

Spec. Supp. Tel. Ind. - T-14  
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5. Article II of the Indenture is amended by deleting article II in its entirety and inserting in lieu thereof the following:

"ARTICLE II

"PARTICULAR COVENANTS OF THE CORPORATION

"The Corporation covenants with the Trustee for the benefit of all those who shall from time to time hold notes (hereinafter sometimes collectively called the "noteholders") and each of them, as follows:

"SECTION 1. The Corporation is duly authorized under its articles or certificate of incorporation and bylaws and the laws of the state of its incorporation and all other applicable provisions of law to execute and deliver the First Note and this Indenture and to execute and deliver additional notes and notes to refund, or in renewal of, or in substitution for, outstanding notes; and all corporate action on its part for the execution and delivery of the First Note and of this Indenture has been duly and effectively taken; and the First Note and this Indenture are the valid and enforceable obligations of the Corporation in accordance with their respective terms.

"SECTION 2. The Corporation warrants that it has good right and lawful authority to mortgage the property described in the granting clauses of this Indenture for the purposes herein expressed, and that the said property is free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto or any cloud on the title thereto, except the lien of

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this Indenture, and taxes or assessments not yet due.

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The Corporation will, so long as any of the notes shall be outstanding, maintain and preserve the lien of this Indenture superior to all other liens affecting the Trust Estate, and will forever warrant and defend the title to the property described as conveyed and assigned hereby to the Trustee, for the benefit of the noteholders, against any and all claims and demands whatsoever. The Corporation will promptly pay or discharge any and all obligations for or on account of which any such lien or charge might exist or could be created, and any and all taxes, rates, levies, assessments, liens, claims or other charges imposed upon or accruing upon the Trust Estate, or any part thereof (whether taxed to the Corporation or to the Trustee, or to any noteholder), or the franchises, earnings or business of the Corporation, as and when the same shall become due and payable; and whenever called upon so to do the Corporation will furnish to the Trustee or to any noteholder adequate proof of such payments or discharge.

"SECTION 3. The Corporation will duly and punctually pay the principal of and interest on the notes at the dates and places and in the manner provided therein, according to the true intent and meaning thereof, and all other sums becoming due hereunder.

"SECTION 4. The Corporation will at all times, so long as any of the notes shall be outstanding, take or cause to be taken all such action as from time to time may be necessary to preserve its corporate existence and to preserve and renew all franchises, rights of way, easements, permits and licenses