(4) The nature and extent of the construction liens and judgment liens, if any, on such property additions are correctly stated in § 5.02(a)(12).

(5) The Indenture is, or upon delivery of the instruments of conveyance, transfer or assignment, if any, specified in such opinion (and subject to the filing or recording of such instruments in the manner specified in such opinion), will be, a lien upon all property additions described in § 5.02(a)(2) (except such as have been retired), free and clear of any mortgage or other lien prior to the lien of this Indenture, except the construction liens and judgment liens, if any, specified in paragraph (4) of this § 5.02(b), and permitted liens.

(c) The instruments of conveyance, assignment and transfer, if any, specified in § 5.02(b)(2) and § 5.02(b)(5), and the certificates or other evidence, if any, specified in § 5.02(b)(1).

(d) An amount of cash equal to the aggregate of all construction liens and judgment liens specified in § 5.02(a)(12) and § 5.02(b)(4), less the amount of all cash then held by the Trustee on account thereof, which shall be held and applied by the Trustee as part of the trust estate and which may be withdrawn only in accordance with § 10.03.

(e) The resolution, certificates, opinion of counsel, cash and other documents required by § 5.01.

§ 5.03. From time to time after delivery to the Trustee of the certificate, opinion, cash, if any, and instruments, if any, specified in § 4.03, the Company may execute and deliver to the Trustee, and the Trustee shall thereupon authenticate and deliver to or upon the written order of the Company, additional Bonds for an aggregate principal amount equal to the amount of cash which shall be deposited with the Trustee pursuant to this § 5.03, but only upon receipt by the Trustee of:

(a) Cash in an amount equal to the aggregate principal amount of additional Bonds applied for pursuant to this § 5.03, which shall be held and applied by the Trustee as a part of the trust estate and which may be withdrawn only in accordance with § 10.02.

(b) The resolution, certificates, opinion of counsel, cash and other documents required by § 5.01.

ARTICLE 6.

Particular Covenants of the Company.

The Company hereby covenants, warrants and agrees as follows:

§ 6.01. The Company will duly and punctually pay or cause to be paid the principal, premium, if any, and interest to become due in respect of all the Bonds duly issued hereunder according to the terms thereof. As the coupons are paid they shall be forthwith canceled.

§ 6.02. The Company will not, directly or indirectly, extend, or assent to the extension of, the time for payment of any coupon or claim for interest upon any Bond, and it will not, directly or indirectly, take part in any arrangement therefor by purchasing any such coupon or claim or in any other manner. No coupon or claim for interest which in any way at or after maturity shall have been transferred or pledged by the Company, separate or apart from the Bond to which it relates, or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Company, shall be entitled, in case of a default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of the Bonds and of all coupons and claims for interest not so transferred, pledged, kept alive or extended.

§ 6.03. The Company has good right and lawful authority to mortgage, pledge and assign all of the mortgaged property as provided in this Indenture; and the mortgaged property is, at the actual date of the initial issue of Bonds, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to this Indenture, except construction liens and judgment liens with respect to which cash in an amount equal to the aggregate of which has been deposited with the Trustee pursuant to any provision of this Indenture and permitted liens and as set forth in the Granting Clauses. The Company hereby does and will forever warrant and defend the title to the mortgaged property against the claims and demands of all persons whomsoever.

§ 6.04. The Company will at all times keep an office or agency, while any of the Bonds are outstanding, at the principal office of the