

Trust Moneys whose withdrawal is then requested (or in the case of Trust Moneys representing the proceeds of purchase money or governmental obligations, the date when the New York Trustee received such obligations);

(4) That none of the property so acquired by the Company either constitutes Bonded Property or has theretofore been made the basis of the withdrawal of Trust Moneys under this Section, and that none of such property was acquired by the Company in exchange for property assigned or transferred by the Company pursuant to *Paragraph D of Section 43*;

(5) The Fair Value, as of the date of such Certificate, in the opinion of the signers, of the property so acquired by the Company; and

(6) That the Company is not in default in the performance of any of the covenants on its part to be performed under this Indenture.

C. AN OPINION OR OPINIONS OF COUNSEL stating that the Company has acquired good and valid legal title to the property so acquired and that such property is then subject to the direct lien of this Indenture free from all other liens, charges or encumbrances prior to the lien of this Indenture, except Permitted Encumbrances, and easements and similar encumbrances which in the opinion of such counsel do not materially impair the use of such property in the operation of the business of the Company.

The amount so to be paid shall be the amount of the Fair Value of the property so acquired by the Company as certified in the Certificate referred to in *Paragraph B* of this Section.

Section 61. In the event that at any time there shall be on deposit with the New York Trustee under this Article Trust Moneys in an amount in excess of \$500,000, and, if at all times during the preceding two years the amount of Trust Moneys so on deposit with the New York Trustee shall have