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remedy or claim under or in respect of this indenture or any covenant, condition or provision herein contained. All its covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Telephone Company, the Trustees and the holders of the bonds and interest obligations hereby secured.

Power of
Executive
Committee.

Section 3. Wherever any action is required or may be taken hereunder by vote or otherwise of the Board of Directors of the Telephone Company, such action may be taken by the Executive Committee of such Board with the same force and effect as though taken by the Board of Directors anything contained in this indenture to the contrary notwithstanding.

Supplemental
Indentures.

Section 4. The Telephone Company, when authorized by resolution of its Board of Directors, and the Trustees, or either of them, from time to time and at any time, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes:

(a) To add to the limitations on the authorized amount, date of maturity, issue and purpose of issue of bonds hereunder or of any series of bonds hereunder, other limitations to be thereafter observed during the period when any particular series of bonds is outstanding or otherwise;

(b) To provide for the conversion of the bonds of any particular series, at the option of the holders thereof, into the capital stock of the Telephone Company or of a successor corporation, and the terms and conditions of such conversion;

(c) To vary the provisions contained in Article Fifth hereof in respect of the redemption of bonds other than the Bonds of Series A;

(d) To provide for events of default in addition to those specified in Section 2 of Article Ninth hereof;

(e) To make such provision in regard to to other matters or questions arising under this indenture as may be deemed by the Telephone Company to be necessary or desirable and as shall not be inconsistent with the terms of this indenture.

Execution in
counterparts.

Section 5. For the purpose of facilitating the record hereof, this indenture may be executed in any number of counterparts, each of which shall be and shall be taken to be an original and all collectively but one instrument.

Marginal notes
and index.

Section 6. Any marginal notes hereon or index or table of contents are no part of this indenture and shall not be deemed to affect the the meaning or construction of any of its provisions.

Tax Statement.

The Telephone Company hereby certifies that at the time of the execution and delivery of this mortgage, the total amount of indebtedness which has been advanced or accrued thereon or become secured thereby is Fifty Million Dollars (\$50,000,000).

Testimonium.

IN WITNESS WHEREOF, Southwestern Bell Telephone Company has caused these presents to be signed by its President or one of its Vice Presidents, and its corporate seal to be hereunto affixed, and the same to be attested by its Secretary or an Assistant Secretary, and Guaranty