4.

Particular Covenants of the Company.

The Company hereby covenants as follows:

SECTION 4.01. That (a) it hereby does and will forever warrant and defend the title to the mortgaged property described in the Granting Clauses hereof against the claims and demands of all persons what-