

refusal or inability of such independent engineer or such arbitrators to act within such period as the Corporate Trustee shall deem reasonable, the Corporate Trustee may in its discretion accept, in lieu of such a report, a certificate of the Company that such deficiency has been made good or appoint another independent engineer to make a report whether such deficiency has been made good.

The Company shall, if the report of such independent engineer or such decision of arbitrators, as the case may be, shall state that there has not been recorded as retired on the books of the Company property which is no longer used or useful, forthwith make appropriate entries on its books recording the retirement of such property and shall deliver to the Corporate Trustee a certificate of the Company stating that such entries have been made.

Unless the Corporate Trustee shall be so advised in writing by such independent engineer or, if arbitration shall have been invoked, by arbitrators or by a certificate of the Company accepted by the Corporate Trustee, as the case may be, within one year from the date of any report of an independent engineer or any decision of arbitrators, as the case may be, determining a maintenance deficiency to exist, or such longer period as may be reported by such independent engineer or the arbitrators, as the case may be, to be reasonably necessary for the purpose, that such deficiency has been made good, the Company shall be deemed to have defaulted in the due performance of the covenants of this Section (unless the Company shall have been relieved of compliance by the last paragraph of this Section), so far as concerns the maintenance of the mortgaged property; and in any proceedings consequent upon such default, said report or reports of such independent engineer or said decision or decisions of such arbitrators, as the case may be, shall be conclusive evidence against the Company of the existence of the facts and conditions therein set forth, and the Corporate Trustee shall be fully protected in relying thereon.

All expenses incurred pursuant to this Section shall be borne by the Company.

In the event that any regulatory authority having jurisdiction over the Company shall determine that the expenditures required by this Section for repairs, replacements, additions, betterments and im-