

(3) commissions received from the operation of public tele-
phones in the building.

"Indenture" shall mean this instrument as originally executed or,
if supplemented, modified or amended, as the same may from time to
time be so supplemented, modified or amended.

"Independent", when applied to any person signing any certificate
or report, shall mean such a person who (1) is in fact independent of
the Company and its Subsidiaries, (2) does not have any substantial
ownership interest, direct or indirect, in the Company or any Subsidiary
and (3) is not connected with the Company, a Subsidiary or any other
Affiliate, as an officer, employee, promoter, underwriter, trustee, director
or person performing similar functions, and is not himself an Affiliate.

"lien hereof" and "lien of the Indenture" shall mean the lien
created by the Indenture.

"Mortgaged Property" shall mean as of any particular time the
properties and rights which at such time are subject to the lien of the
Indenture.

"Mortgagee" shall mean The Penn Mutual Life Insurance Com-
pany, party of the third part hereto, and its successors and assigns
as holder of Notes.

"Notes": See preambles.

"Opinion of Counsel" shall mean an opinion in writing signed by
legal counsel (who may be of counsel to the Company) satisfactory to
the Mortgagee.

"person" shall mean an individual, corporation, partnership,
joint venture, trust, estate, unincorporated organization or govern-
ment or an agency or political subdivision thereof.

"quarter-annual installment date" shall mean any March 1, June
1, September 1 and December 1 during the period beginning March 1,
1981 and ending December 1, 1999.

"quarter-annual installment payment" shall mean any regular
payment of principal and interest required to be made on any quarter-
annual installment date pursuant to the terms of the Notes.