

(b) on or before May 1 of each year, beginning with the year 1984, 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 refiling 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 reciting the details of such action, if not previously set forth, or stating that in the opinion of such counsel no such action is necessary for such purpose.

The Company will cause this Indenture and each such supplemental indenture to be filed and recorded as a mortgage of real property in such manner and in such places, and will take such other action, if any, as in the Opinion of Counsel may be required by any present or future law or laws in order to perfect the lien of this Indenture and of such supplemental indentures.

Section 5.05. Further Assurances. The Company will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, financing statements, conveyances, mortgages, assignments, transfers and assurances as the Trustees reasonably may require for the better assuring, conveying, mortgaging, assigning, transferring and confirming unto the Trustees all and singular the Trust Estate, as now or hereafter constituted.

Section 5.06. Insurance. The Company at all times will provide and maintain at its own expense, or cause to be provided and maintained, on all the Trust Estate, which is of a character usually insured by responsible corporations engaged in businesses similar to those of the Company, insurance in such amounts, with reputable and responsible insurers, and against such risks (including, without limitation, war damage insurance when available) as is customarily maintained by such corporations in similar businesses or as may be specified by the holders of at least $66 \frac{2}{3}\%$ in aggregate principal amount of the Bonds at the time outstanding. The Company will cause the policies for all such insurance covering Mortgaged Property to be made payable to the Company and the Trustee, as their interests may appear, under the standard mortgagee clause or similar clause acceptable to the Trustee except that the loss payable clause shall provide that all amounts payable as to any particular loss, if the aggregate amount to be paid in respect of such loss is less than \$100,000, shall be paid to the Company.

The Company will cause all proceeds of any insurance payable directly to it to be applied to the repair, replacement or improvement of the property damaged or destroyed in respect of which

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