

Indenture upon such Property Additions as against all creditors and subsequent purchasers, or stating what further recordation or filing of this Indenture or any supplemental indenture is or will be necessary for that purpose; or stating that said property additions are then subject to the direct lien of this Indenture and that no such mortgage, deed, conveyance, transfer or instrument of further assurance is necessary for such purpose;

(3) stating that the Company has acquired a good and valid legal title to said Property Additions, and that the same and every part thereof is free and clear of all liens, charges and encumbrances prior to the lien of this Indenture, *except* Permitted Encumbrances, and easements and similar encumbrances which, in the opinion of such counsel, do not materially impair the use of such Property Additions in the operation of the business of the Company, and *except also* the Prepaid Liens, if any, mentioned in said Property Additions Certificate and in such case that the nature, extent and amount of such Prepaid Liens are correctly stated in said certificate;

(4) stating that the Company has lawful power to acquire, own and use said Property Additions in its business; and that, to the extent that any permit, license, right of way or easement is necessary for the maintenance and use of such Property Additions, the Company, either alone or jointly with some other corporation or individual, is entitled to such permit, license, right of way or easement for an unlimited or indefinite or indeterminate period of time or for a period extending beyond the date of maturity of the Bonds then being applied for or applied for in any other then pending application and beyond the date of maturity of all Bonds then outstanding under this Indenture, or that such permit, license, right of way or easement is in the opinion of counsel adequate for the operations of the Company, and that the agreement or law under which such permit, license, right of way or easement was acquired does not contain any provisions prejudicial to the interests of the Bondholders;