

of the bonds and coupons issued under this indenture may be served, and will, by written notice, designate such office or agency to the Corporate Trustee. In case the Telephone Company shall fail so to do, presentation for payment may be made and notice and demand served at the principal office in said Borough of Manhattan of the Corporate Trustee or of any successor to it in the trust.

Covenant to give further assurances.

Section 3. That at any and all times it will do, execute and deliver, or will cause to be done, executed, acknowledged and delivered by any other corporation or person obligated to the Telephone Company so to do, all and every such further acts, deeds, conveyances, mortgages and transfers and assurances as the Corporate Trustee or the Trustees shall reasonably require for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustees all and singular the property, rights, privileges, and franchises hereby conveyed or assigned, or intended so to be, or which the Telephone Company may hereafter become bound to convey or assign to the Trustees.

Covenant as to title.

Section 4. That it has good title to and is possessed of the lands and other property described in the granting clauses hereof and there by granted, and the Telephone Company will warrant and defend the title to said lands and other property as well as to any lands and other property hereafter made subject to the lien of this indenture, to the Trustees, their successors in the trust and their assigns, for the benefit of the holders of bonds secured hereby against claims and demands of all persons whomsoever; subject, however, in so far as affected thereby, to the liens described or referred to in the granting clauses hereof and in the case of any such lands and other property hereafter subjected to the lien of this indenture to the liens and encumbrances thereon, if any, at the time they shall become subject to the lien of this indenture.

Covenant not to create prior liens.

Section 5. That it will not voluntarily create, or suffer to be created, any debt, lien or charge having priority over the lien of this indenture, upon the trust estate, but it shall not be required to pay any such debt, lien or charge so long as it shall, in good faith, and by appropriate proceedings, contest the validity thereof, unless thereby, in the judgment of the Corporate Trustee, the security afforded by this indenture will be materially endangered. That it will not increase the outstanding issue of bonds under any underlying mortgage now or hereafter a lien upon the mortgaged premises or any part thereof; and that it will duly and punctually pay the interest on all such bonds and the principal thereof at maturity or duly extend or renew the principal thereof; provided, that the underlying obligations referred to in the granting clause hereof shall be duly paid at maturity.

not to issue more underlying bonds.

Covenant to pay taxes.

Section 6. 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