

Trust to term- the amount necessary so to redeem all the outstanding bonds issued under
 inate on deposit of cash necessary this indenture (if they shall be redeemable and shall all have been duly
 to redeem all bonds called for redemption), together with proof by affidavit that said notice
 or notices of redemption have been given as hereinbefore provided for, and
 on payment to the Corporate Trustee of all its costs, charges and expenses
 in relation thereto or otherwise under this indenture, the Trustees shall
 if requested in a writing by the Telephone Company, signed by its President
 or a Vice president, but not otherwise, cancel and satisfy this indenture
 and cause the same, at the expense of the Telephone Company to be discharg
 ed of record, and shall release and assign or cause to be released and
 assigned, to the Telephone Company all their interest in the mortgaged
 premises, and shall deliver to the Telephone Company or upon its order,
 signed as aforesaid, all securities and moneys then held by the Corporate
 Trustee under the provisions hereof other than the moneys deposited under
 this Section 2 of Article Fifth. The moneys so deposited with the Corp
 orate Trustee shall be applied by it to the payment of the bonds issued
 under this indenture at the redemption rate or rates, with accrued interest
 to the interest day or days designated for redemption.

Redeemed bonds
 to be cancelled.

Section 3. All bonds redeemed and paid under this Article
 Fifth shall be cancelled and surrendered to the Telephone Company.

ARTICLE SIXTH.
 Particular covenants of the Telephone Company.

The Telephone Company hereby covenants and agrees as herein
 after in this Article Sixth set forth:

Covenant to
 pay principal
 and interest.

Section 1. That it will pay duly and punctually the princip
 al and interest of every bond authenticated and delivered by the Corporate
 Trustee under this indenture, at the dates, place or places and in the
 manner mentioned in such bonds or any coupons thereto belonging, according
 to the true intent and meaning thereof. The interest on the coupon bonds
 until maturity shall be payable only upon the presentation and surrender
 of the several coupons for such interest as the respectively mature, and
 when paid, such coupons shall forthwith be cancelled. The interest on the
 registered bonds without coupons shall be payable only to the registered
 holders thereof.

Covenant not
 to extend or
 refund coupons.

That it will not, directly, or indirectly, extend or assent
 to the extension of, the time for payment of any coupon or claim for
 interest on any bond secured hereby, and that it will not, directly or
 indirectly, be a party to any arrangement therefor by purchasing or funding
 said coupons or claims for interest or in any other manner.

Covenant to
 keep St. Louis
 and Manhattan
 offices.

Section 2. That it will cause an office or agency to be
 maintained by it in the City of St. Louis, Missouri, as long as the principal
 or interest of any bonds issued hereunder is there payable, and an office
 or agency to be maintained by it in the Borough of Manhattan, City of New
 York, as long as the principal or interest of any bonds issued hereunder
 is there payable, where the bonds and coupons may be presented for payment
 as respectively specified therein, and where notices and demands in respect