

"(4) stating that, since the date of the last previous Opinion of Counsel filed with the New York Trustee pursuant to this Clause or *Clause (5) of Paragraph I of Section 25* or *Clause (4) of Paragraph E of Section 35* (or, in the case of the first such opinion, since the date of the execution and delivery hereof), no Bonded Property owned by the Company has become subject to any then subsisting lien or encumbrance (*except Prepaid Liens and Permitted Encumbrances*) not existing thereon at such prior date, prior to the lien created by this Indenture for the security of the Bonds whose authentication and delivery is then applied for."

§14. *Section 31* of the Original Indenture is hereby amended so that it shall hereafter read as follows:

"*SECTION 31.* Cash deposited with the New York Trustee under the provisions of *Section 29* is in this Indenture sometimes referred to as '*Deposited Cash*'; and until the same shall have been paid over or applied by the New York Trustee upon the written order of the Company as hereinafter in this Section provided, the New York Trustee shall hold all Deposited Cash as a part of the Trust Estate hereunder, *subject, however,* to the provisions of *Section 65*; and, upon default in the payment of the principal of any of the Bonds, when and as the same shall become due and payable, whether by the terms thereof or by declaration or otherwise as herein provided, any Deposited Cash then in the hands of the New York Trustee shall be forthwith applicable to the purposes specified in, and in accordance with the provisions of, *Section 114*.

"At any time and from time to time, whenever the Company shall become entitled to the authentication and delivery of Bonds under any of the provisions of *Section 25* (but subject in all respects to the limitations imposed by *Section 26*) the New York Trustee, upon receipt of a Resolution of the Board requesting the payment of a specified amount of Deposited Cash, and