

dated as of September 1, 1954 and a Fourth Supplemental Indenture dated as of June 1, 1959, amending and supplementing such Original Indenture pursuant to which Supplemental Indentures the Company has issued its First Mortgage Bonds, Series B, C, D, and E:

WHEREAS, by the terms and provisions of Section 8.08 of the Original Indenture of Mortgage and Deed of Trust as of January 1, 1946, above referred to, it is provided that upon the occasion of acquisition by the Company of any item of "fixed property" costing \$25,000.00 or more, the Company will execute and deliver to the Trustees, above named and referred to, an indenture supplemental to such Original Indenture of Mortgage and Deed of Trust of January 1, 1946, specifically subjecting to the lien of such Indenture of Mortgage and Deed of Trust (now including the liens of the four existing supplements to such Indenture of Mortgage and Deed of Trust, hereinbefore specifically identified) all items of "fixed property" acquired by the Company to and including the date of such instrument (with exceptions not here pertinent): and

WHEREAS, "fixed property" is defined under the terms of Section 4.01 of said Original Indenture of Mortgage and Deed of Trust of January 1, 1946 as being:

"Fixed Property" shall mean all of the Company's physical property, plant and equipment, real, personal and mixed, wherever located, which is of such a nature as to be properly chargeable to capital account and is in fact so charged, and which is used or is to be used as a part of its permanent and fixed investment in its business as a telephone operating company. Such term shall not, however, include (a) any office furniture, furnishings or equipment; (b) any property of the nature of that expressly excluded from the lien of this Indenture by the granting clauses hereof; (c) the cost of any paving or