

such sums as may be necessary to pay the accrued interest and premium, if any, on any bonds purchased or redeemed pursuant to this Article.

ARTICLE III.

ADDITIONAL COVENANTS OF THE COMPANY

Section 1. The Company covenants that, so long as any of the Bonds of the 3 5/8% Series due 1980 are outstanding, it will not declare or pay any dividends (excepting stock dividends) on any share or shares of its common stock, or apply any of the funds or assets of the Company (excepting the proceeds from the sale of other shares of stock), to the purchase or retirement of any share or shares of common stock, in excess of the net income of the Company derived from the operation of its business after December 31, 1950, plus the sum of \$500,000, and that no such dividends will be paid or purchase or retirement of its common shares made at a time when the Company shall be in default under any of the provisions of said Indenture.

ARTICLE IV.

CONVEYANCE OF ADDITIONAL PROPERTY

Section 1. The Company does, by these presents, hereby grant, bargain, sell, convey, confirm, mortgage, pledge, assign, transfer and set over unto the Bank of America National Trust and Savings Association and William C. Koenig, as Trustees, and to their successors in trust, all of the property described in the schedule attached hereto and marked Schedule "A", to which reference is hereby made, and the same is made a part hereof with the same force and effect as if herein set forth at length, to have and to hold said property in trust as a part of the mortgaged and pledged property under said Indenture and subject to all of the terms and conditions of said Indenture and of all indentures supplemental thereto; provided, however, that nothing herein contained shall be construed to be a limitation upon the provisions of said Indenture for the vesting under said Indenture of all property of the Company acquired subsequent to the date of said Indenture, it being the intention of the parties hereto that all property of the Company owned on the date of said Indenture or thereafter or hereafter acquired, subject to the rights reserved in said Indenture by the Company, shall be covered by the granting and pledging clauses of said Indenture.

ARTICLE V.

MISCELLANEOUS PROVISIONS.

Section 1. All of the covenants, stipulations, promises and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

Section 2. This Supplemental Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

Section 3. This Supplemental Indenture is dated, for convenience, May 1, 1951, although executed and delivered on the date of the acknowledgement hereof by the Trustees, and the same shall be effective from the date on which it is so executed and delivered.

IN WITNESS WHEREOF, WEST COAST TELEPHONE COMPANY has caused this Supplemental Indenture to be signed in its name and behalf by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, duly attested by its Secretary, or one of its Assistant Secretaries, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, to