

mitted to be advanced to or added to the general funds of the Company, is not less than a stated amount, which amount shall not be less than the amount stated in the certificate of The Fish Engineering Corporation being filed concurrently therewith pursuant to *Subdivision (3)* of this § 9.03(C).

(ii) all conditions precedent provided for in this Indenture relating to the withdrawal or application of the cash in question have been complied with and, so far as known to the signers, the Company is not and by the making or granting of the order or request will not be in default in the performance of any of the terms or covenants of the Indenture.

(3) A certificate, dated the same date as the Engineer's Certificate being filed concurrently therewith pursuant to *Subdivision (1)* of this § 9.03(C), signed by The Fish Engineering Corporation stating that, in its opinion, the amount necessary to pay the estimated additional cost to be thereafter incurred in completing the initial stage of pipe line development, including the payment of all obligations then outstanding and unpaid in respect of the construction, acquisition, development or completion of the initial stage of pipe line development, after giving effect to the payments to be made pursuant to the written order or request being delivered to the Trustee concurrently with such certificate, is not more than a stated amount.

(4) An Opinion of Counsel, dated within ten days before the date of the filing thereof, stating, in the opinion of such counsel that:

(i) the Company has good title to any real estate, and has duly obtained any easements or rights-of-way, the cost of which is included in construction costs specified in the accompanying Engineer's Certificate, subject only to permitted liens and to defects in title to lands on which the Company has easements or rights-of-way for pipe line purposes which, in the opinion of such counsel, do not impair the right of the Company to continue the use of such property for such purposes, and subject to such other minor defects in title not constituting permitted liens as the Company shall have power by appropriate legal proceedings to cure without substantial expense or which, in the opinion of such counsel, are inconsequential, and to such liens or encumbrances as are referred to in clause (ii) below;