

Upon the listing of the bonds or any series thereof upon any stock exchange the Company will so advise the Trustee.

(d) The Trustee may state in any report made pursuant to the provisions of this § 11.04, if such be the fact, that any or all information therein contained in respect of any additional Trustee is based on reports made to the Trustee by such additional Trustee pursuant to the provisions of § 11.05 of this Article 11, and, subject to the provisions of Subdivision (a) of § 10.01 of Article 10 hereof, shall incur no liability for any statement made on the basis of any such report. If any additional Trustee shall fail to furnish to the Trustee, pursuant to the provisions of said § 11.05, within a reasonable time before the Trustee is required to make any report under this § 11.04, the information required to be included in such report in respect of such additional Trustee, the Trustee shall be under no liability for failure to include such information in such report, but shall state in such report (if it knows that such information was required to be furnished) that such additional Trustee failed to furnish such information.

§ 11.05. Each additional Trustee, if any, shall report to the Trustee, in writing, not less than fifteen (15) days before the Trustee is required to make any report pursuant to the provisions of Subdivision (a) of § 11.04 of this Article 11, all information concerning such additional Trustee which the Trustee is required to report to bondholders pursuant to subparagraphs (2), (3), (4), (5), (6) and (8) of said Subdivision (a).

In case of any release of property or any advance by any additional Trustee which the Trustee would be required to report pursuant to the provisions of Subdivision (b) of § 11.04 of this Article 11, such additional Trustee shall, within sixty (60) days after such release or such advance shall have been made, furnish to the Trustee, in writing, all information necessary to enable the Trustee to make the required report regarding such release or such advance.

(a) A certificate or opinion signed by the President or a Vice-President of the Company stating that such conditions precedent have been complied with;

(b) An opinion of counsel (who may be counsel to the Company) stating that in the opinion of such counsel such conditions precedent have been complied with; and

(c) In the case of the authentication and delivery of additional bonds under any of the provisions of Article 2 of this Indenture and of Part Three of the supplemental indenture dated as of February 1, 1949, which requires, as a condition precedent to such authentication and delivery, a showing as to the Company's net earnings, a certificate or opinion of an accountant as to compliance by the Company with such net earnings requirement; such accountant shall be an independent public accountant if the aggregate principal amount of such bonds and of other bonds authenticated and delivered under the Indenture since the commencement of the then current calendar year (other than those with respect to which a certificate or opinion of an accountant is not required, or with respect to which a certificate or opinion of an independent public accountant has previously been furnished) is ten per cent. (10%) or more of the aggregate principal amount of the bonds at the time outstanding; but no such certificate or opinion need be made by any person other than the Treasurer or an Assistant Treasurer or the Comptroller or an Assistant Comptroller of the Company as to:

(A) dates or periods not covered by annual reports required to be filed by the Company with the Trustee, in the case of conditions precedent which depend upon a state of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports;

## ARTICLE 12.

### ADDITIONAL PROVISIONS AS TO CERTIFICATES AND OPINIONS.

§ 12.01. In the case of conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the authentication and delivery of bonds under this Indenture, to the release or the release and substitution of property subject to the lien of this Indenture, to the satisfaction and discharge of this Indenture, or to any other action to be taken by the Trustee at the request or upon the application of the Company (including, without limiting the generality of the foregoing, (i) the conditions precedent provided for in Article 2 of this Indenture, and in Parts Two and Three of the supplemental indenture dated as of February 1, 1949, with respect to the authentication and delivery of bonds and the application of cash deposited in connection therewith, (ii) the conditions precedent provided for in § 4.14 of Article 4 with respect to the release of insurance moneys, (iii) the conditions precedent provided for in Part Two of the supplemental indenture dated as of February 1, 1949 with respect to the reduction of the amount of cash required to be deposited in the Replacement Fund and with respect to the release or application by the Trustee of cash held by it in such fund, (iv) the conditions precedent provided for in Article 5 with respect to the release of mortgaged property and the payment or application by the Trustee of cash held by it, and (v) the conditions precedent provided for in Article 9 with respect to defeasance and reconveyance), the Company covenants and agrees that it will furnish to the Trustee, as evidence of compliance with such conditions precedent, in addition to or as a part of the certificates or the opinions, if any, required in such cases by other applicable provisions of this Indenture:

(B) the amount and value of additional property, except as provided in Subdivision (c) of § 12.02 of this Article 12; or

(C) the adequacy of depreciation, maintenance or repairs.

§ 12.02. Notwithstanding any other provision in this Indenture, the Company covenants and agrees that it will furnish to the Trustee, in addition to or as part of any certificate or opinion required by other applicable provisions of this Indenture:

(a) A certificate or opinion of an engineer, appraiser, or other expert as to the fair value, as of approximately the date of the application for the release, of any property or securities to be released from the lien of this Indenture pursuant to the provisions of §§ 5.02, 5.03, 5.04 or 5.05 of Article 5, which certificate or opinion shall state that in the opinion of the person making the same the proposed release will not impair the security under this Indenture in contravention of the provisions hereof; such certificate or opinion shall be made by an independent engineer, appraiser, or other expert, if the fair value of such property or securities and of all other property or securities so released since the commencement of the then current calendar year, as set forth in the certificates or opinions required by this Subdivision (a), is ten per cent. (10%) or more of the aggregate principal amount of bonds at the time outstanding; but such a certificate or opinion of an independent engineer, appraiser, or other expert shall not be required in the case of any release of property or securities, if the fair value thereof as set forth in the certificate or opinion required by this Subdivision (a) is less than Twenty-five thousand Dollars (\$25,000) or less than one per cent. (1%) of the aggregate principal amount of bonds at the time outstanding;