(c) the opinion of counsel, instruments of conveyance, assignment and transfer, if any, and the duly certified documents, if any, required by subdivisions (6) and (7) of Section 3.06 except that it shall not be necessary for such opinion of counsel to contain such parts of the opinion described in said subdivision (6) as relate to the authorization of the issuance of bonds by governmental authorities and by the Company and as relate to tax laws applicable to the issue of bonds.

In case the withdrawal of trust moneys is, in whole or in part, based upon the right to the authentication and delivery of bonds (as permitted under subdivision (1)(b) and (c) of this Section) the Company, except as otherwise in this Section provided, shall comply with all applicable provisions of this Indenture relating to such authentication and delivery (with such omissions and variations as may be appropriate by reason of the fact that the withdrawal of trust moneys under this Section rather than the authentication and delivery of bonds is being applied for); *provided, however*, that in no such case shall the Company be required to deliver to the Trustee any such resolution or certificate as is described in subdivisions (1) and (5) of Section 3.06, or the resolution described in subdivision (1) of Section 3.07 or in subdivision (a) of Section 3.11 or the net earnings certificate provided for in Section 3.07 or Section 3.11, or such parts of the opinions described in subdivision (6) of Section 3.06 and in subdivision (3) of Section 3.07 or in subdivision (d) of Section 3.11 as relate solely to the authorization of the issue of bonds of the Company by governmental authorities or by the Company and as relate to tax laws applicable to the issue of bonds, or to comply with any earnings requirements.

If the amount of the property additions specified in the engineer's certificate filed pursuant to subdivision (1)(a) of this Section as the basis for the application for the withdrawal of trust moneys shall exceed the amount required for the withdrawal of the trust moneys then being withdrawn, the excess, if any, may thereafter be used to the extent and for the purpose for which the same might have been used

if not included in such certificate filed in connection with the withdrawal of trust moneys from the Trustee.

All trust moneys amounting to $25,000 or over remaining in the hands of the Trustee for a period of three years after the deposit thereof as trust moneys and in respect of which no request pursuant to this Section shall have been filed by the Company within said three-year period, shall be applied forthwith by the Trustee to the purchase of bonds in the manner provided in subdivision (3) of this Section or at the election of the Company to the redemption of bonds in the manner provided in subdivision (4) of this Section, choosing for such redemption, bonds of the series designated by the Company; and the Company in any such case, upon written notice from the Trustee, shall pay to the Trustee additional cash equal to all accrued interest and premium payable upon any such purchase or redemption, as provided in subdivision (4) of this Section with respect to the redemption of bonds and as provided in Section 8.10 with respect to the purchase of bonds. In the case of redemption, the Company shall, upon written notice from the Trustee, give or cause to be given the notice required in respect of the redemption of such bonds, and if the Company shall fail to give such notice or cause such notice to be given, the Trustee shall have full power and authority to give such notice or cause such notice to be given in the name and on behalf of the Company. The Company shall pay to the Trustee all expenses incurred by the Trustee in connection with any purchase or redemption of bonds pursuant to this Section.

Any bonds (together with any coupons appurtenant thereto) delivered to the Trustee pursuant to the provisions of this Section and any bonds purchased or redeemed through the application of trust moneys pursuant to the provisions of this Section, shall forthwith be cancelled by the Trustee, and shall thereafter be cremated if in coupon form or delivered to the Company if in fully registered form, upon the written order of the Company.