

The Company will, to the extent that it may lawfully promise so to do, pay and save the Mortgagee harmless against any and all liability with respect to any intangible personal property tax or other similar tax of the States of Louisiana, Illinois, South Carolina and Virginia or of any other state in which any part of the Mortgaged Property is located, now or hereafter in effect, to the extent that the same may be payable by the Mortgagee in respect of the Notes or the Indenture, and the obligation of the Company to do so shall survive the payment of the Notes and the discharge of the Indenture.

§ 4.04. **RECORDING.** The Company, at its own expense, will cause the Indenture and all indentures and other instruments supplemental thereto or in respect thereof, including, without limitation, financing statements, amendments thereto and continuation statements required by the Uniform Commercial Code, to be promptly recorded and or filed and to be kept recorded or filed and entered in such manner and in such places as may be required by law in order to make effective the lien of the Indenture with respect to the Mortgaged Property and to maintain the lien thereof, and will pay all taxes and fees incidental thereto, and will punctually and fully comply with the requirements of any and all mortgage recording laws applicable with respect to the due recording and re-recording and filing and refiling of this Indenture or of such additional instruments in such manner as may be necessary fully to make effective the lien of this Indenture and to preserve, continue and protect the security for and validity of the Notes, the superior lien of this Indenture on the Mortgaged Property and the rights and remedies of the Mortgagee. The Company will furnish the Mortgagee (a) promptly after the execution and delivery of the Indenture and of each indenture or other instrument supplemental thereto or other instrument in respect thereof, an Opinion of Counsel either stating that the Indenture and all such instruments have been properly recorded, filed and entered to the extent required by this § 4.04, and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given, or stating that no action is necessary to maintain the lien of the Indenture, as so required, and (b) within 120 days after the close of each fiscal year of the Company, an Opinion of Counsel (i) stating that such action has been taken with respect to the recording, filing, entering, re-recording, refiling and re-entering of the Indenture and of each instrument supplemental thereto or in respect thereof as is necessary to maintain the lien of the Indenture, as so required (includ-