

## MORTGAGE RECORD 85

## ARTICLE XIII.

## NO RECOURSE AGAINST INCORPORATORS, STOCKHOLDERS, OFFICERS OR DIRECTORS.

No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any indenture supplemental hereto or in any bond or coupon issued hereunder or because of the creation of any indebtedness hereby authorized shall be had against any incorporator, or against any stockholder, director or officer (as such), past, present or future, of the Corporation or of any predecessor or successor corporation, either directly or through the Corporation or through any such predecessor or successor corporation, by virtue of any constitutional provision, statute or rule of law or equity, or by the enforcement of any assessment or penalty, or otherwise in any manner; it being expressly agreed and understood that this Indenture and the obligations issued hereunder or under any indenture supplemental hereto are solely corporate obligations and that no personal liability whatever, under any circumstances or conditions, shall attach to or be incurred by the incorporators, stockholders, officers or directors (as such) of the Corporation or of any predecessor or successor corporation, or any of them, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any indenture supplemental hereto or in any of the bonds or coupons issued hereunder, or implied therefrom; all such liability being expressly waived and released by every holder or registered owner of the bonds or coupons by his acceptance thereof and as part of the consideration for the issue thereof.

## ARTICLE XIV.

## DISCHARGE OF INDENTURE.

If the Corporation, or its successors or assigns, shall pay or cause to be paid to the holders and registered owners of all bonds and the holders of all coupons then outstanding the principal thereof and interest to become due thereon and any premium which may be due and payable thereon, at the times and in the manner stipulated therein, and if the Corporation shall keep, perform and observe all and singular the covenants and promises in such bonds and coupons and in this Indenture and in every indenture supplemental hereto expressed to be kept, performed or observed by it or on its part, then (at the option of the Corporation, evidenced by a Resolution, as herein defined) this Indenture and the estate and the rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall, upon the request of the Corporation and at its expense, cancel and discharge the lien of this Indenture, and execute and deliver to the Corporation such deeds or other instruments as shall be requisite to satisfy the lien hereof, and shall reconvey to the Corporation the estate and title hereby conveyed, and shall assign and deliver to the Corporation any property hereby conveyed and subject to the lien of this Indenture which may then be in its possession. Subject, in case of the redemption of bonds, to the provisions of Section 5 of Article VI hereof, bonds and coupons for the payment or redemption of which sufficient moneys shall have been deposited with or paid to or set apart in trust by the Trustee (whether upon or prior to the maturity or the redemption date of such bonds) shall be deemed to be paid for the purposes of the foregoing provisions of this Article XIV; provided that such moneys shall be immediately available for payment to the holders or registered owners of the bonds to be paid or redeemed upon presentation and surrender thereof.

## ARTICLE XV.

## SUPPLEMENTAL INDENTURES.

## Section 1. Purposes for which Supplemental Indentures May Be Executed.

In addition to any supplemental indenture otherwise authorized or permitted by this Indenture, the Corporation pursuant to resolutions adopted by its Board of Directors, and with the authorization, approval or consent, if required of any governmental body at the time having jurisdiction in the premises, may, at any time and from time to time, subject to the conditions and restrictions in this Indenture contained, execute an indenture or indentures supplemental hereto (which thereafter shall form a part hereof) for any one or more or all of the following purposes:

(a) To add to the conditions, limitations and restrictions of the authorized amount, terms, provisions, purposes of issue, authentication and delivery of bonds specified in Article I and Article II hereof, other conditions, limitations and restrictions thereafter to be observed with respect to the bonds or any one or more series thereof;

(b) To add to the covenants and agreements of the Corporation contained in this Indenture, other covenants and agreements thereafter to be observed by the Corporation;

(c) To provide for the creation of any series of bonds other than Series A; provided that the terms and conditions of the issue of such bonds shall not be contrary to or inconsistent with the provisions of this Indenture;

(d) To evidence the succession of another corporation to the Corporation, or successive successions, and the assumption by a successor corporation of all covenants and obligations of the Corporation hereunder and the acceptance by such successor corporation of the provisions, covenants and conditions contained in the bonds and coupons issued hereunder and in this Indenture and in any every supplemental indenture;

(e) To correct the description of any property hereby mortgaged or pledged or intended so to be; and to convey, transfer and assign to the Trustee, and to subject to the lien of this Indenture, with the same force and effect as though included in the granting clauses hereof, additional properties, rights and franchises hereafter acquired by the Corporation through consolidation or merger, or by purchase, or in any other manner whatsoever;

(f) To add to the provisions, covenants and conditions hereof, additional provisions, covenants or conditions thereafter to be observed, kept or performed by the Corporation or by the Trustee, for the purpose of incorporating herein any provision, covenant or condition required by the Trust Indenture Act of 1939, or any amendments thereto, to be contained in an indenture to be qualified under that Act;

(g) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provisions contained in this Indenture or in any indenture supplemental hereto;

(h) For any other purpose not inconsistent with the terms of this Indenture.

## Section 2. Trustee Authorized to Execute Supplemental Indentures.

The Trustee is hereby authorized to join with the Corporation in the execution of any supplemental indenture authorized or permitted by the provisions of this Indenture and to make the further agreements and stipulations which may be therein contained, and the Trustee in executing any supplemental indenture shall be fully protected in relying on an Opinion of Counsel, as herein defined, that such supplemental indenture is authorized or permitted by the provisions of this Indenture and is not inconsistent therewith.

## ARTICLE XVI.

## DEFINITIONS OF TERMS AND REQUIREMENTS AS TO CERTIFICATES AND OPINIONS.

Section 1. For all purposes of this Indenture (unless the context otherwise requires) the terms specified in the succeeding sections of this Article shall have the meanings stated in those sections. Furthermore, all Certificates and Opinions called for in this Indenture shall (unless the context otherwise requires) fulfill the requirements prescribed as to such Certificates and Opinions in Section 25 of this Article XVI.

Section 2. The term "Corporation" shall mean the party of the first part to this Indenture, The American Telephone Company, and shall also include (subject to the provisions of Article XII of this Indenture) any successor corporation as defined in said Article XII.

Section 3. The term "Trustee" shall mean Old Colony Trust Company, one of the parties of the second part to this Indenture, and shall also include its successors in the trust hereby created.

Section 4. The terms "the lien hereof" and "the lien of this Indenture" shall mean the lien created by this present instrument (including specifically, but without limitation, the after-acquired property clauses of this Indenture) and also the lien created by any concurrent or subsequent conveyances to the Trustee under this Indenture (whether made by the Corporation, or by any other individual, partnership or corporation), which conveyances effectively constitute any property a part of the security held by the Trustee upon the terms and trusts and subject to the conditions specified in this Indenture.