The Trustee shall be under no duty to examine any financial statements, reports or returns of the Company which shall be filed with it pursuant to this § 6.10, but shall permit any holder of Bonds to have access to and to inspect such financial statements, reports or returns.

§ 6.11. The Company will cause this Indenture and any and all supplemental indentures and instruments of conveyance, transfer, assignment or further assurance at all times to be kept recorded and filed in such manner and in such places as may in the opinion of counsel be required by law in order fully to preserve and protect the rights of the Bondholders and the Trustees hereunder in respect of the lien of this Indenture as a mortgage on real estate and interests therein, and pipe lines, whether or not real estate, and as a chattel mortgage, and that it will furnish to the Trustee:

(a) Promptly after the execution and delivery of this Indenture and of each supplemental indenture, an opinion of counsel stating that in the opinion of such counsel this Indenture or such supplemental indenture has been properly recorded and filed so as to make effective the lien on real estate and interests therein, and pipe lines, whether or not real estate, and on personal property, 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; and

(b) On or before May 1 of each year, beginning with the year 1961, 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 re-filing of this Indenture and of each supplemental indenture as is necessary to maintain the lien thereof as a lien on real estate and interests therein, and pipe lines, whether or not real estate, and on personal property, 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.

§ 6.12. The Company will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture, especially to make subject to the lien hereof any property agreed to be subjected hereto, or intended so to be, to transfer to any new trustee or trustees the estate, powers, instruments and funds held



in trust hereunder and to confirm the lien of this Indenture with respect to any series of Bonds.

§ 6.13. The Company represents and warrants that it has procured from any governmental regulatory authorities having jurisdiction, all necessary authorizations (except for such routine authorizations as are in practice granted in due course after application therefor) to construct and operate the Pipe Line which are required in view of the stage of construction and partial operation, if any, of the Pipe Line attained on the date of execution of this Indenture. The Company covenants that it will procure all additional necessary authorizations for the construction and operation of the Pipe Line as and when the same may be required.

The Company covenants and agrees that it will proceed promptly and without unnecessary delay in the completion of the Pipe Line and that the Pipe Line will be completed on or before August 1, 1961, or within such further period as shall equal the delay, if any, in the construction and completion of the Pipe Line directly attributable to (*a*) orders of governmental bodies prohibiting the construction of the Pipe Line or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required for such construction, (*b*) cooperation or participation by any person furnishing or delivering materials, supplies or equipment for the construction of the Pipe Line, in any voluntary allocation or priorities program initiated or requested by the Federal Government or any departments, agencies, boards or bureaus thereof, (*c*) strikes or stoppages of work of employees of the Company or of contractors or subcontractors engaged in the construction of the Pipe Line which render it impossible to proceed with such construction, and strikes or stoppages of work involving employees of others causing delay in the furnishing or delivery of materials, supplies or equipment for the construction of the Pipe Line, and/or (*d*) sabotage or acts of the public enemy.

§ 6.14. Without the prior written consent of the holders of Bonds of 1975 Series at the time outstanding as provided in § 17.04, the Company will not, and will not permit any subsidiary to:

(a) Create, assume or suffer to exist any mortgage, pledge, encumbrance, lien or charge of any kind (including the charge