

§ 5.10. That all property and interests in property of every kind, not hereby expressly excepted from the lien of this Indenture, which hereafter may be acquired or constructed or in process of construction by the Company shall, immediately upon the acquisition or construction thereof by the Company, and without any further conveyance, assignment or other act, become and be subject to the lien of this Indenture as fully and completely as though now owned by the Company and specifically described in the granting clauses hereof.

§ 5.11. That it will furnish to the Trustee promptly after the execution and delivery of this Indenture and each indenture supplemental hereto an opinion of counsel (who may be of counsel for the Company) either stating that in the opinion of such counsel this Indenture or such supplemental indenture has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective.

That it will record, register, file, renew, refile, and re-record this Indenture and every indenture supplemental hereto and other documents which may be hereafter executed as may be required by law, pay (to the extent that it lawfully may) any mortgage recording tax due on any recording hereof or of any supplemental indenture or in respect of the issuance of any additional Bonds hereunder, comply with the requirements of any and every mortgage recording tax or similar law affecting the due recording or maintaining of this Indenture and every indenture supplemental hereto, and execute, record, register, file, renew, refile and re-record all such other documents and do all such other acts and things as may be necessary in the opinion of counsel in order to perfect, preserve and continue the lien of this Indenture, as from time to time supplemented, and the security and rights of the bondholders and the Trustee hereunder, or for the purpose of expressly and specifically subjecting to the lien of this Indenture, as from time to time supplemented, all property or interests therein which may hereafter be acquired or constructed by the Company, or for the purpose of the better assuring, conveying, assigning and confirming unto the

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or profits therefrom or upon the lien or interest of the Trustee or of the holders of the Bonds in respect of the mortgaged property or any part thereof when the same shall become due, and will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged property or any part thereof, and all covenants, terms and conditions upon or under which any of the mortgaged property is held. Within three (3) months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects, which if unpaid might by law be given precedence over this Indenture as a lien or charge upon the mortgaged property or the income thereof, the Company will pay or cause to be discharged or make adequate provision to satisfy or discharge the same. Nothing in this § 5.08 contained, however, shall be construed as requiring the Company to observe or conform to any requirement of governmental authority or to acquire or cause to be paid or discharged, or to make provision for, any such tax, assessment, lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, if and so long as such delay in payment shall not, in the opinion of counsel, subject the mortgaged property or any part thereof to forfeiture or sale. On or before May 1 of each year, beginning with the year 1952, the Company will file with the Trustee a written certificate of the Company stating that the Company has duly paid and discharged all taxes, assessments and governmental charges lawfully imposed upon the mortgaged property which shall have become due and payable during the preceding calendar year, or that with respect to certain of such taxes, assessments or other governmental charges to be specified in said certificate, the Company is in good faith contesting the validity thereof pursuant to the permission so to do provided for in this § 5.08.

§ 5.09. That it will, except as herein otherwise specifically provided, preserve its corporate existence and all its licenses, franchises, permits, rights and privileges to the extent necessary or desirable to preserve unimpaired the value of the mortgaged property, provided, however, that any licenses, franchises, permits, rights or privileges may be surrendered, abandoned, cancelled or modified pursuant to the provisions of subdivision (B) of § 6.01.