

and in and to all extensions and improvements of and additions to the property described above in (a) and (b), including all buildings, plants works, structures, improvements, fixtures, apparatus, materials, supplies, machinery, tools, implements, poles, posts, crossarms, conduits, ducts, lines, whether underground or overhead or otherwise, wires, cables, exchanges, switchboards, desks, testboards, frames, racks, motors, generators, batteries and other items of central office equipment, subscriber station equipment, including house wiring and protectors, instruments, connections and appliances, office furniture and equipment, work equipment, and any and all other property of every kind, nature and description, used, useful or acquired for use by the Mortgagor in connection with the property described above in (a) and (b), or the extensions and improvements thereof or additions thereto; and also all right, title and interest of the Mortgagor in and to any and all other telephone properties or systems at any time or times hereafter constructed or acquired by the Mortgagor and all extensions and improvements thereof or additions thereto; together with any and all other property of every kind, nature and description, used, useful or acquired for use by the Mortgagor in connection therewith, wherever located in the above-mentioned State or States, including, without limitation, all property of the classes hereinabove listed;"

and (2) adding at the end of the description of the "Mortgaged Property" in the said granting clauses, after paragraph "VI" thereof, the following proviso:

"Provided, however, that except as hereinafter provided in section 12(b) of article II hereof, no automobiles, trucks, trailers, tractors or other vehicles owned or used by the Mortgagor shall be included in the Mortgaged Property."

4. Article I of the Mortgage is amended by deleting Section 1 and 2 thereof and inserting in lieu thereof the following:

SECTION 1. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time execute and deliver to United States of America one or more additional notes to evidence loans made by United States of America pursuant to the Act. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may also from time to time execute and deliver one or more notes to refund any note or notes at the time outstanding and secured hereby, or in renewal of, or in substitution for, any such outstanding note or notes. Additional notes and refunding renewal and substituted notes shall contain such provisions and shall be executed and delivered upon such terms and conditions as the board of directors of the Mortgagor, in the resolution or resolutions authorizing the execution and delivery thereof, shall prescribe; provided, however, that the notes at any one time secured hereby shall not exceed five million dollars (\$5,000,000) in aggregate principal amount, and no note shall mature more than fifty (50) years after the date hereof. Additional notes and refunding, renewal and substitute notes, when and as executed and delivered, shall be secured by this Mortgage, equally and ratably with all other notes at the time outstanding, without preference, priority, or distinction of any of the notes over any other of the notes by reason of the priority of the time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof.

SECTION 2. The Mortgagor when authorized by resolution or resolutions of its board of directors, may from time to time execute, acknowledge, deliver, record and file mortgages supplemental to this Mortgage which thereafter shall form a part hereof, for the purpose of formally confirming this Mortgage as security for the First Note, any additional note or notes or for any refunding, renewal or substituted note or notes executed and delivered by the Mortgagor as herein provided. Nothing herein contained shall require the execution and delivery by the Mortgagor of a supplemental mortgage in connection with the issuance hereunder or the securing hereby of the First Note, additional notes or of refunding, renewal or substituted notes, except as hereinafter provided in section 12 of article II hereof."