

THIS SUPPLEMENTAL INDENTURE, dated this 15th day of August, 1946, 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",

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage, 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 has heretofore executed and delivered to said Trustees its Supplemental Indenture dated, respectively, as of November 1, 1939, as of July 1, 1941, September 10, 1941, February 19, 1942 and June 25, 1945 (which Indenture of Mortgage and Supplemental Indentures are hereinafter sometimes collectively referred to as the "Original Indenture"); and

WHEREAS, the Original Indenture provided for the creation of a series of bonds known as First Mortgage 4% Twenty-Five Year Bonds, Series B, which bonds are now outstanding in the aggregate principal amount of \$310,000 and constitute the only bonds outstanding under the Original Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to amend the Original Indenture in the respects hereinafter set forth; and

WHEREAS, at or prior to the execution and delivery hereof the Board of Directors and the Stockholders of the Company, pursuant to due and proper corporate action, have duly authorized the execution and delivery of this Supplemental Indenture to the Trustees; and

WHEREAS, the holder and owner of all bonds outstanding under the original Indenture has consented to the execution and delivery of this Supplemental Indenture and to the amendment of the Original Indenture, upon the terms provided in this Supplemental Indenture; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture in 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 Dollar (\$1) to the Company duly paid by the Trustees at and before the enrolling 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 rata 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:

Section 1. Subdivision (m) of Section 1.01 of the Original Indenture is hereby amended in its entirety so that as so amended the same shall read as follows:

"(m) 'Physical property additions' - -any and all additions to and extensions of the mortgaged property made or acquired after July 1, 1945, and any and all properties acquired or constructed by the Company after such date and used or useful in the business of providing telephone service within the State of South Carolina or any state or states contiguous to the State of South Carolina including (1)