

hereinabove set forth, describing briefly each particular purpose and specifying the amount of expenditures for each of said stated purposes.

(ii) That the Company has not been reimbursed for such certified expenditures by the authentication and delivery of Bonds or the payment of deposited cash to the Company under any provision of this Indenture or any instrument securing prior debt bonds (except the General Unified Mortgage).

(iii) If such certificate or certificates shall show the acquisition of property by or from the Company by consolidation, merger, purchase or otherwise since December 31, 1949, then such certificate or certificates also shall state whether or not the property so acquired is subject to any lien prior to the lien of this Indenture and specify the amount and character of debt secured by any such lien.

(iv) That no part of such certified expenditures was or will be properly chargeable to operating expenses.

(v) Facts drawn from the Company's books of account and sworn to by its Comptroller to show compliance with the limitations of paragraph 4 of Part A of this Section.

(3) All property, interests and rights, in respect of which Bonds shall be authenticated and delivered or deposited cash shall be paid pursuant to this Section, shall be or thereupon shall become subject to the lien of this Indenture.

(4) The Company shall execute and acknowledge, or shall cause to be executed and acknowledged, any conveyances, declarations or instruments of further assurance that may be necessary for the purpose of subjecting to the lien and operation of this Indenture any property or any part of or interest or right in any property against which Bonds are authenticated and delivered or deposited cash is paid pursuant to this Section, and shall furnish to the Corporate Trustee an opinion of counsel to the effect that such declarations, conveyances or other instruments are sufficient for that purpose; or, in lieu of such instruments, the