

THE BONDS DESCRIBED IN THIS INDENTURE. SAID CERTIFICATE SHALL BE SUBSTANTIALLY IN THE FORM HEREINBEFORE SET OUT AND WHEN DULY EXECUTED BY SAID TRUSTEE SHALL BE CONCLUSIVE EVIDENCE THAT THE BONDS SO CERTIFIED HAS BEEN DULY ISSUED HEREUNDER AND IS ENTITLED TO THE BENEFIT OF THIS INDENTURE. THE CERTIFICATE OF THE SAID TRUSTEE MAY BE SIGNED BY ITS PRESIDENT OR ITS VICE-PRESIDENT OR CASHIER. BEFORE CERTIFYING ANY BOND UNDER THIS INDENTURE SAID TRUSTEE SHALL DETACH AND CANCEL ALL MATURED COUPONS BELONGING THERETO AND DELIVER THE SAME TO THE COMPANY.

ARTICLE II.

COVENANTS OF THE COMPANY.

SECTION 1. THE COMPANY COVENANTS THAT IT WILL PROMPTLY PAY THE PRINCIPAL AND INTEREST OF EVERY BOND ISSUED HEREUNDER AND SECURED HEREBY, ALL IN GOLD COIN OF THE UNITED STATES OF AMERICA, OF THE PRESENT STANDARD OF WEIGHT AND FINENESS, AT THE DATES AND PLACES AND IN THE MANNER DESCRIBED IN SUCH BONDS, AND THE COUPONS ATTACHED THERETO, AND THAT SAID PRINCIPAL AND INTEREST SHALL BE PAID WITHOUT DEDUCTION FOR ANY TAXES (EXCEPT FEDERAL INCOME TAX,) UNDER THE LAW NOW IN FORCE IMPOSED BY THE UNITED STATES, OR ANY STATE OR DIVISION THEREOF, WHICH THE COMPANY OR THE TRUSTEE MAY BE REQUIRED OR PERMITTED TO PAY THEREON OR TO RETAIN THEREFROM UNDER OR BY REASON OF ANY PRESENT OR FUTURE LAW.

SECTION 2. THE COMPANY FURTHER COVENANTS THAT IT WILL KEEP AND PERFORM ALL VALID AND LAWFUL OBLIGATIONS AND REGULATIONS NOW OR HEREAFTER IMPOSED ON IT BY CONTRACT, OR PRESCRIBED BY LAW OR ORDINANCE AS A CONDITION OF THE CONTINUED ENJOYMENT OF ANY RIGHTS, PRIVILEGES OR FRANCHISES NOW OWNED OR HEREAFTER ACQUIRED BY THE COMPANY.

SECTION 3. THE COMPANY COVENANTS THAT, EXCEPT AS TO THAT PROPERTY WHICH MAY HEREAFTER BE ACQUIRED, IT IS WELL SEIZED OF THE PROPERTY AND PREMISES HEREBY CONVEYED AND MORTGAGED, THAT IT HAS GOOD RIGHT TO CONVEY AND MORTGAGE AND PLEDGE THE SAME, THAT IT IS FREE FROM INCUMBRANCES, AND THAT IT WILL WARRANT AND DEFEND THE SAME AGAINST ALL LAWFUL CLAIMS WHATSOEVER. THAT THE COMPANY WILL SEASONABLY PAY ALL TAXES OR OTHER LAWFUL ASSESSMENTS WHICH MAY BE LEVIED AGAINST THE PROPERTY HEREBY MORTGAGED.

SECTION 4. THE COMPANY COVENANTS THAT IT WILL, UPON REQUEST OF THE TRUSTEE, EXECUTE AND DELIVER TO THE SAID TRUSTEE ANY FURTHER, OTHER OR SUPPLEMENTAL INSTRUMENTS, AND WILL TAKE ANY FURTHER ACTION, THAT MAY BE REASONABLY NECESSARY OR REQUIRED FOR BETTER SECURING AND CONFIRMING UNTO THE TRUSTEE THE MORTGAGED AND PLEDGED PROPERTY OR ANY PART THEREOF, INCLUDING ANY PROPERTY WHICH MAY HEREAFTER BE ACQUIRED.

SECTION 5. THE COMPANY COVENANTS THAT ITS BUSINESS WILL BE CONTINUOUSLY CARRIED ON AND CONDUCTED IN AN EFFICIENT MANNER; THAT ITS PROPERTIES WILL BE KEPT IN REPAIR AND MAINTAINED IN A STATE OF OPERATING EFFICIENCY CORRESPONDING TO THE PROGRESS OF THE INDUSTRY; THAT IT WILL KEEP A PROPER RECORD OF ITS ACCOUNTS, DEALINGS AND BUSINESS AND THAT SUCH RECORD SHALL BE OPEN TO INSPECTION OF THE TRUSTEE AT ANY TIME; THAT IT WILL KEEP ITS OFFICE FURNITURE AND FIXTURES PROPERLY PROTECTED BY INSURANCE AND THAT ALL POLICIES OF INSURANCE SHALL BE PAYABLE TO THE SAID TRUSTEE AS INTEREST MAY APPEAR.

SECTION 6. THE COMPANY COVENANTS THAT DURING THE LIFETIME OF THIS TRUST ALL IMPROVEMENTS AND BETTERMENTS TO ITS TELEPHONE SYSTEM SHALL BE MADE UNDER THE SUPERVISION OF THE TRUSTEE, AND THAT NO UNUSUAL EXPENDITURE SHALL BE MADE WITHOUT THE APPROVAL OF THE SAID TRUSTEE.

ARTICLE III

REDEMPTION OF BONDS AND SINKING FUND

SECTION 1. THE COMPANY MAY AT ITS OPTION AND AS PROVIDED BY THIS ARTICLE REDEEM