be included in the calculations contemplated by the foregoing provisions of this Section 4.10; or (b) the payment of any dividend within sixty (60) days after the date of declaration thereof, if at said date said declaration complied with the provisions hereof; or (c) the retirement of any shares of any class of the Company's stock by exchange for, or out of the proceeds of the substantially concurrent sale of, other shares of its stock, and no such retirement or the proceeds of any such sale or exchange shall be included in any computation made under this Section 4.10.

Section 4.11. That it will execute and deliver such further instruments and do or cause to be done such further acts as may be necessary or proper to carry out more effectually the purpose of this Indenture, and to make subject to the lien hereof any property hereafter acquired and intended to be subject to the lien hereof, and to transfer to any new trustee or trustees or co-trustee or co-trustees the estate, powers, instruments or funds held in trust hereunder.

Section 4.12. That it will cause this Indenture, and each supplemental indenture or instrument purporting to create a lien upon mortgaged property to secure the bonds, to be promptly recorded and filed and re-recorded and re-filed in such manner and in such places as may be required by law in order fully to make effective and maintain the lien intended to be created thereby and to preserve and protect the security of the bondholders and all rights of the Trustee, and that it will furnish to the Trustee:

(a) promptly after the execution and delivery of this Indenture, and promptly after the execution and delivery hereafter of each such indenture supplemental hereto, an opinion of counsel either stating that in the opinion of such counsel this Indenture, or such supplemental indenture, as the case may be, has been properly recorded and filed so as to make effective the lien intended to be created thereby, 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. It shall be a compliance with this subsection (a) if (1) the opinion of counsel herein required to be delivered to the Trustee shall state that this Indenture or such supplemental indenture, as the case may be, has been received for record or filing in each jurisdiction in which it is required to be recorded or filed and that, in the opinion of counsel (if such is the case), such receipt for record or filing makes effective the lien intended to be created by this Indenture or such supplemental indenture, as the case may be, and (2) such opinion is delivered to the Trustee within such time, following the date of the execution and delivery of this Indenture or such supplemental indenture, as the case may be, as shall be practicable having due regard to the number and distance of the jurisdictions in which this Indenture or such supplemental indenture, as the case may be, is required to be recorded or filed; and

(b) on or before February 1, 1958, and on or before each February 1 thereafter, 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 any indentures supplemental hereto 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.

Section 4.13. That it will not issue, or permit to be issued, any bonds hereunder in any manner other than in accordance with the provisions of this Indenture and the agreements in that behalf herein contained, and will not suffer or permit any default to occur under this Indenture or any indenture supplemental hereto, but will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of any indenture supplemental hereto and of the bonds issued hereunder.

Section 4.14. That if the Company shall fail to perform any of the covenants contained in Sections 4.05, 4.06, 4.07, or 4.12, the Trustee