

Section 23.02. Opinion of Counsel. The Lessee covenants to deliver to the Lessor and the Trustee within 60 days after March 1, 1973 and in March of each fourth year a written opinion of counsel (who may be counsel for the Lessor or the Lessee), addressed to the Trustee that the descriptions of the Leased Equipment contained in Schedule B to the Indenture, as supplemented, and the descriptions of the Leased Equipment contained in this Lease, as supplemented, are adequate for all purposes thereof, and hereof, that such descriptions include descriptions of all of the Leased Equipment; that the Indenture, as supplemented, constitutes a valid mortgage lien on the interest of the Lessor in the said Leased Equipment, subject only to liens permitted by the provisions thereof; that the Indenture, as supplemented, this Lease as supplemented, and all financing statements, continuation statements, notices and other instruments required by applicable law have been recorded or filed in such manner and in such places required by law in order fully to preserve and protect the rights of the holders of the Bonds and the Trustee in the Leased Equipment (and in the assignment thereof to the Trustee) as against creditors of, or purchasers for value from, the Lessor or the Lessee.

The Lessee, the Lessor and the Trustee shall execute and deliver all instruments and shall furnish all information and evidence deemed necessary or advisable by counsel (and counsel shall be entitled to rely thereon) in order to enable him to render the opinion referred to. The Lessee shall file and record or cause to be filed and recorded all instruments required to be filed and recorded in the opinion of such counsel and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be outstanding, except as otherwise in this Lease required.

Section 23.03. Reports of Lessee. The Lessee agrees that it will keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of Lessee, in accordance with generally accepted principles of accounting consistently maintained, and will furnish to the Trustee and to any requesting holder or holders of the Bonds within 90 days after the last day of each fiscal year of Lessee a copy of the annual report of the Lessee for such fiscal year furnished by the Lessee to its stockholders, together with a separate written statement of the accountants preparing such report that such accountants have obtained no knowledge of any default by Lessee in the fulfillment of any of the terms, covenants, provisions or conditions of this Lease, or if such accountants shall have obtained knowledge of any such defaults, they shall disclose in such statement the default or defaults and the nature thereof; but such accountants shall not be liable directly to anyone for failure to obtain knowledge of any default.

Section 23.04. Waiver of Statutory Rights. This Lease shall not be affected by any laws, ordinances or regulations, whether federal, state, county, city, municipal or