

Telephone Company.

COVENANT TO PAY TAXES.

SECTION 5.

That it will from time to time pay or cause to be paid all taxes and assessments lawfully levied or assessed upon the property, rights, privileges and franchises hereby mortgaged or intended so to be or upon any part thereof, and upon all other property, income and profits of the Corporation; when the same shall become lawfully due and payable and will not suffer any mechanics', laborers', statutory or other similar liens to remain outstanding upon the mortgaged premises, or any part thereof, the lien whereof might or could be held to be prior to the lien of this indenture; provided, however, that the Corporation shall have the right to contest by legal proceedings any taxes, assessments or liens not hereby created and pending such contest may delay or defer the payment thereof.

COVENANT NOT TO PERMIT LIEN HEREOF TO BE IMPAIRED.

--TO KEEP MORTGAGED PROPERTY IN GOOD ORDER.

--TO MAKE RENEWALS.

SECTION 6.

That it will not, except as herein allowed, do or suffer to be done any act or thing whereby the lien hereof might or could be impaired, and that it will at all times maintain, preserve and keep the mortgaged premises and every part thereof, with the fixtures and appurtenances thereof, in thorough repair, working order and condition; and that it will from time to time make all needful and proper repairs, renewals, replacements, additions, betterments, and improvements, so that the operations and business thereof and every part thereof shall at all times be conducted with safety and expedition; and whenever any portion of the mortgaged premises or said fixtures or appurtenances shall be worn out or destroyed or shall have become obsolete, inefficient or otherwise unfit for use, it will procure substitutes of at least equal value and capacity so that at all times the value and capacity of said mortgaged premises and the fixtures and appurtenances thereof shall be fully kept up; and at all times it will set apart, use and apply for that purpose so much of the revenue of the property mortgaged as may be required for such maintenance.

COVENANT TO FILE STATEMENT OF PROPERTY AND INDEBTEDNESS.

SECTION 7.

That it will, within six months from the date of the execution and delivery of this indenture, file with the Corporate Trustee a written statement in such reasonable detail as the Corporate Trustee may require, signed by its President or a Vice President and verified by its chief accounting officer, setting forth all the property, rights, privileges and franchises, owned by it, wherever located, at the date of this indenture and subject to the lien hereof, which statement shall include a schedule of the several parcels of real estate owned by it on said date.

From time to time as additional parcels of real estate shall be acquired by it subsequent to the date of this indenture and become subject to the lien hereof, it will notify the Corporate Trustee of such acquisition and furnish such description of such real estate as the Corporate Trustee may reasonably require.

FIRE INSURANCE.

SECTION 8.

That it will at all times keep such parts of the mortgaged premises as are liable to be destroyed or injured by fire insured against loss or damage to the extent that such property is usually insured. The proceeds of any such insurance received by the Corporation, if not required to be otherwise used by the terms of any prior mortgage covering the property in respect of which such insurance is paid, shall be applied by the Corporation to any one or more of the purposes specified in Section 5 of Article Sixth hereof.