

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

"B. An OPINION OF COUNSEL to the effect that such repairs, restorations or replacements are subject to the direct lien of this Indenture free from all other liens, charges or encumbrances prior to the lien of this Indenture, *except* Prepaid Liens and Permitted Encumbrances, and *except also* any Prior Liens, charges or encumbrances to which the property so destroyed or damaged shall have been subject at the time of such destruction or damage.

"The amount so to be paid shall be an amount up to, but not exceeding, the amount of the expenditures stated in such certificate."

§26. *Section 60* of the Original Indenture is hereby deleted, and there is inserted in lieu thereof the following *Section 60*:

"*Section 60.* Subject to the provisions of *Section 61*, Trust Moneys may be withdrawn and shall be paid by the New York Trustee upon the Written Order of the Company at any time and from time to time, upon receipt by and deposit with the New York Trustee of the following:

"A. A RESOLUTION OF THE BOARD, requesting the withdrawal and payment of a specified amount of Trust Moneys.

"B. A CERTIFICATE OF THE COMPANY stating

(1) That the Company has paid a specified amount of Federal and/or State taxes based on profits derived from the sale or other disposition of property released from the lien of this Indenture, and that no part of such requested amount