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profits of the Telephone Company, 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; and if any other corporation at any time while two thirds or more of its issued capital stock shall be subject to this indenture shall fail to pay all such taxes and assessments lawfully imposed upon the property of such corporation or upon the income and profits thereof, then the Telephone Company itself will pay the same or make adequate provision for the satisfaction and discharge thereof; provided, however, that the Telephone Company or any such other 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.

Section 7. 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 time 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

to keep mortgaged property in good order.

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 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 use and apply for that purpose so much of the revenue of the property mortgaged as may be required.

to make renewals.

Covenant to file statement of property and indebtedness.

Section 8. That it will, within six months from the date of the execution and delivery of this indenture, file with the Corporate Trustee (a) a written statement in such reasonable detail as the Corporate Trustee may require setting forth all the property, rights, privileges and franchises, owned by it 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, and subject to the lien of this indenture, and (b) a detailed statement of its total outstanding bonded debt on said date, both of which statements shall be signed by its President or one of the Vice Presidents and verified by its chief accounting officer.

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 9. That it will at all times keep such parts of the mortgaged premises as are liable to be destroyed or injured by fire insured