

stroyed or damaged, upon the receipt by the New York Trustee of

A. A CERTIFICATE OF THE COMPANY, stating

(1) Whether any of the Trust Moneys so to be withdrawn is Bonded Cash;

(2) That expenditures have been made for such purpose, and the amount thereof, and giving a brief description of the nature of such repairs, restorations and replacements and also stating that the amount so expended is not in excess of the reasonable value of such repairs, restorations or replacements, and also stating that no part of such repairs, restorations or replacements has in any previous or then pending application been made the basis for the authentication and delivery of Bonds or the withdrawal of any cash or the release of any property from the lien of this Indenture, or of a Prior Lien;

(3) That there is no outstanding indebtedness of the Company, or known, after due inquiry, to the Company, for the purchase price or construction of, or for labor, wages or materials in connection with the construction of, such repairs, restorations or replacements, which could become the basis of a Prior Lien thereon and which, in the opinion of the signers of said certificate, might materially impair the security afforded thereby; and

(4) That the Company is not in default in the performance of any of the covenants on its part to be performed under this Indenture.

B. An OPINION OF COUNSEL to the effect that such repairs, restorations or replacements are subject to the direct lien of this Indenture free from all other liens, charges or encumbrances prior to the lien of this Indenture, *except* Permitted Encumbrances, and easements and similar encumbrances which, in the opinion of such counsel, do not materially impair the use of such repairs, restorations or replacements in the operation of the business of the Company, and *except also* any Prior Liens,