

(ii) that no part of such expenditures and/or indebtedness has been included in any previous or other certificate furnished pursuant to any of the provisions of this Section or, as to any expenditures or indebtedness of the character referred to in clause (iii) below, pursuant to any of the provisions of Section 6C.03, and that no part of any such expenditures and/or indebtedness has been paid out of the proceeds of any insurance;

(iii) if any of the expenditures or indebtedness included in such certificate represent costs incurred by the Company in the drilling, testing, completion and/or equipping of gas or gas and oil wells (other than administrative or overhead charges applicable thereto), specifying the location of each such well and the amount of such costs applicable to each such well, and stating that the aggregate costs of drilling, testing, completing and/or equipping gas or gas and oil wells (other than administrative or overhead charges applicable thereto) included in such certificate and in all previous certificates furnished under this Section does not exceed the sum of \$16,031,100; and

(iv) if the cash to be withdrawn from the San Juan Construction Fund on account of the expenditures and/or indebtedness covered by such certificate, or any part thereof, is to be paid to anyone other than the Company, the amount or amounts to be paid to each person, firm or corporation specified in such certificate;

(2) a certificate signed by an independent engineer stating that it has examined the certificate of the Company furnished pursuant to subdivision (1) above and approves the statements made in such certificate;

(3) an opinion of counsel stating that in the opinion of such counsel

(i) the Company has procured from the Federal Power Commission all necessary authorization to construct the San Juan Project, and that no other consents or authorizations of any other governmental regulatory authorities are necessary for such purpose or, if necessary, that they have been obtained;