

MORTGAGE OF REAL ESTATE

38575 PROVENCE-JARRARD CO - GREENVILLE

THIS SUPPLEMENTAL INDENTURE dated as of November 1, 1939, 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 in the City of Evanston, in the State of Illinois, as Trustees under the Indenture of Mortgage hereinafter mentioned, parties of the second part, said City National Bank and Trust Company of Chicago and Arthur T. Leonard being hereinafter sometimes termed the "Trustees", and said City National Bank and Trust Company of Chicago being hereinafter sometimes termed the "Trustee," WITNESSETH:

WHEREAS the Company, has heretofore executed and delivered a certain Indenture of Mortgage (hereinafter referred to as the "Indenture"), dated as of July 1, 1936, to said City National Bank and Trust Company of Chicago, and Arthur T. Leonard, as Trustees, for the purpose of securing bonds of the Company to be issued thereunder without limit as to aggregate principal amount except as there in provided; and

WHEREAS the Indenture provided for the creation of an initial series of bonds known as First Mortgage 5% Twenty-five Year Bonds, Series A. which bonds are now outstanding in temporary form in the aggregate principal amount of \$394,000, and constitute the only bonds outstanding under the said Indenture; and

WHEREAS the Company desires to amend the Indenture, including the form of Series A Bond therein set forth, to the extent of changing the premiums payable upon redemption of the bonds of Series A as hereinafter set forth; and

WHEREAS the holder or holders of all of the bonds outstanding under the Indenture have filed with the Trustee as instrument or instruments in writing signed by such holder or holders specifically assenting to and authorizing the amendment of the Indenture as hereinafter provided; and

WHEREAS all acts, conditions and things necessary to make this Supplemental Indenture a valid and enforceable agreement according to its terms and for the purposes therein expressed have happened and have been done and performed, and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFOR, THIS SUPPLEMENTAL INDENTURE WITNESSETH as follows:

SECTION 1. The Indenture is hereby amended by striking out the last sentence of Section 3.01 thereof relative to the redemption of Series A Bonds and by inserting in lieu thereof the following text:

"The bonds of Series A shall be subject to redemption at the office of the Trustee, in whole or in part at any time prior to maturity, at the option of the Company or through the operation of the sinking fund, upon at least sixty (60) days' prior notice given as provided in article eight hereof. In case of redemption of Series A Bonds at the option of the Company such redemption shall be upon payment of the principal amount of the bonds to be redeemed, interest accrued thereon to the date of such redemption and a premium equal to twelve per cent (12%) of such principal amount if such redemption be effected on or before July 1, 1941, ten per cent (10%) of such principal amount if such redemption be effected after July 1, 1941, and on or before July 1, 1946, eight per cent (8%) of such principal amount if such redemption be effected after July 1, 1946, and on or before July 1, 1951, six per cent (6%) of such principal amount if such redemption be effected after July 1, 1951, and on or before July 1, 1956, four per cent (4%) of such principal amount if such redemption be effected after July 1, 1956, and on or before July 1, 1957, three per cent (3%) of such principal amount if such redemption be effected after July 1, 1957, and on or before July 1, 1958, two per cent (2%) of such principal amount if such redemption be effected after July 1, 1958, and on or before July 1, 1959, one per cent (1%) of such principal amount if such redemption be effected after July 1, 1959, and on or before July 1, 1960, and one-half of one per cent ($\frac{1}{2}\%$) of such principal amount if such redemption be effected after July 1, 1960, and prior to maturity, and in case of redemption of the Series A Bonds through the operation of the sinking fund such redemption shall be upon payment of the principal amount of the bond or bonds to be redeemed, interest accrued thereon to the date of such redemption and a premium equal to eight per cent (8%) of such principal amount if such redemption be effected on or before July 1, 1941, seven per cent (7%) of such principal amount if such redemption be effected after July 1, 1941, and on or before July 1, 1946, six per cent (6%) of such principal amount if such redemption be effected after July 1, 1946, and on or before July 1, 1951, five per cent (5%) of such principal amount if such redemption be effected after July 1, 1951, and on or before July 1, 1956, four per cent (4%) of such principal amount if such redemption be effected after July 1, 1956, and on or before July 1, 1957, three per cent (3%) of such principal amount if such redemption be effected after July 1, 1957, and on or before July 1, 1958, two per cent (2%) of such principal amount if such redemption be effected after July 1, 1958, and on or before July 1, 1959, one per cent (1%) of such principal amount if such redemption be effected after July 1, 1959, and on or before July 1, 1960, and one-half of one per cent ($\frac{1}{2}\%$) of such principal amount if such redemption be effected after July 1, 1960, and prior to maturity."