

instrument of a subsidiary company; (4) do not constitute in whole or in part repairs, renewals or replacements of any property subject to the lien of this Indenture or to the lien of any such mortgage or instrument of a subsidiary company; and (5) have not been used as a basis for the authentication and delivery of bonds or the withdrawal of cash under any of the provisions of this Indenture or of any such mortgage or instrument of a subsidiary company;

(c) Opinion in duplicate signed by counsel (who may be of counsel to the Company) selected by the Company and satisfactory to the Corporate Trustees, (1) that the Company or a specified subsidiary company is the lawful owner of such additional properties; (2) that such additional properties have been duly and validly subjected to the lien of this Indenture as a first lien thereon or, as the case may be, to the lien of a first mortgage as a first lien thereon securing the bonds or obligations of such subsidiary company; (3) that with the exception of the lien of this Indenture or the lien of the first mortgage of such subsidiary company such additional properties are free and clear of all liens except taxes for the current year or assessments for local benefits not then payable; (4) that the Company or such subsidiary company has duly and properly taken all necessary corporate and other action and complied with all provisions of law necessary to authorize and legalize the execution, issuance and delivery of and has duly and properly executed, issued and delivered any and all supplemental indentures or instruments which, in the opinion of said counsel, are necessary or advisable to subject such additional properties to the first lien of this Indenture or to the first lien of the first mortgage securing the bonds or obligations of such subsidiary company; (5) that the Company or such subsidiary company is duly and lawfully qualified and authorized to own such additional properties and to subject the same to the first lien of this Indenture, or as the case may be, to the first lien of the first mortgage securing the bonds or obligations of such subsidiary company; and (6) in the case of a subsidiary company, that the bonds or obligations of such subsidiary company required to be pledged hereunder in connection with the issuance of the additional bonds then requested have been duly authorized and issued and are the valid, binding and outstanding obligations of such subsidiary company, entitled to the lien and benefits as a first lien thereon of the first mortgage of such subsidiary company under which they were issued or are secured, which first mortgage shall be in form and contain provisions satisfactory to the Corporate Trustees, and that the Company has good and lawful right to pledge and has duly and properly pledged said bonds or obligations under this Indenture as part of the pledged securities free and clear of all other liens and encumbrances:

(d) Such supplemental or other indenture or instrument of conveyance as in the opinion of counsel referred to in paragraph (c) of this Section is necessary or advisable to subject such additional properties to the lien of this Indenture as a first lien thereon, or in the case of a subsidiary company to the lien of the first mortgage as a first lien thereon securing the bonds or obligations of such subsidiary company, which indenture or instrument shall be in form satisfactory to the Corporate Trustees and in the opinion of said counsel duly executed, acknowledged and delivered with all formalities necessary to authorize the same to be filed, recorded or registered in the manner required by law to effectuate the lien thereof;

(e) In case the additional properties shall be owned by and subjected to the lien of the first mortgage as a first lien thereon securing bonds or obligations of a subsidiary company then so required to be pledged hereunder, the bonds or obligations of such subsidiary company to a principal amount equal to the cost or the fair value