

advisable for enforcing payment by any and all persons of any moneys payable under or pursuant to the Trust Estate or any instrument included therein.

Section 7.13. (A) The Company will promptly or will promptly cause each instrument with respect to the Trust Estate including, without limitation, this Indenture, any supplemental indenture, Mortgages or other instruments with respect to any thereof or the property intended to be subject to any thereof or subject to the Lien of this Indenture, to be filed, registered or recorded (and, when and if necessary, to be re-filed, re-registered or re-recorded) in such manner and in such places as may be required by any present or future law in order to, as the case may be, create or protect the valid and enforceable first lien hereof and thereof, if any, upon the property subject hereto or thereto or intended to be subject hereto or thereto or to protect the validity hereof or thereof or to publish notice hereof or thereof or to entitle the Bondholders, directly or indirectly, to the benefits and security intended to be provided hereby or thereby, or to protect and maintain the estate, right, title, interest, claim and demand of the Trustees in, to and under the Trust Estate.

(B) The Company will pay, or cause to be paid, all taxes and fees incident to each filing, registration, recording, re-filing, re-registration and re-recording required by this Indenture, any supplemental indentures, or any Mortgage or other instrument referred to in Section 7.13(A) hereof, all federal or state stamp taxes and all other taxes, duties, imposts, assessments and charges and all other expenses arising out of or incident to the issuance of the Bonds and the preparation, execution and delivery of the instruments referred to in Section 7.13(A) hereof.

(C) The Company covenants and agrees that it will furnish to the Corporate Trustee promptly after the execution and delivery of this Indenture, of each supplemental indenture, of each Mortgage and each other instrument purporting to create and perfect a valid and enforceable first lien upon any of the Mortgaged and Pledged Property, an Opinion of Counsel either stating that in the opinion of such counsel this Indenture, such supplemental indenture, such Mortgage or such other instrument has been properly recorded and filed so as to make effective the lien intended to be created thereby, subject only to Permitted Encumbrances, 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.

(D) Within 120 days after the end of each fiscal year of the Company, commencing with the fiscal year ending December 31, 1979, while there are any Bonds Outstanding, the Company will furnish to the Corporate Trustee a favorable Opinion of Counsel either stating that in the opinion of such counsel such action has been taken with respect to the recording, registration, filing, re-recording, re-registration and re-filing of this Indenture, such supplemental indenture, such Mortgage or such other instrument as is necessary to maintain the Lien of this Indenture, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such Lien. If this Indenture,