

specific descriptions of the Properties in Schedule A hereto do not in the aggregate impair the value of any Property (value for these purposes being the Original Value of such Properties as set forth in Schedule B to the Assigned Lease) or adversely affect the utility, structural integrity or beneficial enjoyment of any Property for the use to which such Property is being put.

The Company will at the cost of the Company, without expense to the Trustees or the payees and holders of the Notes, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances as the Trustee shall reasonably require, for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustees the Trust Estate hereby conveyed or assigned or intended so to be, or which the Company may be or may hereafter become bound to convey or assign to the Trustees.

*Section 3.02. After-Acquired Property; Recording.* All property of every kind acquired by the Company after the date hereof, which by the terms hereof is required or intended to be subjected to the lien of this Mortgage, shall, immediately upon the acquisition thereof by the Company, and without any further mortgage, conveyance or assignment, become subject to the lien of this Mortgage as fully as though now owned by the Company and specifically described herein. Nevertheless, the Company will do, execute, acknowledge and deliver, all and every such further acts, conveyances, mortgages and assurances as the Trustee shall reasonably require for accomplishing the purposes of this Mortgage. Neither of the Trustees shall be under any duty to make any inquiry or investigation into the acquisition of any property by the Company after the date of this Mortgage.

The Company will cause this Mortgage and any and all supplements hereto, any and all instruments of further assurance, the Assigned Lease and the Assignment and any and all amendments and modifications thereof, at all times to be kept recorded, filed and registered in such manner and in such places as may, according to an Opinion of Counsel, be required by law fully to preserve and protect

the lien hereof and thereof, the title of the Trustees to the Trust Estate, and the rights of the Noteholders and the Trustees hereunder. The Company will pay or cause to be paid all filing, registration and recording taxes and fees incident to any filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of any instrument of further assurance, and all stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with any of the foregoing. The Company will furnish to the Trustee and to the Noteholders

(A) promptly after the execution and delivery of this Mortgage, the Assigned Lease and the Assignment and of each mortgage supplemental hereto or other instrument of further assurance, or any amendment or modification of the Assigned Lease or the Assignment, an Opinion or Opinions of Counsel, stating that, in the opinion of such Counsel, the Assigned Lease, as affected by any such amendment or modification has been effectively assigned to and pledged with the Trustee and that this Mortgage and any such supplemental mortgage or other instrument, as the case may be, has been properly recorded, filed and registered so as fully to achieve the purposes intended hereby and to make effective the lien intended to be created by this Mortgage and the Assignment, 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; and

(B) as to the Properties located in any State in which the Purchase Price of any one Property located in such State (determined in accordance with Section 6.4 of the Assigned Lease as at January 1 of such year) is in excess of \$1 million, on or before January 1 of each year, beginning with the year 1965, an Opinion or Opinions of Counsel (dated not earlier than the December 1 next preceding such January 1) either stating that, in the opinion of such Counsel, such action has been taken with respect to the recording, filing, registering, re-recording, re-filing and re-registering of this Mortgage, the Assigned Lease, and the Assignment, and of each supplemental indenture or other instrument theretofore delivered as is necessary to maintain the lien on the real property intended to be covered hereby and thereby, and reciting the details of such actions, or stating that, in the opinion of such Counsel, no such action is necessary to maintain such lien.