

<u>DESCRIPTION</u>	<u>PRINCIPAL AMOUNT</u>	<u>FINAL PAYMENT DATE</u>
5.5% Note	\$ 60,000	December 15, 1976
6.0% Note	50,000	November 9, 1982
6.0% Note	38,000	December 4, 1985
6.25% Note	65,000	October 26, 1986; and

WHEREAS, the Mid-Carolina Notes are secured by a certain mortgage, dated as of August 31, 1955, as amended and supplemented by a certain first supplemental mortgage, dated as of October 17, 1956, made by Mid-Carolina to Stromberg-Carlson Corporation and assigned by a certain assignment of mortgage, dated as of November 5, 1956 to Lincoln Rochester Trust Company, as Trustee, under a certain collateral trust indenture, dated as of April 1, 1951, and by mortgages, dated as of November 9, 1962 and December 14, 1965, and by a certain mortgage, dated as of October 26, 1966 as amended and supplemented by a certain supplemental mortgage, dated as of October 21, 1968, all made by Mid-Carolina to Stromberg-Carlson Corporation or its successor by merger, General Dynamics Corporation (hereinafter sometimes called the "Mid-Carolina Mortgage"), (the Rowan Notes, the Thermal Belt Notes and the Mid-Carolina Notes and any refunding, assumption, renewal and substitute note or notes hereafter executed or delivered which are of the same tenor as, and are in lieu of or in substitution for, the Rowan Notes, the Thermal Belt Notes and the Mid-Carolina Notes being hereinafter called the "Notes" and the Mooresville Bonds being hereinafter sometimes called the "Bonds"); and

WHEREAS, the Corporation and each of the Mortgagees and the holders of the Notes and the Mooresville Bonds desire and intend that this Indenture supersede and replace the Rowan Mortgage, the Thermal Belt Mortgage, the Mooresville Mortgage, the Mid-Carolina Mortgage and the Mid-Carolina Loan Agreements with this Indenture and further desire and intend that this Indenture provide the security for and set forth all of the security for the Bonds, including the Mooresville Bonds, and Notes and set forth all of the terms and provisions of the Bonds; and

WHEREAS, each of the Mortgagees and the holders of the Notes and the Mooresville Bonds has given its written consent and authorization to the cancellation of the Rowan Mortgage, the Thermal Belt Mortgage, the Mooresville Mortgage, the Mid-Carolina Mortgage and the Mid-Carolina Loan Agreements, effective upon the authorization, execution, delivery, filing and recording of this Indenture, and to the execution of this Indenture to replace and supersede said mortgages and loan agreements; and

WHEREAS, the Corporation has been duly authorized by action of its Board of Directors to execute and deliver this Indenture to replace