

(1) when requested in writing by the majority noteholders, make no increase, without prior written approval of the majority noteholders, in salaries, wages, fees and other compensation paid to officers, directors, executives, or supervisors of the Corporation, or to other employees having either a substantial ownership interest in the Corporation, or a close family relationship with officers, directors, executives, supervisors, or holders of substantial ownership interests in the Corporation; and.

5. All of the terms, provisions and covenants of the Indenture, except as expressly modified hereby, shall be and remain in full force and effect.

6. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Supplemental Indenture shall not affect the validity of the remaining portions hereof.

7. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation and the Trustee have caused this Supplemental Indenture to be signed in their respective names and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, all as of the day and year first above written.

THERMAL BELT TELEPHONE COMPANY

(Seal)

Attest:

Secretary

by

President

Executed by the Corporation
in the presence of:

[Signature]
[Signature]
Witnesses

NORTH CAROLINA NATIONAL BANK

by

Vice President

(Seal)

Attest:

[Signature]
Assistant Secretary

Executed by the Trustee in the
presence of:

[Signature]
[Signature]
Witnesses