

SOUTH CAROLINA CONTINENTAL TELEPHONE COMPANY

To

CITY NATIONAL BANK AND TRUST COMPANY OF CHICAGO

AND

ARTHUR T. LEONARD

TRUSTEES

SUPPLEMENTAL INDENTURE

DATED AS OF JULY 1, 1941.

THIS SUPPLEMENTAL INDENTURE for convenience dated as of the first day of July, 1941, by and between SOUTH CAROLINA CONTINENTAL TELEPHONE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, hereinafter sometimes termed the "Company", party of the first part, and CITY NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing under and by virtue of the laws of the United States of America and having its principal office in the City of Chicago in the State of Illinois, and ARTHUR T. LEONARD, WHO is a resident of the City of Evanston in the State of Illinois, as Trustees, parties of the second part, said City National Bank and Trust Company of Chicago and Arthur T. Leonard being hereinafter sometimes termed the "Trustees," said City National Bank and Trust Company of Chicago being hereinafter sometimes termed the "Trustee", and said Arthur T. Leonard being hereinafter sometimes termed the "Co-Trustee,"

WITNESSETH:

WHEREAS the Company has heretofore executed and delivered its Indenture of Mortgage (hereinafter referred to as the "Original Indenture") dated as of July 1, 1936, but actually executed and delivered on May 7, 1937, to the above mentioned Trustees to secure an authorized issue of First Mortgage Bonds of the Company, issuable in series; and

WHEREAS the Original Indenture provided for the creation of an initial series of bonds known as First Mortgage 5% Twenty-Five Year Bonds, Series A, and certain of said bonds of Series A have been issued and are now outstanding; and

WHEREAS the Original Indenture provides, among other things, that additional bonds of any series created pursuant to the terms thereof may be issued upon the terms and conditions therein set forth, and the Original Indenture further provides that in case of the creation of a new series of bonds the Company shall execute and deliver to the Trustees a Supplemental Indenture creating such series, setting forth the text of the form of such bonds and the coupons, if any, appertaining thereto, as well as any and all special provisions created or undertaken by the Company in respect of the bonds of such series; and

WHEREAS the Company desires by this Supplemental Indenture to create and to define the terms and provisions of the second series of bonds to be issued under the Original Indenture, to be designated First Mortgage 4% Twenty-five Year Bonds Series B; and to that end the Company, in the exercise of the powers and authority conferred upon and reserved to it under and by virtue of the provisions of the Original Indenture, and pursuant to due and proper corporate action duly had and taken at and before the execution and delivery hereof, has duly authorized and directed the execution and delivery of this Supplemental Indenture to the Trustees; and

WHEREAS the Original Indenture further provides that the holders of seventy-five per cent (75%) in principal amount of all bonds thereby secured and at the time outstanding, by an instrument or instruments in writing signed by such holders and filed with the Trustee, shall have power to assent to and authorize any modification of any of the provisions of the Original Indenture that shall be proposed by the Company, subject to certain limitations in the Original Indenture expressed; and

WHEREAS the Company further desires by this Supplemental Indenture to modify certain of the provisions of the Original Indenture as hereinafter stated, and the holder of all of the bonds at the time outstanding under the Original Indenture has filed with the Trustee its written assent to and authorization of such modifications; and

WHEREAS all conditions and requirements necessary to make this Supplemental Indenture is the form and terms hereof a valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed, have been done, performed and fulfilled and the execution and delivery hereof in the form and terms hereof have been in all respects duly authorized.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollars (\$1) to the Company duly paid by the Trustees at and before the ensealing and delivery hereof, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustees and their respective successors in the trusts under the Original Indenture, for the equal and pro rate benefit of all present and future holders of the bonds issued thereunder and of the coupons, if any, to be attached thereto, without any preference, priority or distinction whatsoever as follows: