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indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any of the Bonds or Notes or implied therefrom; and that any and all such personal liability of every name and nature, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer or director, because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any of the Bonds or Notes or implied therefrom, are hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issuance of such Bonds or Notes.

ARTICLE SIXTEEN.

MISCELLANEOUS PROVISIONS.

SECTION 16.01. All the covenants, stipulations, promises and agreements in this Indenture contained by or in behalf of the Corporation shall bind its successors and assigns, whether so expressed or not.

SECTION 16.02. Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or officer of the Corporation shall and may be done and performed with like force and effect by the corresponding board, committee or officer of any corporation that shall at the time be the lawful sole successor of the Corporation.

SECTION 16.03. The Corporation by instrument in writing executed by authority of two-thirds (%) of its Board of Directors and delivered to the Trustee may surrender any of the powers reserved to the Corporation and thereupon such power so surrendered shall terminate both as to the Corporation and as to any successor corporation.

SECTION 16.04. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the holders of Bonds or the holders of Notes to or on the Corporation may be given or served by being deposited postage prepaid in a post-office letterbox addressed (until another address is filed in writing by the Corporation with the Trustee), as follows: Mid-Carolina Telephone Company, 600 Highway 51, Matthews, North Carolina. Any notice, election, request or demand by the Corporation or any Bondholder or any Noteholder to or upon the Trustee, shall be deemed to have been sufficiently given or made, for all purposes, if given or made in writing at the principal office of the Trustee, addressed as follows: The Ohio National Bank of Columbus, 51 North High Street, Columbus, Ohio 43215, Attn.; Corporate Trust Department.

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