

has been theretofore reimbursed to the Company out of Trust Moneys; and

(2) 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.

"C. An Opinion of Counsel, stating that the instruments which have been or are therewith delivered to the New York Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the New York Trustee to pay over the Trust Moneys applied for.

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

§27. Section 62 of the Original Indenture is hereby amended so that it shall hereafter read as follows:

"SECTION 62. In case the Company shall be in default hereunder, (other than a default in the payment of the principal of any Bonds) the Company, while in possession of the Trust Estate (other than securities and cash held by the New York Trustee or the trustee or other holder of a Prior Lien), may do any of the things enumerated in Sections 56 to 60, inclusive, if the Trustees, in their uncontrolled discretion, or the holders of at least a majority in amount of the Bonds at the time outstanding, shall in writing expressly authorize or consent to such action, in which event no certificate filed pursuant to any of said Sections need contain a statement to the effect that the Company is not in default hereunder; *provided, however*, that in any such case, if Trust Moneys are to be applied pursuant to Section 58, the Bonds to be designated for purchase or redemption shall be prorated, in amount, as between the Bonds of all series then outstanding, in proportion.