

details of such action, and that all taxes and recording or filing fees in connection therewith have been paid, or stating that in the opinion of such counsel no such action is necessary to make such lien effective and stating any re-recording or re-filing thereof which may be required;

(c) annually in the month of March in each year beginning with March 1965, execute and deliver to the Trustees supplemental indentures, expressly subjecting to the lien of this Indenture any property of the character herein made subject to the lien of this Indenture but hereafter acquired, with respect to any such property acquired since the date hereof and on or before the last day of the calendar year preceding the date of execution of the supplemental indenture and not expressly subjected to the lien of this Indenture by any previous supplemental indenture; *provided* that no such supplemental indenture shall be required to be executed and delivered in any year unless the aggregate fair value or cost, whichever is greater, of all such after-acquired property which would be expressly subjected to the lien of this Indenture thereby shall be at least \$100,000, but if no such supplemental indenture is so required to be executed and delivered in any year, the Company shall file with the Trustee in the month of March in such year, an Officers' Certificate stating the aggregate fair value and cost of all such after-acquired property which but for this proviso would be required to be expressly subjected to the lien of this Indenture by such a supplemental indenture during said month;

(d) on or before May 1 of each year, beginning with the year 1965, furnish the Trustee with an Opinion of Counsel either stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording and re-filing of the NII Mortgage and of this Indenture and of each supplemental indenture and of each other instrument of conveyance, transfer, assignment or further assurance as is necessary to maintain the lien hereof and thereof (including the lien hereof and thereof on any property acquired by the Company after the date of execution and delivery hereof, except with respect to any after-acquired property as to which no supplemental indenture is required to be delivered by the