

with reasonable diligence if within such arbitrary period of time as shall be determined by the Trustee no tender is made at a lower price.

All bonds and coupons deposited, purchased or redeemed under or through the operation of the Special Trust Fund in this section provided shall be by the Trustee canceled and incinerated, and shall not thereafter be made the basis for the issuance of additional bonds hereunder.

All cash from time to time deposited with the Trustee under the provisions of this section shall constitute pledged funds under the Original Indenture until disbursed or applied by the Trustee as herein provided.

ARTICLE FOUR.

THE TRUSTEES.

SECTION 4.01. The Trustee hereby accept the trusts hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth.

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals herein contained, all of which recitals are made solely by the Company nor shall the Trustee be answerable or accountable for anything whatsoever in connection with this Supplemental Indenture except for its or his own wilful misconduct or gross negligence. In general each and every term, provision and condition contained in article eleven of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omission, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE FIVE.

MISCELLANEOUS PROVISIONS.

SECTION 5.01. All of the covenants, stipulations, promises and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not. In all respects not inconsistent herewith the Original Indenture is hereby ratified, approved and confirmed.

SECTION 5.02. The amount of additional obligations to be forthwith issued under the Original Indenture is Six Hundred Thousand Dollars (\$600,000).

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed by its president or by one of its vice presidents, and its corporate seal to be hereto affixed and said seal to be attested and this indenture to be countersigned by its secretary or by one of its assistant secretaries, and said City National Bank and Trust Company of Chicago to evidence its acceptance of the trusts hereby created and vested in it has caused its corporate name to be hereto subscribed by one of its vice presidents, and its corporate seal to be hereto affixed and said seal to be attested and this indenture to be countersigned by its secretary or by one of its assistant trust officers, and said Arthur T. Leonard, to evidence his acceptance of the trusts hereby created and vested in him, has hereunto set his hand and seal, all as of the first day of July, 1941, but actually on this 17th day of July, 1941.

SOUTH CAROLINA CONTINENTAL TELEPHONE COMPANY

By.....V..E..Chaney.

President.

Attested: Countersigned:

H. L. Draper

Assistant Secretary

Signed, sealed, acknowledged and delivered by South Carolina Continental Telephone Company in the presence of the undersigned, who hereby attest as witnesses thereof:

Ranford Dunlap

P. L. Cowan



CITY NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Trustee,

By Harry R. Moore

Vice President.

Attested:

Countersigned:

W. T. Anderson

Assistant Trust Officer

Signed, sealed, acknowledged and delivered by City National Bank