

ARTICLE NINETEENTH.—The Telephone Company covenants that it will not, prior to any sale or sales made pursuant to any provision herein or pursuant to the decree of any court of competent jurisdiction, apply for, plead or avail itself of any injunction or stay proceedings, or take the benefit or advantage of any extension law, stay law, valuation law, redemption law, appraisal law, or other law of like effect, whether now in force or which may hereafter be in force in any locality where any property or franchises hereby conveyed may be situated, nor after any such sale or sales claim or exercise any right under any law to redeem any property so sold; and said Telephone Company hereby expressly waives all benefit and advantage of any and all such law or laws, and covenants that it will not hinder, delay or impede the execution of any power herein granted, and delegated to the Trustee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

ARTICLE TWENTIETH.—Should any suit or other proceeding be brought against the Trustee by reason of any matter or thing connected with the trust hereby created, or by reason of its being such Trustee, it shall be under no obligation to enter any appearance, defend, counsel or in any way defend such suit or other proceeding, until reasonably indemnified in so doing; but it may appear and defend such suits or proceedings without indemnity, if it elect so to do.

ARTICLE TWENTY-FIRST.—No delay or omission by the Trustee in exercising or enforcing the rights and powers herein granted shall be held to exhaust such rights or powers, or be considered as a waiver thereof; but it is covenanted that holders of at least three-fourths in amount of said bonds at the respective times outstanding may by an instrument in writing, prior to sale hereunder, whether before or after the institution of proceedings to enforce such rights or powers, waive or instruct the Trustee to waive any default, except payment of principal of said bonds at maturity; and in that case there shall be no proceedings taken to enforce the rights hereunder for such default or defaults; provided always, that no such action on the part of the holders of said bonds shall extend to or be taken to affect any subsequent default or impair the rights resulting therefrom.

ARTICLE TWENTY-SECOND.—Said Trustee shall be entitled to be reimbursed for all proper outlays of every sort or nature by it made or incurred in the acceptance and discharge of the trusts hereunder, and for all damages sustained or incurred by it by reason or on account of any negligence of any attorneys, agents or servants selected and retained with reasonable care in the performance of the trusts hereunder; and said Trustee is to receive reasonable and proper compensation for any duties that it may at any time perform in the discharge of said trusts; any duties required by bondholders connected with or growing out of the registration of bonds to be paid by the bondholders. All such outlays, damages, disbursements and compensations shall constitute a lien on the mortgaged property prior to all bonds and coupons hereby secured.

In case at any time it shall be necessary or proper for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action, or doing or not doing anything hereunder, the certificate of the Telephone Company under its corporate seal, attested by the signature of its then president or vice-president, shall be sufficient evidence to protect the Trustee in any action that it may take by reason of the supposed existence of such fact.

It shall be no part of the duty of the Trustee to see to the recording of this indenture as a mortgage or conveyance of real or personal property, nor to see to the recording of any mortgage or other instrument of further assurance or to do any other act which may be suitable or proper to be done for continuing the lien of this indenture or such other instrument, or for giving notice of the existence of such lien. Said Telephone Company covenants to cause this deed and instruments of further assurance to be properly recorded, and to do and perform all acts necessary to keep valid the lien hereby created or intended so to be, and to preserve and protect the rights of the holders of said bonds. The Trustee is not required to pay any liens, taxes, or assessments on any property hereby conveyed.

The Trustee shall be under no obligation to recognize any person, firm or corporation as holder or holders, owner or owners, of one or more of the bonds secured hereby, or to do or refrain from doing any act pursuant to the request or demand of any such holders or owners, until such holders or owners shall deposit said bonds with the Trustee.

All recitals herein are made on behalf of the Telephone Company and the Trustee assumes no responsibility as to the correctness of any statement herein contained. As a condition precedent to the acceptance of the trusts herein, it is agreed that the Trustee has no responsibility as to the validity of this mortgage indenture, nor as to its execution or acknowledgment, nor as to the amount or extent of the security afforded by the property hereby conveyed, and the Trustee shall not be in any way liable for the consequences of any breach on the part of the Telephone Company of its covenants herein contained, nor for anything hereunder except its own willful negligence.

ARTICLE TWENTY-THIRD.—If any bond issued hereunder and its coupons be mutilated, destroyed, or lost, the Telephone Company, in its discretion, upon conditions prescribed by its Board of Directors, may issue and the Trustee in its discretion may certify, a new bond of like tenor, amount and date, bearing the same serial number, in exchange and upon cancellation of any bond and coupons mutilated, or in lieu of any bond and coupons destroyed or lost, upon filing with the Trustee satisfactory evidence that such bond and coupons were destroyed or lost, and furnishing the Telephone Company and the Trustee with indemnity satisfactory to them and paying all the expenses incident to the issue of the new bond or bonds; and such new bond with

Position and Other Rights Continue.

Tel. Co. not to Avail itself of Any Redemption Law, etc., but Waives Benefit of Any such Law.

If Suit Brought Against Trustee, it is under no obligation to Defend, Until Indemnified; but may defend without.

No Delay in Enforcing Rights to Exhaust Same: Holders of 3/4s of Bonds Outstanding May Waive, or Instruct Trustee to Waive, any Default, Except Principal at Maturity; No Such Action to Affect subsequent Default.

Trustee to be reimbursed for Outlays in Discharge of Trust and for damages; to receive Compensation for Duties in the Trust.

Same: In Case necessary, Trustee to Investigate any Fact, Certificate of Tel. Co. to Protect Trustee. Same: Not Duty of Trustee to record Mortgage Tel. Co. To Record and Keep Valid.

Same; Trustee not to Recognize any person as holder of Bond until he deposits same. Same: Recitals made by Tel. Co.; Trustee has No Responsibility.

Same; Trustee has no responsibility as to Validity of Mortgage, Nor as to Security Afforded by property conveyed; Not liable for Breach of covenants by Tel. Co. Only for Willful Negligence.

If Any Bond Mutilated, Destroyed, or Lost Tel. Co. May Issue and Trustee Certify a New Bond upon Owner