

SUPPLEMENTAL INDENTURE, dated as of March 9, 1962 - - - - -,
 made by and between THERMAL BELT TELEPHONE COMPANY - - - - -
 (hereinafter called the "Corporation"), a corporation organized and
 existing under the laws of the State of North Carolina - - - - -, and
 NORTH CAROLINA NATIONAL BANK* - - - - - (hereinafter
 called the "Trustee"), a banking corporation organized and existing
 under the laws of UNITED STATES OF AMERICA.

WHEREAS, the Corporation, for value received, has heretofore duly authorized
 and executed, and has delivered to the UNITED STATES OF AMERICA (hereinafter called
 the "Government"), the following certain mortgage note or notes (hereinafter collec-
 tively called the "Outstanding Notes"), all payable to the order of the Government,
 in installments:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>FINAL PAYMENT DATE</u>
1. February 18, 1958	\$ 277,000	February 18, 1993
2. February 18, 1958	100,000	February 18, 1993
3. September 4, 1958	400,000	September 4, 1993
4. June 30, 1959	123,000	June 30, 1994
5. June 30, 1959	240,000	June 30, 1994
6. April 6, 1960	100,000	April 6, 1995
7. August 5, 1960	75,000	August 5, 1995
8. August 24, 1961	46,000	August 24, 1996
9. March 9, 1962	253,000	March 9, 1997 ; and

WHEREAS, the Outstanding Notes were issued under and pursuant to a
 certain indenture of deed of trust, dated as of February 18, 1958, made by and
 between the Corporation and the Trustee, as trustees, and are secured by said inden-
 ture of deed of trust, ~~as amended and supplemented by~~ - - - - -
 - - - - -
~~also made by the Corporation and the Trustee (said indenture of deed of trust, as~~
~~amended and supplemented, being hereinafter called the "Indenture"); and~~

WHEREAS, the Government is the owner and holder of the Outstanding Notes;
 and

WHEREAS, it was the intention of the Corporation at the time of the execu-
 tion of the Indenture that the property of the Corporation of the classes described
 therein as being mortgaged or pledged thereby, or intended so to be, whether then
 owned or thereafter acquired, would secure certain notes of the Corporation when
 and as executed and delivered under and pursuant to the Indenture, as from time to
 time amended or supplemented, and it is intended by the Corporation to confirm here-
 by the Indenture as security for the Outstanding Notes, and other notes of the
 Corporation when and as executed and delivered under and pursuant to the Indenture,
 as amended and supplemented hereby; and

WHEREAS, it is further intended to effectuate hereby the intention of the
 Indenture to provide for the further conveying, mortgaging and pledging by supple-
 mental deed of trust or mortgage of property of the Corporation to be conveyed,
 mortgaged or pledged pursuant to the Indenture in order to secure the payment of
 the principal of and interest on notes executed and delivered thereunder and pursu-
 ant thereto; and

WHEREAS, the Corporation, the Trustee and the Government also desire to
 amend the Indenture in certain respects, as hereinafter set forth, preserving,
 nevertheless, the lien of the Indenture upon the premises and property described
 or referred to as being mortgaged or pledged in the Indenture, as amended and
 supplemented hereby; and

WHEREAS, all acts, things, and conditions prescribed by law and by the
 articles of incorporation and bylaws of the Corporation have been duly performed
 and complied with to authorize the execution and delivery hereof and to make the
 Indenture, as amended and supplemented hereby, a valid and binding mortgage to
 secure the Outstanding Notes and other notes of the Corporation when and as exe-
 cuted and delivered under and pursuant to the Indenture, as amended and supplemented
 hereby;

*formerly Security National Bank of Greensboro.